



**AGENDA
TOWN OF JUPITER
TOWN COUNCIL MEETING
TOWN COUNCIL CHAMBERS
TUESDAY, DECEMBER 17, 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

ORDER OF BUSINESS FOR QUASI-JUDICIAL HEARINGS:

- Swearing in (For anyone planning to address Council)
- Disclosure of ex parte communications (Council only)
- Presentation by applicant
- Staff and Planning and Zoning Commission recommendations
- Public to be heard – Three (3) minute limit
- Motion on the floor

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

1. December 3, 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

2. **Ordinance 13-24, Second Reading**, *Quasi-Judicial* - 1352 S US 1 Rezoning - 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.
3. **Ordinance 32-24, Second Reading**, Amending Chapter 15, Article IV Police Officers' Retirement Fund for compliance with Division 3, Section 15-380 IRS Code SECURE 2.0 ACT.

PUBLIC BUSINESS

4. **Resolution 125-24**, Approving a contract with All Webbs Enterprises, Inc. for Floridan Aquifer Well Repair and Rehabilitation Program (W2503) for an amount of \$350,000.
5. **Resolution 129-24**, Approving a contract to Clean Space, Inc. for park restroom cleaning in the amount of \$55,415.80.
6. **Resolution 133-24**, Approving a contract with Florida Design Drilling LLC for an amount of \$1,198,225, and a purchase order to JLA Geosciences, Inc for an amount of \$99,063, for construction of Surficial Aquifer Wells SA-58 and SA-59.
7. **Resolution 138-24**, Appointing the Supervisor of Elections as the Town of Jupiter Canvassing Board.
8. **Resolution 143-24**, Approving the Town of Jupiter Property/Facilities Naming Policy.
9. **Resolution 144-24**, Accepting a Grant Agreement with the South Florida Water Management District for Dolphin Drive Drainage Improvements for an amount of \$130,000.
10. **Resolution 147-24**, Approving contract amendments with N. Harris Computer Corporation to upgrade the Utility billing system and customer information software solution for an amount of \$569,593.
11. **Resolution 148-24**, Approving a contract EPW 2025-03, Arterial Road Landscaping Improvements Phase II to Lucky Landscaping, LLC in an amount not to exceed \$549,459.60.
12. Approving a revised funding schedule for contract S2339 Stormwater Cleaning, Inspection and Rehabilitation Services with Nu-Pipe.

13. Approving the purchase of fourteen (14) public safety vehicles in the amount of \$978,610.

REGULAR AGENDA

PUBLIC HEARING

14. **Ordinance 31-24, First Reading, Ritz Carlton** - *Quasi Judicial* - Amendment to an approved 284± acre Planned Unit Development (PUD) on Lot 30 of Pod B, located at 502 Bald Eagle Drive. (Second Reading 1/21/25)

PUBLIC BUSINESS

15. **Resolution 126-24**, Approving the Community Redevelopment Agency (CRA) Plan 2024 Update.

ROUNDTABLE

16. Discussion of Strategic Initiative Action Plans: JTAA Partnership and Relationship Objectives, Goals and Plans.

REPORTS

TOWN ATTORNEY

TOWN MANAGER

TOWN COUNCIL – LIAISON REPORTS AND COMMENTS

ADJOURNMENT

Town Council Future Meetings

January 7, 2025, 7pm - Town Council Chambers
January 21, 2025, 7pm - Town Council Chambers

NOTICE

Town Council and CRA Meetings are now webcasted real-time and viewable on your computer or mobile device.
www.jupiter.fl.us/Live

Back up material for the Town Council Meetings are available online one (1) week before the Regular Meetings
= no materials attached *revisions may occur*
www.jupiter.fl.us

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.*



**FINAL MINUTES AND AGENDA
TOWN OF JUPITER
TOWN COUNCIL MEETING
TOWN COUNCIL CHAMBERS
TUESDAY, DECEMBER 3, 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; Acting Town Attorney Brett Lashley and Town Clerk Laura Cahill.

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.

Ms. Stacey DeLoye, Director of Communications, gave a brief overview of the work being done at the UF Scripps institute including Technology Updates, Artificial Intelligence, and Educational Programs. She also discussed the history and medical research completed at The Herbert Wertheim UF Scripps Institute and extended an invite to the public to their upcoming innovation lectures.

Councilor Delaney and Councilor Fore thanked Ms. DeLoye for update.

Vice Mayor Sundstrom said she was thankful Ms. DeLoye mentioned the upcoming public lectures and thanked the institute for their research.

Councilor May appreciated the update and thanked the institute for their hard work.

Mayor Kuretski expressed his appreciation for the update and suggested she come back again.

MINUTES

2. November 19, 2024 Town Council Meeting Minutes.

Councilor Fore moved to approve November 19, 2024 Town Council Meeting Minutes, as amended; seconded by Councilor Delaney; motion passed.

Kuretski
Yes

Sundstrom
Yes

Delaney
Yes

Fore
Yes

May
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.

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

Kuretski
Yes

Sundstrom
Yes

Delaney
Yes

Fore
Yes

May
Yes

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.

Title read by Mr. Lashley.

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)

Title read by Mr. Lashley.

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.

CONSENT AGENDA

PUBLIC BUSINESS

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 20232024.
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.

Major Shane Lunsford, Jupiter Police Department, gave a presentation for the strategic initiative Police Memorial Design which included site location, design recommendation, resemblances to Veterans Memorial, and next steps. Major Lunsford said phase one estimated completion date would be May 2025 and phase two would be completed May 2026.

Mayor Kuretski stated he was happy the project was moving along. He asked if the memorial would also include space for memorial bricks.

Mr. Roger Held, Director of Construction Services, confirmed it would include them.

Councilor Delaney said he was happy with the design and appreciated the Police department's input with the design.

Vice-Mayor Sundstrom stated she thought the design was wonderful and respectful. She said the department did a great job.

Councilor May stated a great job to everyone involved.

Councilor Fore expressed the department met the goal perfectly. He mentioned the recent event and how important it was to remember fallen officers as well as current ones.

REPORTS

TOWN ATTORNEY

- Town versus the Political Action Committee (PAC) Litigation – Mr. Lashley stated the Town filed a motion for entry of final judgement and the PAC voluntarily dismissed the petition that would force the Town to add the language.

TOWN MANAGER

- Police Memorial Design – Mr. Kitzerow thanked the Police department for all their work on the design.
- Holiday Events – Mr. Kitzerow noted the upcoming holiday event, Snow Place Like Jupiter and Tree lighting on Friday, December 6, 6pm at the Abacoa Community Park.
- Holiday Lights – Mr. Kitzerow stated the holiday lights were up around the Town.
- Palm Beach North Chamber CEO Connection - Mr. Kitzerow mentioned the Town was hosting the CEO Connection event tomorrow in the Town Hall, Community Room featuring the Town's Fire Chief Darrel Donatto.
- Holiday Parades - Mr. Kitzerow stated the Holiday boat parade would be on Saturday, arriving in Jupiter around 8pm. He also stated the JTAA Holiday parade would be on Sunday in Abacoa.
- Coffee with Council - Mr. Kitzerow mentioned there was a Coffee with Council event on Friday, December 13th 9am at the Starbucks in Sea Plum plaza.
- Town Centennial Celebration – Mr. Kitzerow stated there was a flyer and magnet on the dais for Council regarding the Town's Centennial celebration and upcoming Jubilee. He thanked Shawn and the Community Relation's team for all their hard work.
- Quiet Zones - Mr. Kitzerow also stated the Town had been working to get the Federal Railroad Association (FRA) to sign off on the quiet zone designation. He said there were six locations that required work from Brightline before the FRA would sign off. He added Brightline had not committed to a hard deadline to complete the work, only committed to completing the work in Jupiter first. He stated the Town will continue to press the sense of urgency on behalf of the residents and noted the Town had completed the work that was required by the Town.

Mayor Kuretski emphasized the Town had completed its required work a while ago.

TOWN COUNCIL – LIAISON REPORTS AND COMMENTS

MAYOR KURTESKI

- Recognized Stacey Rivera for her 25 Years of Service – Mayor Kuretski recognized Stacey Rivera for her 25 years with the Town. He stated Stacey was an invaluable resource, kind, positive, thoughtful, and always willing to assist. He added the Town was very fortunate to have so many employees with more than 20 years of service. On behalf of Council, he stated they were grateful for her service and friendship.

Vice-Mayor Sundstrom, Councilor May, Councilor Fore, and Councilor Delaney thanked Stacey for her service.

Mr. Kitzerow stated he received a text message from Stacey saying Thank you to Council and Staff.

COUNCILOR MAY

- Drive Safe – Councilor May reminded everyone to slow down when driving, be mindful of emergency vehicles working on the side of the road, and take your time during the holiday season to keep everyone safe.

COUNCILOR FORE

- Lighting at the Town Hall South Entrance – Councilor Fore stated it was very dark at the south Town Hall entrance while leaving the last meeting and asked for lights to be added to that area.

ADJOURNMENT- 7:41 P.M.

Laura Cahill, Town Clerk

TOWN OF JUPITER
1352 S US1 Rezoning



DATE	December 17, 2024
TO	Honorable Mayor and Members of Town Council
THRU	Frank Kitzerow, Town Manager
FROM	John Sickler, Director of Planning and Zoning
SUBJECT	<u>1352 S US1 Rezoning</u> – 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.

EXECUTIVE SUMMARY

Consideration of the second reading of Ordinance 13-24 to approve a zoning map amendment to change the zoning of approximately 1.34+/- acres from Commercial, Office (C-3) to U.S. Highway One/Intracoastal Waterway Corridor District – Mixed Use Residential Subdistrict.

ANALYSIS

The proposed U.S. Highway One/Intracoastal Waterway Corridor District – Mixed Use Residential Subdistrict meets the intent of the objectives and policies of the Comprehensive Plan and is consistent with the existing Commercial future land use designation on the property. The existing commercial land use does not need to change since Policy 1.9.4 of the Comprehensive Plan allows for properties within the mixed use sector to be developed as 100% commercial.

In addition, the proposed zoning map amendment will not create an isolated zoning designation that is unrelated to the adjacent designations. As noted previously, the properties to the north and south have the same designation.

The proposed zoning is necessary to assign the zoning designation to implement the policies outlined in the Comprehensive Plan for the US 1/ICW Corridor and the Mixed Use Residential Sector assigned to the subject property.

The applicant has submitted a site plan application to construct a three story medical office building that is under concurrent review.

Planning and Zoning Commission Recommendation: At their March 12, 2024 meeting, the Planning and Zoning Commission voted to approve (by a 6 to 0 vote) the rezoning amendment.

Town Council Action: At their November 19, 2024 meeting, the Town Council voted unanimously to approve the first reading of Ordinance 13-24 (by a 5 to 0 vote) on the consent agenda.

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

STRATEGIC PRIORITY

- Manage Growth

ATTACHMENTS

1. Ordinance 13-24
2. Staff Report and attachments
3. Powerpoint Presentation

FUNDING SOURCE

*Funding is not necessary for this request.

For more information or copies of the attachments, please contact Peter Meyer at peterm@jupiter.fl.us or 561-741-2691.

ORDINANCE NO. 13-24

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF JUPITER, FLORIDA, AMENDING THE TOWN'S OFFICIAL ZONING MAP TO REZONE APPROXIMATELY 1.34 ACRES OF PROPERTY LOCATED AT 1352 S US HIGHWAY 1 FROM COMMERCIAL, OFFICE TO THE U.S. HIGHWAY ONE / INTRACOASTAL WATERWAY CORRIDOR DISTRICT – MIXED USE RESIDENTIAL SUBDISTRICT (US1/ICW-MXR); PROVIDING FOR SEVERABILITY; PROVIDING FOR THE REPEAL OF LAWS IN CONFLICT; AND PROVIDING FOR AN EFFECTIVE DATE. (PZ# 24-5893)

WHEREAS, Tavern Gardens B Carlin, LLC is the owner (Owner) of approximately 1.34± acres, as legally described and shown in **Exhibit “A”**, which is incorporated herein (the subject property).

WHEREAS, the subject property is located at 1352 S US Highway 1, as shown in **Exhibit “B”**, which is incorporated herein; and,

WHEREAS, the Jupiter Planning and Zoning Commission has recommended that the Town Council rezone the subject property from the “Commercial, Office (C-3)” zoning district to the “U.S. Highway One / Intracoastal Waterway Corridor District – Mixed Use Residential Subdistrict (US1/ICW-MXR)” zoning district; and,

WHEREAS, the Town Council has conducted a public hearing wherein it considered the testimony of the Owner, members of the public, and the recommendations of the Town's Planning and Zoning Commission and the Planning and Zoning Department regarding the appropriate zoning for the subject property; and,

1 **WHEREAS**, the Town Council has determined that rezoning of the subject property would
2 be consistent with the future land use designation assigned to the subject property.

3 **NOW THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF**
4 **JUPITER, FLORIDA:**

5 **Section 1.** The whereas clauses are incorporated herein and constitute the legislative
6 findings of the Town Council.

7 **Section 2.** The Town Council hereby rezones the approximately 1.34 acre Subject
8 Property from “Commercial, Office (C-3)” to the “U.S. Highway One / Intracoastal Waterway
9 Corridor District – Mixed Use Residential Subdistrict (US1/ICW-MXR)” zoning district. The subject
10 property is shown in **Figure “1.”**

11 **Section 3.** In accordance with Section 27-473 of the Zoning Code, the Town Council
12 hereby directs that the Town's Official Zoning Map be amended to reflect the subject property as
13 being within the “U.S. Highway One / Intracoastal Waterway Corridor District – Mixed Use
14 Residential Subdistrict (US1/ICW-MXR)” zoning district.

15 **Section 4.** Severability. If any section, paragraph, sentence, clause, phrase or word
16 of this Ordinance is for any reason held by a court to be unconstitutional, inoperative or void, such
17 holding shall not affect the remainder of this ordinance.

18 **Section 5.** Repeal of Laws in Conflict. All ordinances or part of ordinances in conflict
19 herewith are hereby repealed to the extent of such conflict.

20 **Section 6.** Effective Date. The provisions of this ordinance shall become effective
21 upon its execution.

22 **Attachments: Exhibit "A" - Legal Description of the Subject Property**
23 **Exhibit "B" - Location Map**
24 **Figure “1” – New Zoning Map**

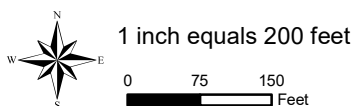
25 [#5853985 v1 26503-00001](#)

Legal Description

That portion of government lot 3, section 8, township 41 south, range 43 east, lying west of the westerly right of way line of state road #5 (U.S. Highway One) less north 637.1 feet thereof and less also the south 549.1 feet thereof.

Said land situate in the Town of Jupiter, Palm Beach County, Florida and containing 1.35 acres, more or less.

Subject to easements, restriction, reservations, covenants, and rights-of-way of record.



US-1 Medical Office **Aerial Location Map**

Jupiter, Florida



1934 Commerce Lane • Suite 1 • Jupiter, FL • 33458
561.747.6336 • 561.747.1377

Map Document:
(F:\Projects Active\23-0501 1325 S. US Hwy. 1\Maps and Graphics\ArcMap_Projects)
mnw 01/09/2024



1 inch equals 200 feet

0 75 150 Feet

US-1 Medical Office Proposed Zoning Map

Jupiter, Florida



**Cotleur &
Hearing**

1934 Commerce Lane • Suite 1 • Jupiter, FL • 33458
561.747.6336 • 561.747.1377

Map Document:
(F:\Projects Active\23-0501 1325 S. US Hwy. 1\Maps and Graphics\ArcMap_Projects)
mnw 01/09/2024

**Zoning Map Amendment for 1352 S US1
Town Manager's Office**



DATE: December 17, 2024
TO: Honorable Mayor and Members of Town Council
THRU: Frank J. Kitzerow, Town Manager
FROM: John Sickler, Director of Planning and Zoning
SUBJECT: **1352 S US1 Rezoning** - 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.

Ordinance #13-24 (Zoning)	P&Z Commission:	10/14/24
PZ 24-5893	Town Council:	11/19/24 (1 st reading)
P. Meyer	Town Council:	12/17/24 (2 nd reading)

Project Information

<i>Applicant:</i>	Tavern Gardens, LLC
<i>Agent:</i>	George Missimer, Coteleur & Hearing, Inc.
<i>Property Owner:</i>	Tavern Gardens, LLC (Robert S Fishel, MD)
<i>Location:</i>	1352 S US Highway 1 (Attachment A - Location Map)
<i>Acreage:</i>	1.34 +/- acres
<i>PCN Numbers:</i>	30434108000030013
<i>Existing FLUM designation:</i>	Commercial within the U.S. Highway One/Intracoastal Waterway Corridor District / Waterway, Commercial and Entertainment sector
<i>Existing use of property:</i>	Restaurant (Closed)
<i>Existing Zoning:</i>	(C-3) Commercial, Office
<i>Proposed Zoning:</i>	U.S. Highway One/Intracoastal Waterway Corridor District – Mixed Use Residential Subdistrict (US1/ICW-MXR)

Town Council Action.

At their November 19, 2024 meeting, the Town Council voted (5-0) on the consent agenda to approve the first reading of Ordinance 13-24.

Planning and Zoning Commission Recommendation.

At their October 14, 2024 meeting, the Planning and Zoning Commission voted to approve (by a 7 to 0 vote) the rezoning application.

Staff Compliance Review

Based upon the facts and findings contained herein, the Department of Planning and Zoning finds the proposed change in zoning **consistent** with the goals, objectives, and policies of the Comprehensive Plan.

Table 1. Surrounding land uses and designations

Location Map – Attachment A		
Location	Existing Land Uses	Future Land Use Designations/ Zoning Districts
North	Multi-family residential (Water Pointe)	Mixed-Use / U.S. Highway One/Intracoastal Waterway Corridor District – Mixed Use Residential (US1/ICW-MXR)
South	Multi-family residential (Tierra Del Sol) and Jupiter Ridge Natural Area	Mixed-Use / U.S. Highway One/Intracoastal Waterway Corridor District – Mixed Use Residential (US1/ICW-MXR) and Conservation / Conservation Preservation (CP)
East	Multi-family residential (Jupiter Ocean and Racquet Club)	High Density Residential / R-3, Residential, Limited multi-family
West	Jupiter Ridge Natural Area	Conservation / Conservation Preservation (CP)

For a comprehensive view of the above designations that surround the subject properties refer to the existing Future Land Use Map (Attachment B) and existing Zoning Map (Attachment C). The proposed Zoning designation is shown on the proposed Zoning Map (Attachment D).

Background

The subject property is +/-1.34 acres and currently has an existing structure approved for a restaurant. The restaurant is not currently in operation and the applicant proposes to demolish the building. The applicant has submitted a site plan application to construct a three-story medical office building that is under concurrent review.

Analysis.

A. Zoning Map Amendments

Criteria for Zoning Map amendments. Pursuant to Chapter 163, Florida Statutes, the zoning district for the subject property must be compatible with the designated future land use.

Four criteria in [Section 27-178](#) are identified for changes to future land use and zoning. A discussion of these four criteria in relation to the applicant's requested zoning district is included below:

- 1) *The proposed map amendment shall be consistent with the goals, objectives, and policies of the Town of Jupiter Comprehensive Plan.*

Staff Comment: The proposed zoning district meets the intent of the objectives and policies of the Comprehensive Plan and is consistent with the existing Commercial future land use designation on the property. The proposed rezoning is consistent with Objective 1.9 of the Comprehensive Plan and its supporting policies in the U.S. Highway One/Intracoastal Waterway Corridor, which ensures that developments emphasize and enhance the

proximity of the Intracoastal Waterway (Attachment F). The existing commercial land use does not need to change since Policy 1.9.4 of the Comprehensive Plan allows for properties within the mixed use sector to be developed as 100% commercial.

- 2) *The proposed map amendment shall be consistent with the established land uses of surrounding properties or land use patterns.*

Staff Comment: The proposed zoning map amendment is consistent with the established land uses of surrounding properties. The parcel is located directly adjacent to other properties with the Mixed Use Residential subdistrict of the US-1 / Intracoastal Waterway Corridor Zoning District designation to the north and south, as well as Conservation Preservation designation on Jupiter Ridge Natural Area to the west and south, which is a complementary district. Jupiter Ocean and Racquet Club, a residential community with Residential, Limited Multi-family (R-3) zoning to the east of the subject property across US Highway One is also compatible. As noted in the purpose and intent of the proposed zoning district, the mixed use residential subdistrict is to be compatible with pre-existing residential uses and to maintain and enhance the values of properties within the subdistrict by encouraging accessory commercial uses.

- 3) *The proposed map amendment shall not create an isolated land use designation or zoning district unrelated to adjacent and nearby designations or districts.*

Staff Comment: The proposed zoning map amendment will not create an isolated zoning designation that is unrelated to the adjacent designations. As noted previously, the properties to the north and south have the same designation.

- 4) *The application is necessary because of changed or changing conditions, including, but not limited to changing demographic trends, annexation, or public service needs.*

Staff Comment: The proposed zoning is necessary to assign the zoning designation to implement the policies outlined in the Comprehensive Plan for the US 1/ICW Corridor and the Mixed Use Residential Sector assigned to the subject property.

Conclusions.

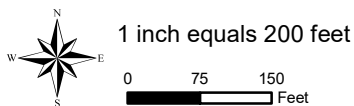
The requested Zoning Map amendment on the 1.34 acres, based on existing and future uses is consistent with the Comprehensive Plan and surrounding subdistrict, for the following reasons:

1. The proposed zoning designation is consistent with the surrounding properties and is consistent with the existing Commercial Future Land Use designation;
2. The request will have no significant impacts on public facilities and services;

Attachments:

Attachment A – Location Map
Attachment B – Existing FLUM
Attachment C – Existing Zoning Map
Attachment D – Proposed Zoning Map
Attachment E – Justification Statement
Attachment F – Comprehensive Plan policies

Contact Peter Meyer at 561-741-2691 or email at peterm@Jupiter.fl.us for a copy of attachments)



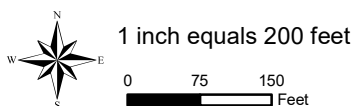
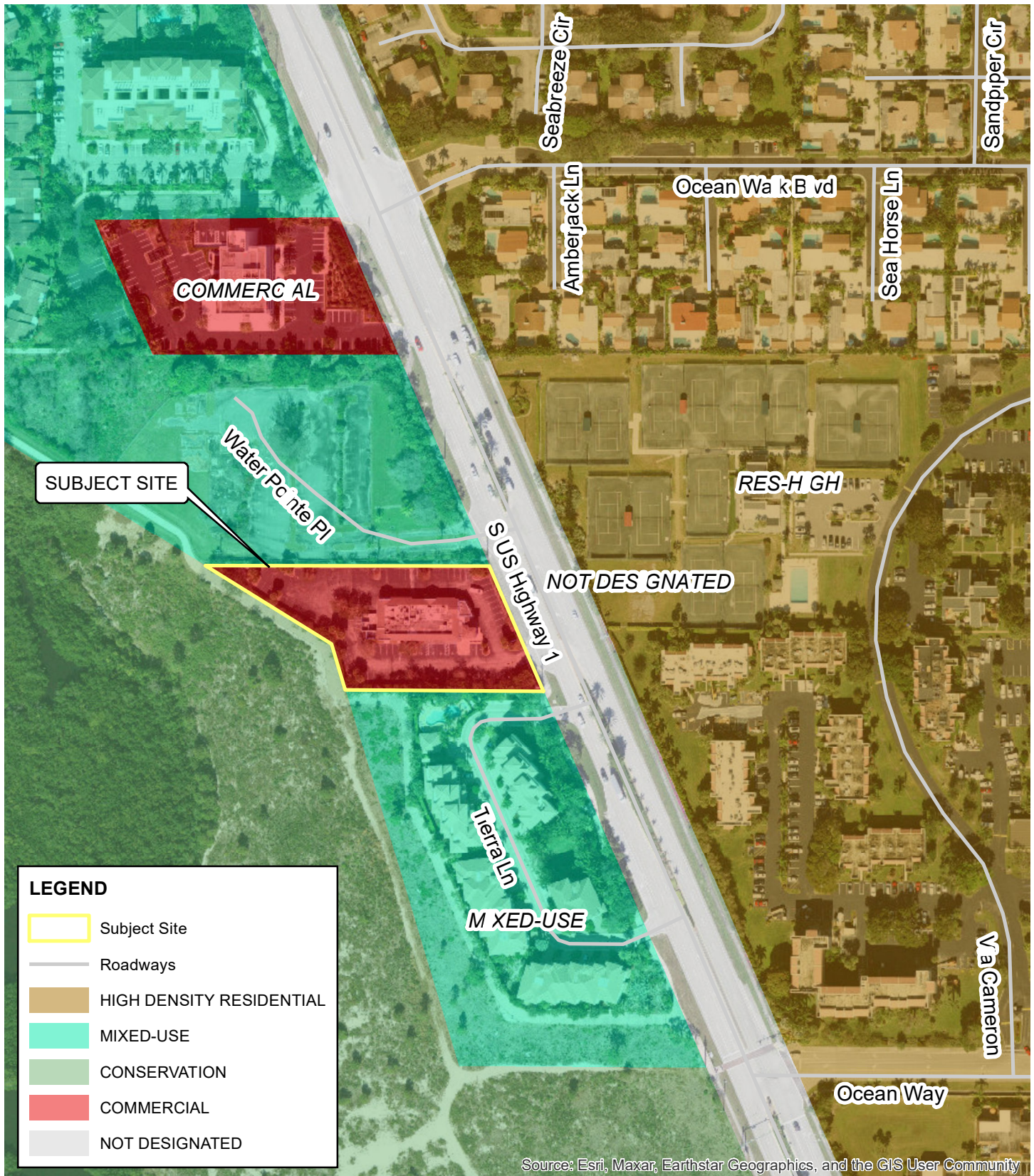
US-1 Medical Office Aerial Location Map

Jupiter, Florida



1934 Commerce Lane • Suite 1 • Jupiter, FL • 33458
561.747.6336 • 561.747.1377

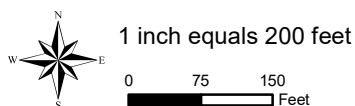
Map Document:
(F:\Projects Active\23-0501 1325 S. US Hwy. 1\Maps and Graphics\ArcMap_Projects)
mnw 01/09/2024



US-1 Medical Office **Existing Future Land Use Map** **Jupiter, Florida**

Cotleur & Hearing
 1934 Commerce Lane • Suite 1 • Jupiter, FL • 33458
 561.747.6336 • 561.747.1377

Map Document:
 (F:\Projects Active\23-0501 1325 S. US Hwy. 1\Maps and Graphics\ArcMap_Projects)
 mnw 01/09/2024

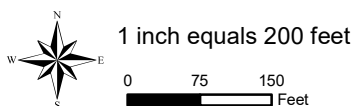


US-1 Medical Office **Existing Zoning Map** **Jupiter, Florida**

Cotleur & Hearing

1934 Commerce Lane • Suite 1 • Jupiter, FL • 33458
561.747.6336 • 561.747.1377

Map Document:
(F:\Projects Active\23-0501 1325 S. US Hwy. 1\Maps and Graphics\ArcMap_Projects)
mnw 01/09/2024



US-1 Medical Office **Proposed Zoning Map** **Jupiter, Florida**

Cotleur & Hearing
 1934 Commerce Lane • Suite 1 • Jupiter, FL • 33458
 561.747.6336 • 561.747.1377

Map Document:
 (F:\Projects Active\23-0501 1325 S. US Hwy. 1\Maps and Graphics\ArcMap_Projects)
 mnw 01/09/2024

US-1 Medical Office

Rezoning

Justification Statement

June 28, 2024

INTRODUCTION

On behalf of the property owner and the applicant, please accept this as our formal request for rezoning approval for a property located at 1352 S US Highway 1, Jupiter, Florida 33477. The subject property is zoned as Commercial Office (C-3) and the Future Land Use is Commercial. The property sits within the US 1 Intracoastal Waterway Corridor in the Mixed-Use Residential Sector, as such, a rezoning is being requested concurrently with the site plan application. The structure that currently exists on the property is a vacant restaurant. The property is bordered by mixed use residential properties and the Jupiter Ridge Natural Area.

Applicant/ Owner

Tavern Gardens, LLC
2614 Buford Highway NE
Atlanta, GA 30324

Agent

Cotleur & Hearing
George Missimer / Donaldson Hearing
1934 Commerce Lane, Suite 1
Jupiter, FL 33458
dhearing@cotleur-hearing.com
gmissimer@cotleur-hearing.com

Table 1: Property Summary Information

PROPERTY CONTROL NUMBER (PCN)	ADDRESS	PROPERTY SIZE (AC)	FUTURE LAND USE	ZONING
30-43-41-08-00-003-0013	1352 S US Highway 1, Jupiter, Florida 33477	1.34	Commercial	C3 Commercial, Office

Table 2: Adjacent Property Land Uses and Zoning

	FUTURE LAND USE	ZONING	LAND USE
NORTH	Mixed Use	MXR Mixed Use Residential	Vacant
EAST	S US Highway 1	S US Highway 1	S US Highway 1
SOUTH	Mixed Use	MXR Mixed Use Residential	Condominiums
WEST	Conservation	CP Conservation Preservation	Jupiter Ridge Natural Area

REQUEST

The subject property is approximately 1.34 acres and is currently zoned C-3 Commercial Office. Due to the property being located directly along the Intracoastal Waterway and the planned Jupiter Riverwalk, the property is required to be rezoned to the US-1/Intracoastal Waterway Corridor, Mixed-Use Residential subdistrict. A separate site plan application has been submitted for the project. The Applicant and property owner is proposing to construct a medical office building on the subject parcel. The development of land within the US-1/Intracoastal Waterway, Mixed Use Residential Subdistrict is permitted to be 100% commercial so long as the parcel is less than 5 acres.

Criteria

In addition to the applicable requirements of the Florida Statutes, the following criteria outlined in Sec. 27-178 shall apply to all application which propose to change the Town's future land use or zoning map:

(1) The proposed map amendment shall be consistent with the goals, objectives, and policies of the town comprehensive plan.

Response: The zoning and land use district proposed within this application process are compatible with the surrounding development and align with the policies set forth in the Future Land Use Element of the comprehensive plan.

(2) The proposed map amendment shall be consistent with the established land uses of surrounding properties or land use patterns.

Response: As previously mentioned, the proposed zoning district and future land use designation align with the surrounding development and uses. More specifically the site is positioned adjacent to two parcels that have a zoning designation of Mixed Use Residential with adequate landscape screening to the north and south. Along with a major roadway in US1 to the east.

(3) The proposed map amendment shall not create an isolated land use designation or zoning district unrelated to the adjacent and nearby designations or districts.

Response: The proposed zoning district and future land use designation has been carefully considered to remain consistent with surrounding districts. Both parcels adjacently north and south have the same zoning district as proposed of US1/MXR.

(4) The application is necessary because of changed or changing conditions, including, but not limited to, changing demographic trends, annexation, or public service needs.

Response: The applicant is proposing a future land use and zoning change necessary to accommodate a site plan application which will propose a medical office building on the site.

Land Use Compatibility

The ICW Mixed Use Residential Subdistrict allows for a range of residential, commercial, and public uses. The permitted uses on the subject site under the existing Commercial Land Use designation will be limited to the commercial uses listed in section 27-1484 of the Town's Code of Ordinances. The proposed zoning district is consistent with the current Future Land Use (FLU) designation so long as only

those uses permitted by that FLU occur on the subject site. Therefore, no residential development will be permitted with this rezoning. The rezoning will increase consistency with the surrounding zoning districts and future land uses but will effectively provide a mix of uses in the area, that otherwise consists solely of uses that are residential or accessory to residential in nature. The proposed rezoning meets the intent of the ICW Corridor.

Conclusion

On behalf of the applicant, Jupiter Land LLC, please accept this as our formal request for rezoning approval for a property located within the boundary of the Town of Jupiter. The subject property is approximately 1.34 acres and is located along the Intracoastal Waterway and US Highway 1. The applicant is proposing to construct a medical office building on the property and develop the site under the guidance of the US-1/Intracoastal Waterway Zoning District regulations and the Mixed-Use Residential Sub-district.

Objective 1.9 The Town shall continue to maintain land development regulations for the U. S. Highway One/ Intracoastal Waterway corridor to ensure that new development and any redevelopment emphasizes and enhances the proximity of the Intracoastal Waterway and the Jupiter Inlet including the provision of public access, through the components of a riverwalk corridor and a scenic corridor. All properties located in the U.S. Highway One/Intracoastal Waterway Corridor, as depicted on the Future Land Use Map, shall be developed consistent with the objectives and policies for the corridor, and the corresponding sectors.

Policy 1.9.1 The U.S. Highway One/Intracoastal Waterway Corridor shall be established, as depicted on the Future Land Use Map, with the following planning sectors and components:

- a) U.S. Highway One Mixed Use Residential sector;
- b) Waterway, Commercial and Entertainment sector;
- c) Inlet Village sector;
- d) Riverwalk Corridor Component; and,
- e) Scenic Corridor Component.

Policy 1.9.3 Properties developing with a mixture of residential and commercial uses shall be permitted to develop with a Mixed Use land use designation and a Planned Unit Development, Commercial zoning classification pursuant to the Town's existing Land Development Regulations.

Policy 1.9.4 U. S. Highway One Mixed Use Residential sector shall emphasize residential and accessory activities, as well as also allow for commercial properties that are limited in nature and are deemed to be compatible with residential development. Further, all uses and properties within this sector shall be linked by the Riverwalk and Scenic Corridor components. Commercial uses are to be located where nonresidential uses have already been established by prior development approval, thereby, enhancing the opportunity for the citizens to obtain access and enjoy the natural resources of the region.

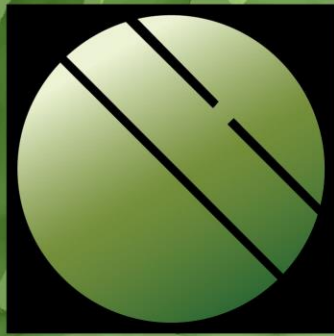
Policy 1.9.5 Maintain land development regulations for the U. S. Highway One Mixed Use Residential sector as follows:

- a) where feasible, provide for a public accessible walkway along the Intracoastal Waterway, including elements of pedestrian amenities thereby, encouraging non automobile traffic in between the planning sectors;
- b) provide for vistas of the Intracoastal Waterway from U. S. Highway One and from within the sectors of the development;
- c) strip and auto oriented commercial uses (i.e., drive-through facilities, corner retail and gas stations, etc.) shall be prohibited;
- d) the maximum density for residential uses shall be 6 units per acre as per the mixed use land use. The Town Council may grant a density bonus of up to 15 du/acre, based upon the following:
 - 1) Riverwalk land acreage designated above the minimum;
 - 2) The adequacy and enhancement of public access onto the Riverwalk;
 - 3) Extent of public amenities provided; and,
 - 4) Significant enhancements to the land area and landscape/planting materials of the buffer from non residential uses incorporated within the site design.

- e) Based upon the following, existing, partially developed commercial sites may either continue the development pattern established by prior development approval or may introduce limited residential uses where there will be compatibility of land uses and potential conflicts cannot occur:
 - 1) all development over 5 acres may be allowed a maximum of 30% commercial uses and a minimum 50% of residential uses based on the quantity and quality of the project being developed and the "Mixed Use" land use; and,
 - 2) all development less than 5 acres may be allowed 100% commercial uses.
- f) use of a coastal vernacular style of architecture (characterized by building design which incorporates the architectural techniques and features from the following architectural features: stick, shingle, Mediterranean, Craftsman, or Florida Cracker styles).
- g) provide public open spaces and public squares within developments to encourage the orientation towards the waterways.

Policy 1.9.8 The Town shall continue to require development to be oriented toward the Intracoastal Waterway, Riverwalk, Jupiter Lighthouse, and the Jupiter Inlet including provisions allowing for: variable setbacks, landscaping, parking regulations; clustering structures to form public open space; providing opportunities for open vistas of the waterways; developing a point of interest at the terminus along the Riverwalk; providing for access and support amenities to the Riverwalk Corridor such as; screening; sign placement and type; providing for special design treatments: providing for street furniture, lighting and providing for amenities, such as: balconies, porches, and awnings; providing for a system of entry statements which identify the U. S. Highway One Corridor.

Policy 1.9.9 The Town shall maintain an incentive program of density bonuses for residential uses and intensity bonuses for commercial uses within the U. S. Highway One Corridor for those developments which provide enhanced amenities within the site design to promote pedestrian oriented plazas and encourage appropriate intensive commercial and entertainment uses at intersections along U. S. Highway One and the Intracoastal Waterway.



Cotleur & Hearing

**1352 South US Highway 1
Rezoning Application
(24-5893)**

**Jupiter, FL
December 17th, 2024**

Owner/Developer

Jupiter Land LLC

Land Planner – Cotleur & Hearing

George Missimer, Associate Partner, Project Manager

Surveyor – Caulfield & Wheeler, Inc.

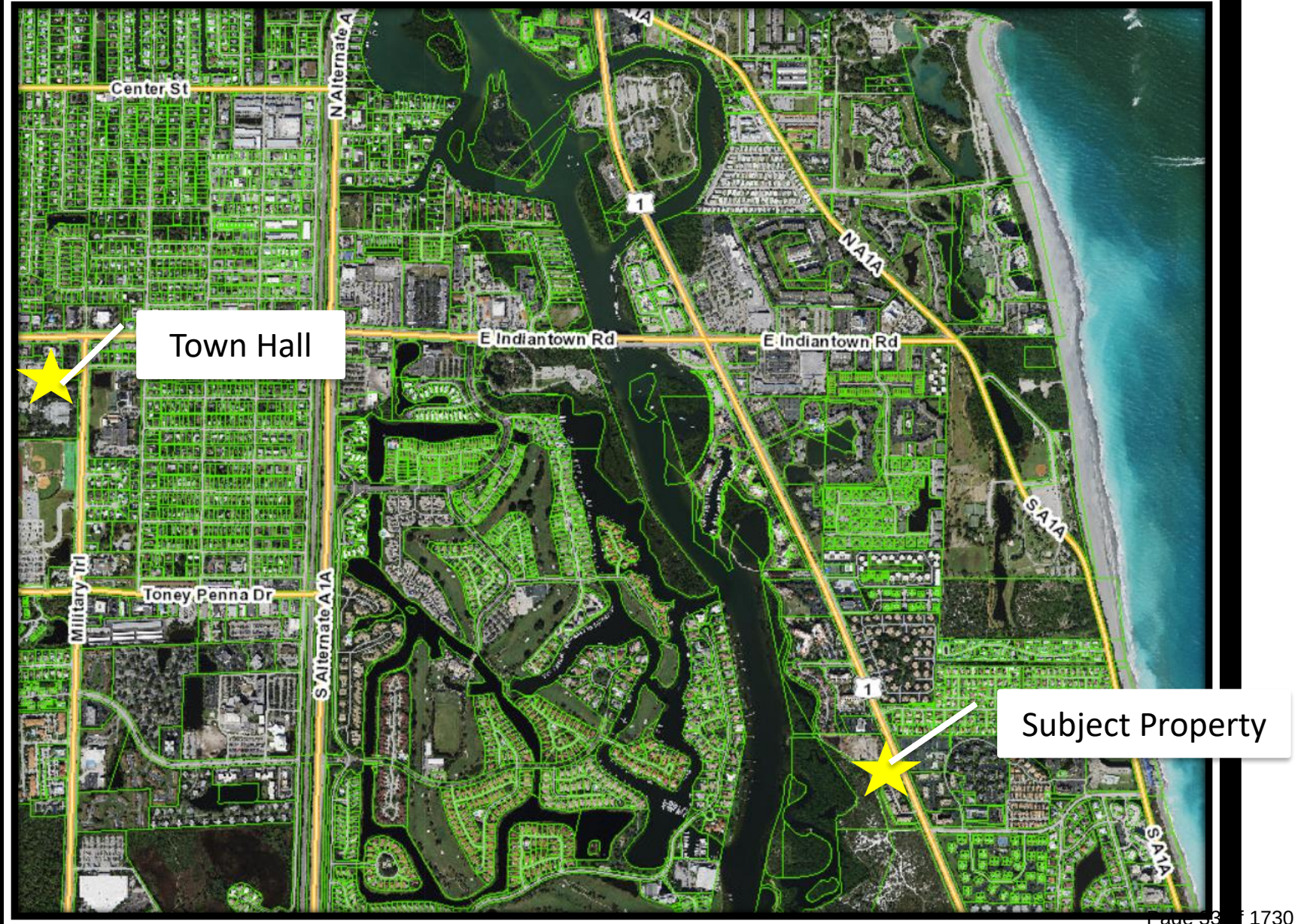
David P. Lindley, P.L.S. SVP

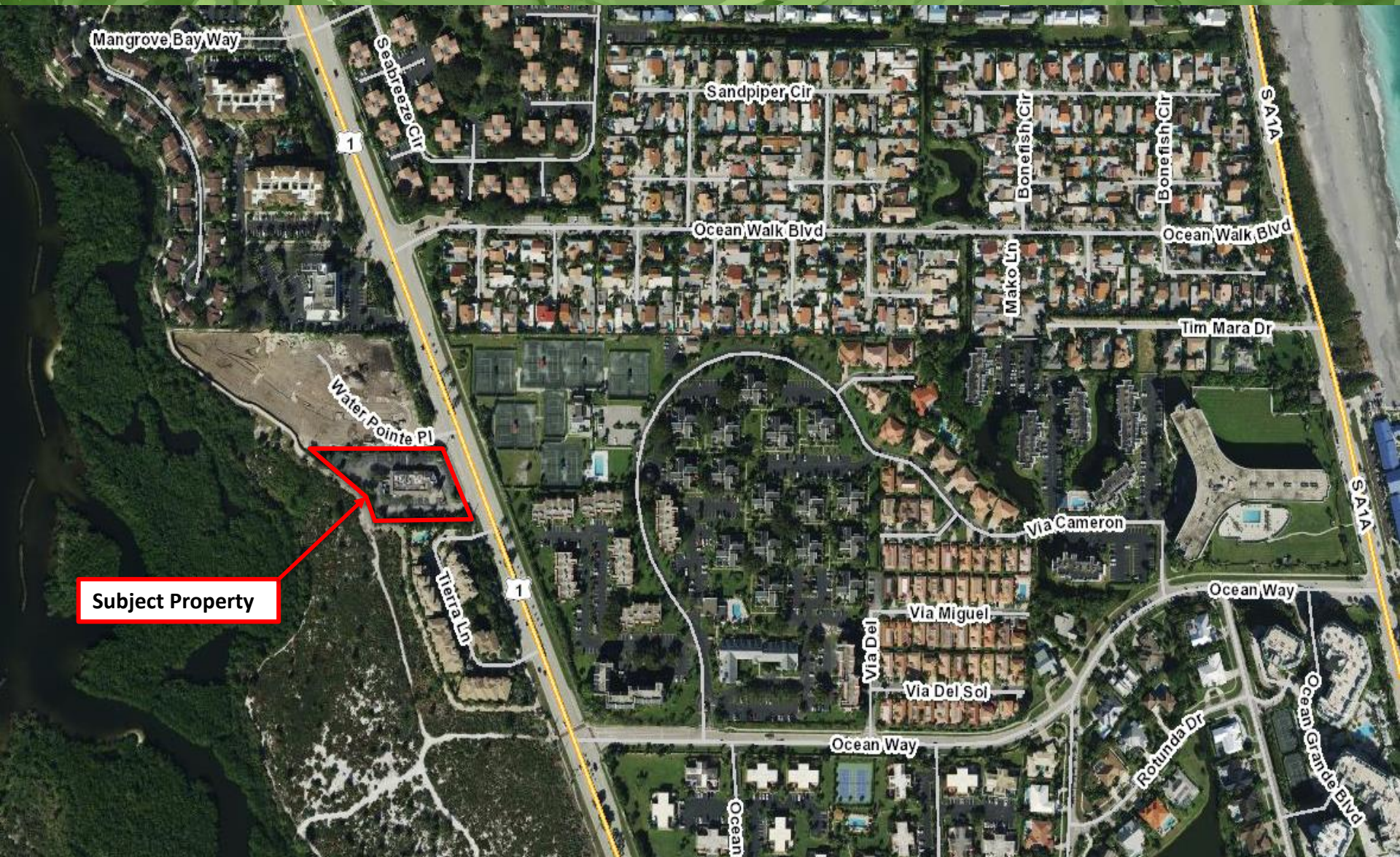
Traffic Consultant – Simmons & White

Rob Rennebaum, P.E.

Application P24-5893

The Applicant is requesting to rezone the property from Commercial Office (C3) to US1/Intracoastal Waterway Corridor District, Mixed Use Residential Subdistrict.









Thank you

TOWN OF JUPITER
Police Pension Plan Changes



DATE	December 17, 2024
TO	Honorable Mayor and Members of Town Council
THRU	Frank Kitzerow, Town Manager
FROM	Scott Reynolds, Finance Director
SUBJECT	Ordinance 32-24, Second 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.

First reading was on 12/03/24.

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 second 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.

12/17/2024

TOWN OF JUPITER
Floridan Aquifer Well Repair and Rehabilitation Contract (W2503)



DATE	December 17, 2024
TO	Honorable Mayor and Members of Town Council
THRU	Frank Kitzerow, Town Manager
FROM	Amanda Barnes, Utilities Director
SUBJECT	Resolution No. 125-24, Approving a Contract with All Webbs Enterprises, Inc, for Floridan Aquifer Well Repair and Rehabilitation (W2503) for an amount of \$350,000

EXECUTIVE SUMMARY

Resolution No. 125-24 provides for the award of a non-exclusive, renewable contract to All Webbs Enterprises, Inc. ("AWE") of Jupiter, Florida, for well repair and rehabilitation services for the Town's Floridan Aquifer production wells, with an estimated budget of \$350,000 for the initial one-year contract term, and provisions for up to two, one-year renewals at the Town's discretion, with estimated annual budgets of \$350,000.

The Town currently owns and operates twelve (12) Upper Floridan Aquifer (UFA) wells utilized as the raw water supply for the Town's reverse osmosis (RO) water treatment plant. It is common for water supply wells to experience reduced ability to produce water and/or degraded water quality over time with use. In such instances, well rehabilitation is the recommended course of action to try to restore well capacity and/or improve water quality. Well rehabilitation has been a practice of the Town's Water Utility for nearly two decades, helping wells achieve and, in some cases, exceed a 35-year useful life. Given the large capital investment made towards Floridan Aquifer water supplies by the Town and its water customers, continuing the well rehabilitation program is essential to good stewardship.

A contract for the Floridan Aquifer Well Repair and Rehabilitation Program (W2503) was publicly advertised for competitive bids in accordance with the Town's purchasing policy. Two (2) bids were received and opened publicly on October 23rd, 2024. Bids ranged from \$576,828 to \$760,350, with the lowest bid submitted by All Webbs Enterprises, Inc. A detailed bid tabulation is attached for reference. It is important to note, that bid unit pricing for this contract is established for work items that are typically necessary for Floridan Aquifer well repair and rehabilitation, and the total bid price does not represent the total contract value. Estimated quantities on the detailed bid tabulation are provided for bid comparison purposes only. One of the bid items is an Unidentified Parts Allowance which is established based on equipment repair and replacement costs incurred under previous well rehabilitation contracts. The Unidentified Parts Allowance was increased for the proposed contract from \$20,000 to \$110,000. The Contractor must obtain prior approval from the Town in order to bill against the Unidentified Parts Allowance.

AWE's total bid price for the proposed contract is approximately 28% lower than the other bid received, and 16% higher than current contract pricing, not including the Unidentified Parts Allowance. Work completed under this contract may consist of both emergency and non-emergency repairs and improvements, with all work approved in writing, by work order

authorization issued by Town staff.

The Town's current Contract for Floridan Aquifer Well Rehabilitation (W2407) will expire on December 29, 2024, with a total of \$173,330 expended during the one-year contract term. An Estimated Funding Schedule is included within the proposed contract, on Page 4 of Attachment 5, and assigns an estimated value of \$350,000 to each one-year term of the contract, for a total of \$1,050,000 for the initial and allowable two annual renewals. Funds are appropriated and currently available to fund the initial contract term as presented in the Funding Source table at the end of this Executive Summary. Contract renewals will be handled by written change order, at the discretion of the Town Manager, and may include cost escalation based on the Consumer Price Index for All Urban Consumers (CPI-U), or 5%, whichever is less. Contract language clearly states that work performed under this contract is subject to appropriated fiscal year funding and there is no minimum amount of work expressed or guaranteed to be performed.

AWE's bid for the Floridan Aquifer Well Repair and Rehabilitation Program (W2503) is responsive to the bid requirements. AWE is qualified to do the work of the proposed contract and has extensive experience in public water supply well repair, rehabilitation, and construction. All Webbs has provided Floridan well rehabilitation services and other well construction services to the Town's Water Utility under various contracts over the past several decades, with the most recent being construction of Floridan Aquifer Wells RO14, RO15 and RO16.

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

ANALYSIS

All Webbs Enterprises, Inc.'s bid submitted on October 23rd, 2024, for the Floridan Aquifer Well Repair and Rehabilitation Program (W2503) is responsive to the bid requirements and suitable for award of a non-exclusive, renewable contract, based on unit pricing submitted in their Bid for the initial one-year term. The proposed contract contains provisions for up to two individual and consecutive one-year renewals, by written change order, with cost escalation allowed based on the CPI-U, or 5%, whichever is less. The estimated budget for each year of the proposed contract is \$350,000 for a possible cumulative three-year total contract value of \$1,050,000.

STRATEGIC PRIORITY

- Fiscal Responsibility
- Safety

ATTACHMENTS

1. Resolution 125-24
2. W2503 Detailed Bid Tabulation
3. Adopted FY25 Water Asset Maintenance Program CIP
4. All Webbs Enterprises, Inc. Bid Proposal for W2503
5. Agreement (Contract) Between Town and AWE for W2503

FUNDING SOURCE

Approved in Budget	\$ 496,450.00	Sources: Utilities Water Asset Maintenance CIP (Acct. 40150133-546091-W1290)
	\$ 251,987.00	FY 2025 Plant Operating Budget, Well Repair & Maintenance (Acct. 40050133-546002)
	\$ 1,018,368.00	FY 2025 Plant Operating Budget, Repairs & Maintenance (Acct. 40050133-546000)
Additional Funding Requested	N/A	Sources:

*Funding for contract renewals will be budgeted in subsequent fiscal years and are subject to fiscal year appropriation by the Jupiter Town Council.

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

RESOLUTION NO. 125-24

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF JUPITER, FLORIDA, AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE A CONTRACT FOR FLORIDAN AQUIFER WELL REPAIR AND REHABILITATION PROGRAM (W2503) WITH ALL WEBBS ENTERPRISES, 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 of Jupiter has prepared and competitively bid a contract which sets forth the scope of work and responsibilities of a unit price contract for Floridan Aquifer Well Repair and Rehabilitation Program (W2503); and

WHEREAS, the lowest responsive bid received by the Town for the Floridan Aquifer Well Repair and Rehabilitation Program (W2503) contract was submitted by All Webbs Enterprises, Inc., of Jupiter, Florida on October 23rd, 2024 for a total bid amount of \$576,828; and

WHEREAS, All Webbs Enterprises, Inc.'s bid submitted on October 23rd, 2024 for Floridan Aquifer Well Repair and Rehabilitation Program (W2503) was reviewed and found to be responsive to the bid requirements and suitable for award of the initial one-year contract term based on unit pricing submitted in All Webbs Enterprises' Bid, and subsequent contract renewals for up to two consecutive individual one-year terms subject to cost escalation in accordance with the contract provisions and appropriated fiscal year funding; and

WHEREAS, funding for the initial one-year term of the contract is appropriated and available in the Water Utility Asset Maintenance Community Investment Program (CIP) budget, and the fiscal year (FY) 2025 Water Utility Operating Budget and funding for subsequent years will be budgeted and subject to Town Council appropriation.

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 All Webbs Enterprises, Inc. is hereby accepted.

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, All Webbs Enterprises, Inc. shall be responsible for carrying out all responsibilities which have been established therein.

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

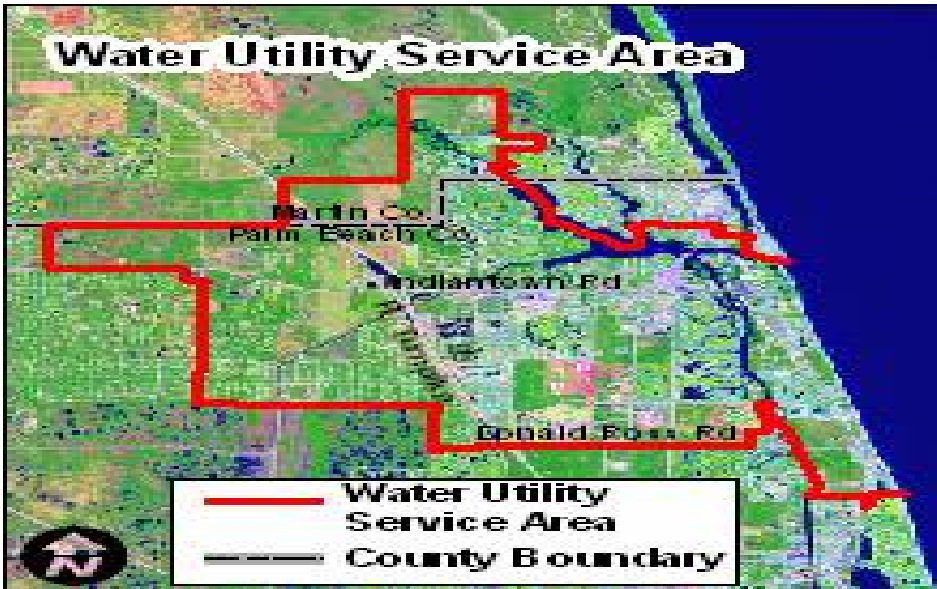
12/17/2024



Town of Jupiter Utilities
FLORIDAN AQUIFER WELL REPAIR AND REHABILITATION PROGRAM (W2503)

October 23, 2024 2:15pm Bid Opening

VENDOR				ALL WEBBS ENTERPRISES, INC.		FLORIDA DESIGN DRILLING LLC	
ITEM	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	EXTENDED VALUE	UNIT PRICE	EXTENDED VALUE
BID ITEMS							
1	Indemnification	LS	1	\$100.00	\$100.00	\$100.00	\$100.00
2	Bonds and Insurance (Shall Not Exceed 2% of the Sum of Construction Bid Items)	LS	1	\$10,682.00	\$10,682.00	\$12,500.00	\$12,500.00
3	General Conditions / Contract Administration (Shall Not Exceed 5% of Construction Bid Items)	LS	1	\$21,364.00	\$21,364.00	\$30,000.00	\$30,000.00
4	Mobilization and Demobilization (Shall Not Exceed 8% of the Construction Bid Items)	LS	1	\$10,682.00	\$10,682.00	\$50,000.00	\$50,000.00
5	Complete Removal and Re-installation of Wellhead	LS	5	\$12,500.00	\$62,500.00	\$25,000.00	\$125,000.00
6	Perform Downhole Video Log	LS	5	\$4,000.00	\$20,000.00	\$6,250.00	\$31,250.00
7	Perform Complete Geophysical Logging	LS	3	\$7,500.00	\$22,500.00	\$12,500.00	\$37,500.00
8	Perform Plumbness and Alignment Testing	LS	3	\$1,500.00	\$4,500.00	\$3,000.00	\$9,000.00
9	Complete Setup, Placement and Removal for Full Strength Acidization	LS	1	\$70,000.00	\$70,000.00	\$25,000.00	\$25,000.00
10	Complete Setup, Placement and Removal for Blended Acidization	LS	1	\$70,000.00	\$70,000.00	\$25,000.00	\$25,000.00
11	Furnish Well Acid	GAL	20,000	\$4.00	\$80,000.00	\$10.00	\$200,000.00
12	Pump Develop Well	HR	40	\$300.00	\$12,000.00	\$400.00	\$16,000.00
13	Pump Testing	HR	20	\$300.00	\$6,000.00	\$400.00	\$8,000.00
14	Modify Discharge Piping with 6-inch Stainless Steel Blow-off	LS	1	\$2,500.00	\$2,500.00	\$7,500.00	\$7,500.00
15	Well Facility Disinfection	EA	7	\$5,000.00	\$35,000.00	\$6,000.00	\$42,000.00
16	Bacteriological Sampling and Testing	EA	7	\$0.00	\$0.00	\$500.00	\$3,500.00
17	Site Restoration	EA	3	\$6,000.00	\$18,000.00	\$2,000.00	\$6,000.00
18	Certified Welding Services	HR	10	\$200.00	\$2,000.00	\$300.00	\$3,000.00
19	Licensed Electrician Services	HR	10	\$200.00	\$2,000.00	\$500.00	\$5,000.00
20	Furnish and Install Additional Discharge Pipe	LF	1,000	\$10.00	\$10,000.00	\$5.00	\$5,000.00
21	Extra work by Crew (Foreman and one Crew Member) with Equipment	HR	10	\$420.00	\$4,200.00	\$500.00	\$5,000.00
22	Extra work by Crew (Foreman and one Crew Member) without Equipment	HR	10	\$280.00	\$2,800.00	\$400.00	\$4,000.00
23	Unidentified Parts Allowance	LS	1	\$110,000.00	\$110,000.00	\$110,000.00	\$110,000.00
Bid Total (Item Nos. 1-23) =					\$576,828.00		\$760,350.00

TOWN OF JUPITER COMMUNITY INVESTMENT PROGRAM 2025 - 2029		
Project Name:	Department:	
Water Asset Maintenance Program	Utilities	
Link to Strategic Plan/Strategic Result:	Project #:	Projected In-Service Date:
Safety / Fiscal Responsibility	W1290	On-going
Project Description and Justification: The Town's water system contains valuable assets that must be maintained in a reliable, responsive and cost effective manner to maximize useful life. This project provides for maintenance activities related to water system assets including distribution system valves and hydrants, maintenance dredging of the surficial aquifer recharge system, surficial and Floridan well rehabilitation, maintenance upgrades of the SCADA and GIS system, roof replacements, and other various inspections, cleanings, repairs and replacements necessary to properly maintain water utility assets. This project supports the Town's Strategic Plan Result of Fiscal Responsibility by maintaining and managing water utility assets to help achieve and maximize useful life of assets in a safe and reliable manner. Maintenance of valuable Utility assets is critical to ensuring production and delivery of safe and reliable drinking water to our customers. Project budgets have been updated to reflect current construction market costs.		
Location(s) and Program Schedule		
Fiscal Yr	Scope	Budget
2025	Well rehabilitation and wellsite disposal drains	\$614,886
	Painting maintenance of various water plant facilities including nanofiltration pretreatment, chemical containment and neutralization areas, administration and warehouse bldg interior, pole barn repairs and painting, pressure washing, wellsite fence replacements, stainless steel pipe maintenance cleaning; and Nano Process Bldg and pretreatment roof repairs	\$612,355
	Distribution system and hydrant maintenance painting, and valve, hydrant, water service replacements in Eagles Nest (Ph 2), Whispering Trails (Ph 2), and Ocean Walk (Ph 2)	\$313,915
	GIS and SCADA Upgrades of Control Panels, Programmable Logic Controllers, Human Machine Interface systems, and Remote Telemetry systems, servers and virtualization hosts	\$365,343
2026	Wellfield Recharge System canal maintenance cleaning	\$80,235
	Well rehabilitation	\$389,464
	Painting maintenance of various water plant facilities including clearwells and other water holding structures, above ground piping, on-site ground storage tanks (3 MG, 1.5 MG), Utility Field Office and warehouse interior, Utility Field Office pole barn, pressure washing, fence replacements, stainless steel pipe maintenance cleaning	\$477,198
	Distribution system and hydrant maintenance painting, and valve, hydrant, water service replacements in Ocean Dunes, Beachcomber (Ph 1), and Admiral's Cove	\$209,149
	GIS and SCADA Upgrades of Control Panels, Programmable Logic Controllers, Human Machine Interface systems, and Remote Telemetry systems, servers and virtualization hosts	\$328,063
2027	Well rehabilitation	\$401,147
	Painting maintenance of various water plant facilities including clearwells and other water holding structures, above ground piping, off site ground storage tanks, pressure washing, stainless steel pipe maintenance cleaning	\$873,783
	Distribution system and hydrant maintenance painting, and valve, hydrant, water service replacements in The Shores, Palm Beach Country Estates, The Heights of Jupiter, and Beachcomber (Ph 2)	\$194,389
	GIS and SCADA Upgrades of Control Panels, Programmable Logic Controllers, Human Machine Interface systems, and Remote Telemetry systems, servers and virtualization hosts	\$398,273
2028	Well rehabilitation and wellsite disposal drains	\$643,919
	Painting maintenance of various water plant facilities including structures, above ground piping, pressure washing, stainless steel pipe maintenance cleaning, clean and inspect acid tank interiors	\$272,915
	Distribution system and hydrant maintenance painting, and valve, hydrant, water service replacements in Mallards Cove (Ph 2), Jupiter Gardens Condos, Jupiter Ocean & Racquet Club	\$269,637
	GIS and SCADA Upgrades of Control Panels, Programmable Logic Controllers, Human Machine Interface systems, and Remote Telemetry systems, servers and virtualization hosts	\$410,221
2029	Well rehabilitation	\$425,578
	Painting maintenance of various water plant facilities including structures, above ground piping, pressure washing, stainless steel pipe maintenance cleaning	\$188,359
	Distribution system and hydrant maintenance painting, and valve, hydrant, water service replacements in Riverbend Country Club (Ph 1 & 2)	\$259,393
	GIS and SCADA Upgrades of Control Panels, Programmable Logic Controllers, Human Machine Interface systems, and Remote Telemetry systems, servers and virtualization hosts	\$228,022
Project Photo(s) / Map of Location		
A map showing the Water Utility Service Area in Jupiter, Florida. The area is outlined in red and includes labels for Martin Co., Palm Beach Co., Indian Town Rd, and Donald Ross Rd. A legend indicates the Water Utility Service Area and County Boundary. A photograph showing a large piece of industrial equipment, likely a water filter or pump, with water being discharged from it. The equipment is situated outdoors near some trees and a fence.		

TOWN OF JUPITER COMMUNITY INVESTMENT PROGRAM FINANCIAL INFORMATION 2025 - 2029							
Project Name: Water Asset Maintenance Program						Department: Utilities	
Link to Strategic Plan/Strategic Result: Safety / Fiscal Responsibility						Project #: W1290	
Project Budget:	Prior to 2025	2025	2026	2027	2028	2029	Total
Land acquisition	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Planning / Design	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Engineering	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Construction	\$16,871,924	\$1,906,499	\$1,484,109	\$1,867,592	\$1,596,692	\$1,101,352	\$24,828,168
Equipment	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Other	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Budget	\$16,871,924	\$1,906,499	\$1,484,109	\$1,867,592	\$1,596,692	\$1,101,352	\$24,828,168
Funding Sources:	Prior to 2025	2025	2026	2027	2028	2029	Total
General revenues	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Impact fees	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Surtax proceeds	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Escrow & deposits	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Grant revenues	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Stormwater revenues	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Stormwater R&R funds	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Water R & R funds	\$16,871,924	\$1,906,499	\$1,484,109	\$1,867,592	\$1,596,692	\$1,101,352	\$24,828,168
Off-site fees	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Revenues	\$16,871,924	\$1,906,499	\$1,484,109	\$1,867,592	\$1,596,692	\$1,101,352	\$24,828,168
Previous Years:	Prior to FY 2020	FY 2020	FY 2021	FY 2022	FY 2023	FY 2024	Total
Amount Budgeted	\$7,856,375	\$2,013,630	\$1,948,058	\$2,260,525	\$1,636,992	\$1,156,344	\$16,871,924
Amount Expended	\$6,016,442	\$1,050,728	\$2,418,653	\$1,554,397	\$1,133,212	\$423,716	\$12,597,148
Balance							\$4,274,776

Footnote: Expenditures anticipated to continue after 5-year planning window.

BID PROPOSAL

Bidding Company Name: All Webb's Enterprises, Inc.

Town of Jupiter Utilities
210 Military Trail
Jupiter, FL 33458

Gentlemen:

The undersigned, as Bidder, hereby declares that the only Persons, company, or parties interested in the Proposal or the Contract to be entered into, as principals, are named herein; and that this Proposal is made without connection with any other person, company, or parties making a Bid or Proposal; and that it is in all respects fair and in good faith without collusion or fraud.

That the Bidder has carefully and to his full satisfaction examined the attached Instructions to Bidders, General Conditions, Supplementary Conditions, detailed Specifications, and Form of Contract and Bond, together with the accompanying plans, and that Bidder has read all addenda issued prior to the opening of Bids; and that Bidder has fully examined the site and the project documents and hereby agrees to furnish, unless otherwise provided, all implements, machinery, equipment, transportation, tools, materials, supplies, labor and other things necessary to the prosecution and completion of the work, to wit:

Furnish all permits, labor, equipment and materials necessary to investigate, rehabilitate, repair, and/or maintain Upper Floridan Aquifer (UFA) production wells for the Town of Jupiter (OWNER), located in Jupiter, Florida. The work as specified includes, but is not limited to permitting; mobilization; removal of portions of the existing wellhead; removal of the drop pipe, and appurtenances; well kill(s) as required; down-hole video and geophysical logging under static and flowing conditions; plumbness and alignment testing of existing well casings, acid treatment of the completion interval; removal and treatment of the residual spent acid water; purging of the well, flow testing, formation water treatment and disposal system (including temporary piping and pumps); reinstallation of the pump, drop pipe, wellhead ready for service; well facility disinfection, purging and bacteriological clearance; demobilization and restoration of well sites; and completion of all required work to the extent the well facility has been successfully rehabilitated, returned to service and accepted by the OWNER based on the intent of the contract documents. Additional well maintenance and rehabilitation activities may also include miscellaneous welding, mechanical repairs, and all other incidentals as outlined on the bid documents and all appurtenances necessary to complete the Work based on the intent of the contract documents.

It is proposed that the project herein described shall be constructed for the Unit Prices as follows on the Bid Schedule of Values, all in accordance with the requirements and provisions of the Contract Documents.

BID SCHEDULE OF VALUES – REVISED BY ADDENDUM 1, 3
FLORIDAN AQUIFER WELL REPAIR AND REHABILITATION PROGRAM (W2503)

**This page should be clearly marked with a tab for easy identification during the bid opening process.*

BIDDING COMPANY NAME: ALL WEBB'S ENTERPRISES, INC.

Item No.	Item Description	Estimated Quantity	Unit	Unit Price	Extended Value
1	Indemnification	1	LS	\$ <u>100.00</u>	\$ <u>100.00</u>
2	Bonds and Insurance <u>2</u> % (Not to exceed 2% of the construction bid items)	1	LS	\$ <u>10,682</u>	\$ <u>10,682</u>
3	General Conditions/Contract Administration <u>4</u> % (Not to exceed 5% of the construction bid items)	1	LS	\$ <u>21,364</u>	\$ <u>21,364</u>
4	Mobilization/Demobilization <u>2</u> % (Not to exceed 8% of the construction bid items)	1	LS	\$ <u>10,682</u>	\$ <u>10,682</u>
5	Complete Removal and Re-installation of Wellhead	5	LS	\$ <u>12,500</u>	\$ <u>62,500</u>
6	Perform Downhole Video Log	5	LS	\$ <u>4,000</u>	\$ <u>20,000</u>
7	Perform Complete Geophysical Logging	3	LS	\$ <u>7,500</u>	\$ <u>22,500</u>
8	Perform Plumbness and Alignment Testing	3	LS	\$ <u>1,500</u>	\$ <u>4,500</u>
9	Complete Setup, Placement and Removal for Full Strength Acidization	1	LS	\$ <u>70,000</u>	\$ <u>70,000</u>
10	Complete Setup, Placement and Removal for Blended Acidization	1	LS	\$ <u>70,000</u>	\$ <u>70,000</u>
11	Furnish Well Acid	20,000	Gallon	\$ <u>4.00</u>	\$ <u>80,000</u>
12	Pump Develop Well	40	Hour	\$ <u>300</u>	\$ <u>12,000</u>
13	Pump Testing	20	Hour	\$ <u>300</u>	\$ <u>6,000</u>
14	Modify Discharge Piping with 6-inch Stainless Steel Blow-off	1	LS	\$ <u>2,500</u>	\$ <u>2,500</u>
15	Well Facility Disinfection	7	Each	\$ <u>5,000</u>	\$ <u>35,000</u>
16	Bacteriological Sampling and Testing	7	Each	\$ <u>0</u>	\$ <u>0</u>

BID SCHEDULE OF VALUES – REVISED BY ADDENDUM 1, 3
FLORIDAN AQUIFER WELL REPAIR AND REHABILITATION PROGRAM (W2503)

**This page should be clearly marked with a tab for easy identification during the bid opening process.*

BIDDING COMPANY NAME: AUL WEBB'S ENTERPRISES, INC.

Item No.	Item Description	Estimated Quantity	Unit	Unit Price	Extended Value
17	Site Restoration	3	Each	\$ <u>6,000</u>	\$ <u>18,000</u>
18	Certified Welding Services	10	Hour	\$ <u>200</u>	\$ <u>2,000</u>
19	Licensed Electrician Services	10	Hour	\$ <u>200</u>	\$ <u>2,000</u>
20	Furnish and Install Additional Discharge Pipe	<u>1,000</u>	LF	\$ <u>10</u>	\$ <u>10,000</u>
21	Extra work by Crew (Foreman and one Crew Member) with Equipment	10	Hour	\$ <u>420</u>	\$ <u>4,200</u>
22	Extra work by Crew (Foreman and one Crew Member) without Equipment	10	Hour	\$ <u>280</u>	\$ <u>2,800</u>
23	Unidentified Parts Allowance	1	LS	\$ <u>110,000.00</u>	\$ <u>110,000.00</u>

Total Bid Price: (Item Nos. 1-23) = \$ 576,828

* Bidder shall indicate the percentage (%) in the blank provided on the Bid Form for Pay Items 2, 3, and 4.

Refer to Section 01025 Measurement and Payment of the technical specifications for additional detail for all Pay Items.

Total Bid Price (Items 1-23) in Words: FIVE HUNDRED SEVENTY-SIX THOUSAND EIGHT HUNDRED TWENTY-EIGHT DOLLARS

* The schedule of bid items has been developed to allow the Town to equitably evaluate bids. Individual bid item unit costs will be used to establish the total cost of each scope of work developed to repair, rehabilitate, investigate and/or maintain wells; work orders will be issued as authorization to proceed with the various scopes of work to be completed under this Contract. Town does not guarantee that estimated quantities shown will be utilized in full, or at all. The Town may utilize some or all of these bid items for each scope of work, as the Town deems necessary.

MUST CHECK ONE OF THE FOLLOWING:

BACTERIOLOGICAL CLEARANCE LABORATORY

- ☐ Approved State Department of Health Laboratory (DOH Certified)
- ☒ Town of Jupiter Utilities Laboratory (DOH Certified) - Use of Town of Jupiter Water System Lab will result in no charge for Item No. 16 on the Schedule of Values.

LIST OF SUBCONTRACTORS/SUPPLIERS

The Bidder shall list below the name and the location of the place of business of each subcontractor who will perform work or labor or render service to the prime contractor in or about the construction of the Work or improvement, or a subcontractor licensed by the State who, under subcontract to the prime contractor, specially fabricates and installs a portion of the Work or improvement according to detailed drawings contained in the plans and specifications, in an amount in excess of two percent (2%) of the prime contractor's total bid. Failure to comply with this requirement may render the Bid non-responsive and may cause its rejection. If Prime Contractor will self-perform any of the work listed below it shall be indicated as self-perform under Subcontractor License Number.

<u>Work to be Performed</u>	<u>Subcontractor License Number</u>	<u>Percent of Total Contract</u>	<u>Subcontractor/Supplier Name & Address</u>
NONE			

Note: Provide licenses, certifications, experience, E-Verify and qualification forms for those subcontractors listed above. Attach additional pages as needed.

QUALIFICATION REQUIREMENTS

(Complete these pages entirety and include with Bid. Attach copies of applicable Licenses)

THE UNDERSIGNED GUARANTEES THE TRUTH AND ACCURACY OF ALL STATEMENTS AND ANSWERS HEREIN CONTAINED:

- A. Any information for which OWNER cannot corroborate is grounds for rejection of Bid. (Use additional sheets as needed to provide the required information.)
- B. The individual who holds the Well Drilling Contractor's License for the firm awarded the Work for this Contract shall be active in the management and ownership of the firm and shall be available to provide expertise on the project during the course of the project, for the complete duration of the project, as needed. Provide the name of the individual who holds the State of Florida Well Drilling Contractor license and license number:

DAVID WEBB JR.

LICENSE # 11342

1. State the numbers of years your organization has been doing business in the State of Florida:

46

2. State the number of years your organization has been doing business as a licensed Well Drilling Contractor in the State of Florida:

46

3. We typically perform 100 % of the work with our own forces. List trades below for which your organization is qualified to self-perform on this project:

4. Has Bidder ever failed to complete awarded work? No
If so, state where, when and why:

5. State the location of the office from which this Contract will be managed.

309 COMMERCE WAY JUPITER, FL 33458

6. State the number of employees available to complete the work contemplated by this contract.

63

7. State Name and years of experience of Bidder's Project Manager to be assigned to this Project. Provide the proposed Project Manager's experience for at least four (4) similar projects within the past five (5) years. Provide information as to the role of the individual for the stated previous projects and his/her intended role for this Contract. Provide reference contact information for Project Manager on previous projects listed. If in Owner's opinion the proposed Project Manager is not qualified to act at Project Manager for this Contract based on the information presented by the Bidder and Owner's verification of references, Bidder shall propose another Project Manager. Owner and Bidder shall agree on the Project Manager for this Contract before the Contract is awarded.

Project Manager's Name: RAY HERNANDEZ

Years of Experience in this type of work: 8 YEARS

Years of Experience as a Project Manager in this type of work: 6 YEARS

8. List equipment owned by Contractor to complete the Work identified for this contract.

PLEASE SEE ATTACHED EQUIPMENT LIST

9. List equipment to be rented by Contractor to complete the Work of this contract.

NONE

10. Only Bidders and Subcontractor(s) who are deemed qualified by Owner, at Owner's sole discretion, and have completed at least four (4) similar projects over the last five (5) years or equivalent experience as determined by the Town to be in the Town's sole best interest will be considered for contract award. Failure to provide previous experience and qualification information requested by the Bidding Documents with the Bidder's Sealed Bid, or if the Owner cannot corroborate the previous experience and qualification information submitted by Bidder in Bidder's Sealed Bid, may result in Bid disqualification.

NOTE:

Bidder shall complete and submit with the Sealed Bid the following Bidder Qualification forms for the Prime Contractor and all Major Subcontractors (each whose value of work to be performed is greater than 2% of the Prime Contractor's Total Bid). All information requested on the forms shall be provided in sufficient detail for Owner to perform a comprehensive review of the Bid. For Major Subcontractors, provide previous experience and qualifications for at least four (4) projects completed over the past five (5) years.

NOTE: In order to be deemed acceptable for the purpose of determining Bidder Qualification, similar projects shall be listed below and have all information completed (blanks correctly filled in) including contact names and telephone numbers of both the Owner and Engineer.

11. Bidder shall demonstrate the ability to complete projects on time within the contract completion dates. List ALL projects completed within the last three (3) years that were not completed on schedule and for which liquidated damages (LD) were not incurred. Attach additional pages as needed:

PROJECT NAME: NONE

OWNER NAME/CONTACT INFO: _____

CONTRACT COMPLETION DATE: _____

ACTUAL COMPLETION DATE: _____

12. List ALL projects within the past five (5) years (started, underway, or completed) in which liquidated damages (LD) are accumulating or were incurred, either directly or indirectly. Attach additional pages as needed:

PROJECT/OWNER: NONE

TOTAL LD AMOUNT ASSESSED: _____

REASON FOR LDs: _____

13. List ALL projects within the past five (5) years (underway or completed) in which adverse litigation, including but not limited to mediation, involving the Owner of the project, occurred, either directly or indirectly with the Bidder or his/her subcontractors. Attach additional pages as needed:

PROJECT: NONE

OWNER: _____

TYPE OF
LITIGATION: _____

REASON FOR LITIGATION: _____

14. A copy of Bidder's most recent audited financial statement may be requested as additional information after bids are received during the bid evaluation process.

QUALIFICATION REQUIREMENTS (CONTINUED)

As Bidder, we certify the following:

(1) NAME & LOCATION OF PROJECT: Lower Floridan UIC Class V Exploratory Well.

12386 Lake Nona Gateway Road Orlando, Florida.

CHECK ONE OF THE FOLLOWING OPTIONS, BIDDER WAS: ☒ PRIME CONTRACTOR [] SUBCONTRACTOR

YEAR OF PROJECT: 2020-2022

SCOPE OF WORK: Drill an Exploratory Well. Casing Strings 36" to 230, 26" to 1050', 16" to 1500' and 7" FRP to 2060', Open Hole to 2650'

CONTRACT VALUE: \$ 3,470,125.00

TOTAL VALUE OF CHANGE ORDERS: 0

REASON FOR CHANGE ORDERS: N/A

CONTRACT START AND COMPLETION DATES: December 2020 - February 2022

WAS PROJECT COMPLETED ON TIME (IF NOT EXPLAIN THE DELAYS): Yes

OWNER OF PROJECT:

OWNER CONTACT NAME AND PHONE NUMBER: Bradley Jewel, P.E. 407-434-4213

ENGINEERING FIRM (DURING CONSTRUCTION): Jacobs

ENGINEER CONTACT NAME, PHONE NUMBER, AND ADDRESS:

Josh Fuller 828-506-8575

Josh.fuller@jacobs.com

ADDITIONAL INFORMATION: _____

QUALIFICATION REQUIREMENTS (CONTINUED)

(2) NAME & LOCATION OF PROJECT: Gulfstream Floridian Aquifer Well F-1. Gulfstream Florida

CHECK ONE OF THE FOLLOWING OPTIONS, BIDDER WAS: ☒ PRIME CONTRACTOR ☐ SUBCONTRACTOR

YEAR OF PROJECT: 2021-2022

SCOPE OF WORK: Construct Floridian Aquifer well to 1500'. 24" Steel Casing to 300'. 12" Certa-Lok SDR17 PVC Casing to 1250'. 10.5" Open Hole to 1500'. Development, step-rate pump test, geophysical logging, acidize, final wellhead

CONTRACT VALUE: \$1,324,000

TOTAL VALUE OF CHANGE ORDERS: 0

REASON FOR CHANGE ORDERS: N/A

CONTRACT START AND COMPLETION DATES: April 2021 - January 2022

WAS PROJECT COMPLETED ON TIME (IF NOT EXPLAIN THE DELAYS): Yes

OWNER OF PROJECT:

OWNER CONTACT NAME AND PHONE NUMBER: Ryan Swilley Gulf Stream Golf Club

ENGINEERING FIRM (DURING CONSTRUCTION): JLA Geo Sciences

ENGINEER CONTACT NAME, PHONE NUMBER, AND ADDRESS:

John Fredriches 561-746-0288, Ext. 104

jfriedriches@jlageosciences.com

ADDITIONAL INFORMATION: _____

QUALIFICATION REQUIREMENTS (CONTINUED)

(3) NAME & LOCATION OF PROJECT: Floridan Aquifer Test Production Well FA-1. Stuart FL

CHECK ONE OF THE FOLLOWING OPTIONS, BIDDER WAS: ☒ PRIME CONTRACTOR ☐ SUBCONTRACTOR

YEAR OF PROJECT: 2020

SCOPE OF WORK: Construction of Floridan Aquifer Well Including Testing and Final Wellhead. 36" Pic Pipe to 20', 30" Steel Casing to 190', 20" Steel Casing to 680', 12" SDR 17 Certa-Lok PVC Casing 150'-1100' 16" Certa-Lok 5'-150'

CONTRACT VALUE: \$1,332,425

TOTAL VALUE OF CHANGE ORDERS: 0

REASON FOR CHANGE ORDERS: N/A

CONTRACT START AND COMPLETION DATES: July 2020 - December 2020

WAS PROJECT COMPLETED ON TIME (IF NOT EXPLAIN THE DELAYS): Yes

OWNER OF PROJECT:

OWNER CONTACT NAME AND PHONE NUMBER: Mark Rogolino 772-288-5320

ENGINEERING FIRM (DURING CONSTRUCTION): JLA Geosciences

ENGINEER CONTACT NAME, PHONE NUMBER, AND ADDRESS:

Rod Miller JLA Geosciences 561-719-2422

rmiller@jlageosciences.com

ADDITIONAL INFORMATION: _____

QUALIFICATION REQUIREMENTS (CONTINUED)

(4) NAME & LOCATION OF PROJECT: Construction and Testing of Upper Floridan Aquifer Wells F-2 & Test Well

CHECK ONE OF THE FOLLOWING OPTIONS, BIDDER WAS: ☐ PRIME CONTRACTOR ☐ SUBCONTRACTOR

YEAR OF PROJECT: 2020-2022

SCOPE OF WORK: 2 Wells 48" Steel Casing to 60'. 36" Steel Casing to 4601'. 20" FRP Casing to 1020' Open Hole to 1250'. Acidization, Pump Testing, Geophysical Logging. Complete Wellhead

CONTRACT VALUE: \$4,210,100

TOTAL VALUE OF CHANGE ORDERS: 0

REASON FOR CHANGE ORDERS: N/A

CONTRACT START AND COMPLETION DATES: July 2020 - November 2022

WAS PROJECT COMPLETED ON TIME (IF NOT EXPLAIN THE DELAYS): Yes

OWNER OF PROJECT:

OWNER CONTACT NAME AND PHONE NUMBER: Raul Febre 786-243-4231

ENGINEERING FIRM (DURING CONSTRUCTION): JLA Geosciences

ENGINEER CONTACT NAME, PHONE NUMBER, AND ADDRESS:

Rod Miller JLA Geosciences 561-719-2422

Rmiller@jlageosciences.com

ADDITIONAL INFORMATION: _____

PROPOSAL (CONTINUED)

If awarded the Contract, the undersigned agrees to execute the attached Agreement/Contract within fifteen (15) calendar days from the date set forth in the Notice of Intent to Award or Notice of Award, which ever one is received first, and to fully complete all necessary work within the time limits specified below after date of written Notice to Proceed, with such extensions of time as are provided for in the General Conditions.

Substantial Completion:	365 calendar days from Notice to Proceed
Final Completion:	365 calendar days from Notice to Proceed

The undersigned understands the Contract Time starts on the date of Notice to Proceed. The undersigned understands the Contract Times include Contractor to obtaining permits, shop drawing approvals, ordering materials, receiving deliveries, construction of the Work, restoration, permit close-outs, and all other work required to complete the Work in full. The undersigned acknowledges that liquidated damages will apply if the completion dates are not achieved.

There is enclosed a bid guarantee consisting of five percent (5%) of bid price.

The undersigned agrees that all bid documents issued for this project, including addenda, have been reviewed and site visits performed, as necessary to provide a comprehensive bid. The undersigned acknowledges receipt of 3 (insert number) Addenda for this project.

The undersigned furthermore agrees that, in case of failure on undersigned's part to sign said contract and provide required bonds, power of attorney's, and insurance within (15) days after receipt of a Notice of Intent to Award or a Notice of Award, whichever comes first, the check, bond, or other security accompanying undersigned's Bid and the money payable thereon, shall become the property of the Town, by forfeit as agreed and liquidated damages; otherwise the check or bond accompanying undersigned's Bid shall be returned to the undersigned.

The undersigned acknowledges that payments made by the Town of Jupiter will be made via electronic funds transfers (EFT) and vendor will provide the Town of Jupiter with the information required to make EFT payments.

The undersigned, if awarded the contract, agrees to furnish at time of signing the contract, a payment bond and a performance bond, each in the amount of 100% of the contract value as set forth in "Instructions to Bidders".

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.

PROPOSAL (CONTINUED)

The undersigned states that this bid proposal is the only proposal for this project in which he is interested and certifies that all of the information provided in this bid proposal is true and correct.

SUBMITTAL DATE 10/23/24

FIRM NAME AW WEBBS ENTERPRISES INC.

FEDERAL EMPLOYER IDENTIFICATION NUMBER (FEIN) 59-2418764
(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 DAVID WEBB JR. VP

EMAIL ADDRESS OF RESPONSIBLE OFFICIAL DAVIDWEBBJR@ALLWEBBS.COM

BUSINESS ADDRESS 309 COMMERCE WAY JUPITER, FL 33458

BUSINESS TELEPHONE 561-746-2079

STATE OF INCORPORATION FL

FULL NAMES AND ADDRESSES OF PERSONS OR PARTIES INTERESTED IN THE FOREGOING BID, AS PRINCIPALS:

DAVID WEBB JR. 309 COMMERCE WAY JUPITER, FL 33458

FULL NAME, TITLE, EMAIL ADDRESS, AND PHONE NUMBER OF PERSON MANAGING THE WORK UNDER THIS CONTRACT:

RAY HERNANDEZ RAY@ALLWEBBS.COM PROJECT MANAGER

THIS SPACE WAS INTENTIONALLY LEFT BLANK
PROCEED TO NEXT PAGE

CONTRACTOR SAFETY QUALIFICATIONS/REQUIREMENTS

1. APPLICABILITY

Any contractors performing maintenance, repair, turnaround, major renovations, or specialty work on or adjacent to the hazardous chemical process at the Jupiter Water Treatment plant is subject to the contractor safety requirements of the Environmental Protection Agency Risk Management Program (40 CFR 68.87) and the Occupational Safety and Health Administration's Process Safety Management Program (29 CFR 1910.119(h)).

CONTRACTOR SHALL SUBMIT A COMPLETED COPY OF THE ATTACHED "CONTRACTOR SAFETY QUALIFICATION FORM" WITH THEIR BID. FAILURE TO INCLUDE THIS FORM WITH THE BID IS GROUNDS FOR DISQUALIFICATION.

2. OWNER RESPONSIBILITY

(A) Selecting a Contractor:

1. When selecting a contractor, obtain and evaluate information regarding the contractor's safety program.

(B) Informing a Contractor:

1. Inform the contractor of the known potential fire, explosion, or toxic release hazards related to the contractor's work and regulated process.
2. Explain to the contractor the applicable provisions of the facilities emergency response program (i.e. alarms, evacuation routes, etc.)
3. Inform the contractor of the facility's safe work practices of operations such as:
 - Confined space entry
 - Equipment/line opening
 - Lockout/tagout Program
 - Control over entry into regulated (i.e. hazardous) process areas
 - Hot Work Permit

(C) Evaluating a Contractor's Performance

1. Evaluate the contractor's performance in fulfilling their requirements under this regulation.

3. CONTRACTOR RESPONSIBILITY

- (A) Assure that each of the contractor's employee's is trained in the work practices to safely perform his/her job, and to document that each employee understood the training. This documentation will include the name of employee, date of the training, and means used to verify that the employee understood the training.
- (B) Assure that each of the contractor's employees are instructed in the known potential fire, explosion, or toxic release hazards related to his/her job and the process, and the applicable provisions of the emergency response plan.
- (C) Assure that Contractor's employees and subcontractor's/laborers attend the WTP safety orientation and follow the facility's safety rules including safe work practices such as control over entry into

hazardous chemical process areas, lockout/tagout, equipment/line opening, confined space safety, and hot work permit.

- (D) Advise the facility owner of any unique hazard presented by the contractor's work, or of any hazards found by the contractor.
- (E) Obtain and evaluate information pertaining to subcontractor's safety programs.
- (F) Assure that subcontractor's and laborers are trained in their work practice to safely perform their jobs.

4. CONTRACTOR SUBMITTALS

(A) Training Certification

Prior to the commencement the contractor shall certify in writing to the Owner that those employees involved in work on or around the hazardous chemical process at the Jupiter Water Treatment Plant have successfully completed training in accordance with 40 CFR 68.87(c) and 29 CFR 1910.119(h)(3).

(B) Records Maintenance

The Contractor shall maintain a record of those employees who successfully completed the above training. These records must include the following information:

- Name of the employee
- Contents of training
- Date of training
- Means used to verify that the employee understood the training

(C) Additional Responsibilities

1. Contractor must immediately inform the Owner of all contract employee injuries or illness resulting from work performed on or around and hazardous chemical process.
2. Contractor must immediately inform the Owner of any injuries resulting from any work at the facility.
3. Contractor employees, subcontractors, and laborers must participate in a mandatory on-site safety orientation conducted by the Owner before work begins. It is the Contractor's responsibility to schedule these meetings with the Owner, and it is the Contractor's responsibility to ensure all persons working on the Water Treatment Plant site under this contract have attended the mandatory on-site safety orientation. Failure to do so will result in removal of those persons who have not received the training from the job site until such time as the training is obtained.

CONTRACTOR SAFETY QUALIFICATION FORM

SECTION 1: COMPANY INFORMATION			
Company Name: <u>ALL WEBBS ENTERPRISES, INC</u>			
Address 1: <u>309 Commerce Way</u>			
Address 2:			
City, State, Zip: <u>JUPITER, FL 33458</u>			
Telephone No.: <u>561-746-2079</u>			
Fax No.: <u>561-746-4199</u>			
SECTION 2: NAME(S) AND RELATIONSHIPS OF PARENT COMPANY, AFFILIATES, SUBSIDIARIES, PARTNERS			
Company Name:			
Address:			
City, State, Zip:			
Relationship:			
Company Name:			
Address:			
City, State, Zip:			
Relationship:			
SECTION 3: INSURANCE COVERAGE			
3.1 Please attach certificates showing the extent of coverage, exclusions and deductibles for the following:			
- General Business Liability Insurance - Professional Liability Insurance - Contractors Pollution Liability Insurance - Workers' Compensation Insurance			
3.2 How long have you been covered by your current provider of Workers' Compensation Insurance?			
<u>5 YEARS</u>			
3.3 List the Experience Modification Ratio (EMR) that has been applied to your company's workers' compensation insurance policy for the past five years:			
Year	Intrastate EMR	Interstate EMR	Comments
<u>2024</u>	<u>.87</u>		
<u>2023</u>	<u>1.17</u>		
<u>2022</u>	<u>1.24</u>		
<u>2021</u>	<u>1.28</u>		
<u>2020</u>	<u>1.00</u>		

CONTRACTOR SAFETY QUALIFICATION FORM (CONTINUED)

3.4 List the contact information for an insurance broker who can verify your EMR's:

Name: DAN VELLES

Address 1: 1200 UNIVERSITY BLVD.

Address 2: #200

City, State, Zip: JUPITER, FL 33458

Telephone No.: 561-339-3717

If you do not have an EMR, please explain:

SECTION 4: INJURY AND FATALITY INFORMATION

4.1 Please transfer the numbers and rates of injuries and illnesses from your firm's OSHA No. 300 Logs to the table below:

Statistic	Year: <u>2023</u>		Year: <u>2022</u>		Year: <u>2021</u>	
	No.	Rate	No.	Rate	No.	Rate
Lost Workday Cases	<u>0</u>		<u>0</u>		<u>0</u>	
Restricted Workday Cases	<u>0</u>		<u>0</u>		<u>0</u>	
Medical Treatment (not First Aid) Cases	<u>0</u>		<u>0</u>		<u>1</u>	
Total Illness Cases	<u>0</u>		<u>0</u>		<u>0</u>	
Total Recordable Cases	<u>0</u>		<u>0</u>		<u>0</u>	
Fatalities	<u>0</u>		<u>0</u>		<u>0</u>	

4.2 If your company has had fatalities in the past three years include location, cause and corrective actions in the space below:

NO FATALITIES

CONTRACTOR SAFETY QUALIFICATION FORM (CONTINUED)

SECTION 5: SAFETY MEETINGS

5.1 Do you require that *documented* safety meetings be held for:

- Field Supervisors? ☒ Yes ☐ No Frequency: WEEKLY
- Employees? ☒ Yes ☐ No Frequency: WEEKLY
- New Hires? ☒ Yes ☐ No Frequency: DAILY
- Subcontractors? ☒ Yes ☐ No Frequency: WEEKLY

SECTION 6: SAFETY AUDITS

6.1 Will a representative of your company audit safety practices on this job?

☒ Yes ☐ No

Name: DAVID WEBB JR. Title: VICE PRESIDENT

How frequently will the representative visit the project site? ONCE A MONTH

SECTION 7: HEALTH AND SAFETY PROGRAM

7.1 Does the company have a health and safety program? If yes, please give details below. (The contractor is encouraged to attach a copy of the program to satisfy this requirement).

PLEASE SEE ATTACHED.

7.2 Please give the name and telephone number of your company's health and safety officer, if any:

Name: DAVID WEBB JR. Title: VICE PRESIDENT

Telephone No.: 561-718-5092

SECTION 8: HEALTH AND SAFETY CITATIONS

8.1 Attach a list of any State or Federal Health and Safety citations received during the past three years.

N/A

SECTION 9: SIGNATURE OF COMPANY OFFICER

I certify that to the best of my knowledge, information, and belief formed after reasonable inquiry, the information submitted is true, accurate, and complete.

Name (print): DAVID WEBB JR Title: VICE PRESIDENT

Signature:  Date: 10/23/24

CONTRACTOR E-VERIFY AFFIDAVIT

I hereby certify that All Webb's Enterprises, 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 All Webb's Enterprises, Inc. [insert contractor company name] proof of registration in the E-Verify system is attached to this Affidavit.

David Webb Jr.
Print Name: DAVID WEBB JR.
Date: 10/23/24

STATE OF FLORIDA

COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me by means of physical presence or / online notarization, this 10/23rd/24 (date) by David Webb Jr. (name of officer or agent, title of officer or agent) of All Webb's Enterprises (name of contractor company acknowledging), a Florida (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]

MARTINE RIVARD
Notary Public
State of Florida
Comm# HH490006
Expires 6/3/2028



Notary Public

Martine Rivard
Name typed, printed or stamped

My Commission Expires: 6/3/2028

SUBCONTRACTOR E-VERIFY AFFIDAVIT

I hereby certify that N/A [insert subcontractor 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 N/A [insert subcontractor company name] proof of registration in the E-Verify system is attached to this Affidavit.

David Webb Jr.

Print Name: DAVID WEBB JR.

Date: 10/23/24

STATE OF FLORIDA

COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me by means of physical presence or / online notarization, this 10/23/24 (date) by David Webb Jr (name of officer or agent, title of officer or agent) of All Webb's Enterprises (name of contractor company acknowledging), a Florida (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]



MARTINE RIVARD
Notary Public
State of Florida
Comm# HH490006
Expires 6/3/2028

Notary Public

Martine Rivard

Name typed, printed or stamped

My Commission Expires: 6/3/2028

SWORN STATEMENT

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
[print name of the public entity]
by DAVID WEBB JR. VICE PRESIDENT
[print individual's name and title]
for AW WEBBS ENTERPRISES, INC.
[print name of entity submitting sworn statement]
whose business address is 309 COMMERCE WAY JUPITER, FL 33458

and (if applicable) its Federal Employer Identification Number (FEIN) is:

59-2418764
(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn
Statement: 59-2418764.)

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.]**

X 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]

[signature]

Sworn to and subscribed before me this 23rd day of October, 2024

Personally known David Webb Jr

OR Produced identification _____ Notary Public – State of Florida

My commission expires 6/3/2028

[Signature]

(Printed typed or stamped commissioned name notary public)



MARTINE RIVARD
Notary Public
State of Florida
Comm# HH490006
Expires 6/3/2028

TRENCH SAFETY

Bidder acknowledges that included in the various items of the proposal and in the Total Bid Price are costs for complying with the Florida Trench Safety Act (90-96, Laws of Fla.) effective October 1, 1990. The bidder further identifies the costs to be summarized below.

TRENCH SAFETY MEASURE EXTENDED (DESCRIPTION)	UNITS OF MEASURE (LF, SY)	UNIT (QUANTITY)	UNIT COST	COST
---	---------------------------------	--------------------	--------------	------

- A. COMPLIANCE LF \$1.00
- B. SPECIAL SHORINGS LF \$50.00
- C. _____
- D. _____

Failure to complete the above may result in the bid being declared non-responsive.

THIS SPACE INTENTIONALLY LEFT BLANK
PROCEED TO NEXT PAGE

BID BOND

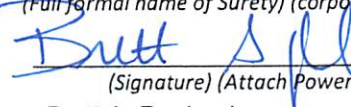
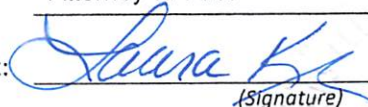
**This page should be clearly marked with a tab for easy identification during the bid opening process.*

BIDDER Name: All Webb's Enterprises, Inc. Phone: (561)746-2079 Address (principal place of business): 309 Commerce Way Jupiter, FL 33458 Email Address: ray@allwebbs.com	SURETY Name: Swiss Re Corporate Solutions America Insurance Corporation Phone: (816)235-3700 Address (principal place of business): 1200 Main St, Suite 800, Kansas City, MO 64105 Email Address:		
OWNER Name: Town of Jupiter Phone: 561-746-5134 Address (principal place of business): <table style="width: 100%; border: none;"> <tr> <td style="width: 50%; border-right: 1px solid black; padding-right: 5px;"> Town Hall 210 Military Trail Jupiter, FL 33458 </td> <td style="width: 50%; padding-left: 5px;"> Water Treatment Facility 17403 Central Blvd Jupiter, FL 33458 Email address: AllysonF@jupiter.fl.us </td> </tr> </table>	Town Hall 210 Military Trail Jupiter, FL 33458	Water Treatment Facility 17403 Central Blvd Jupiter, FL 33458 Email address: AllysonF@jupiter.fl.us	BID Project (name and location): Floridan Aquifer Well Repair and Rehabilitation Program (W2503), Town of Jupiter Water Treatment Facility, 17403 Central Blvd., Jupiter, Florida 33458 <i>The project is located in the Town of Jupiter at the Water Treatment Facility and in Unincorporated Palm Beach County along the C-18 Canal adjacent to Palm Beach Country Estates.</i> Bid Due Date: <u>October, 23, 2024</u>
Town Hall 210 Military Trail Jupiter, FL 33458	Water Treatment Facility 17403 Central Blvd Jupiter, FL 33458 Email address: AllysonF@jupiter.fl.us		

BOND

Penal Sum: 5% of initial Contract Term	Date of Bond: October 23, 2024
--	--------------------------------

Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth in this Bid Bond, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative. Surety affirms it is authorized to do business in the State of Florida, and the Town of Jupiter, and as having an Agent resident therein.

Bidder All Webb's Enterprises, Inc. <i>(Full formal name of Bidder)</i> By: <u></u> <i>(Signature)</i> Name: <u>DAVID WEBB JR</u> <i>(Printed or typed)</i> Title: <u>VICE PRESIDENT</u> Attest: <u></u> <i>(Signature)</i> Name: <u>RAY HERNANDEZ</u> <i>(Printed or typed)</i> Title: <u>PROJECT MANAGER</u>	Surety Swiss Re Corporate Solutions America Insurance Corporation <i>(Full formal name of Surety) (corporate seal)</i> By: <u></u> <i>(Signature) (Attach Power of Attorney)</i> Name: <u>Brett A. Ragland</u> <i>(Printed or typed)</i> Title: <u>Attorney-In-Fact</u> Attest: <u></u> <i>(Signature)</i> Name: <u>Laura Krajczewski</u> <i>(Printed or typed)</i> Title: <u>Witness</u>
---	--

Notes: (1) Note: Addresses are to be used for giving any required notice. (2) Provide execution by any additional parties, such as joint venturers, if necessary.

BID BOND (CONTINUED)

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond will be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder occurs upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds, Power of Attorney(s), and Certificate(s) of Insurance required by the Bidding Documents.
3. This obligation will be null and void if:
 - 3.1. Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds, Power of Attorney(s), and Certificate(s) of Insurance required by the Bidding Documents, or
 - 3.2. All Bids are rejected by Owner, or
 - 3.3. Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions does not in the aggregate exceed 120 days from the Bid due date without Surety's written consent.
6. No suit or action will be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety, and in no case later than one year after the Bid due date.
7. Any suit or action under this Bond will be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder must be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by email with read receipt, personal delivery, commercial courier, or by United States Postal Service registered or certified mail, return receipt requested, postage pre-paid, and will be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond will be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute governs and the remainder of this Bond that is not in conflict therewith continues in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

SWISS RE CORPORATE SOLUTIONS

SWISS RE CORPORATE SOLUTIONS AMERICA INSURANCE CORPORATION ("SRCSAIC")
SWISS RE CORPORATE SOLUTIONS PREMIER INSURANCE CORPORATION ("SRCSPIC")
WESTPORT INSURANCE CORPORATION ("WIC")

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT SRCSAIC, a corporation duly organized and existing under laws of the State of Missouri, and having its principal office in the City of Kansas City, Missouri, and SRCSPIC, a corporation organized and existing under the laws of the State of Missouri and having its principal office in the City of Kansas City, Missouri, and WIC, organized under the laws of the State of Missouri, and having its principal office in the City of Kansas City, Missouri, each does hereby make, constitute and appoint:

JOSEPH D. JOHNSON, JR., JOSEPH D. JOHNSON, III, BRETT A. RAGLAND, FRANCIS T. O'REARDON, and TYLER RAGLAND

JOINTLY OR SEVERALLY

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of:

TWO HUNDRED MILLION (\$200,000,000.00) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both SRCSAIC and SRCSPIC at meetings duly called and held on the 18th of November 2021 and WIC by written consent of its Executive Committee dated July 18, 2011.

"RESOLVED, that any two of the President, any Managing Director, any Senior Vice President, any Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is, authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Corporation bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Corporation; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Corporation may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Corporation when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached."



By Erik Janssens
Erik Janssens, Senior Vice President of SRCSAIC & Senior Vice President
of SRCSPIC & Senior Vice President of WIC

By Gerald Jagrowski
Gerald Jagrowski, Vice President of SRCSAIC & Vice President of SRCSPIC
& Vice President of WIC



IN WITNESS WHEREOF, SRCSAIC, SRCSPIC, and WIC have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers

this 10 day of NOVEMBER, 20 22

State of Illinois
County of Cook

SS

Swiss Re Corporate Solutions America Insurance Corporation
Swiss Re Corporate Solutions Premier Insurance Corporation
Westport Insurance Corporation

On this 10 day of NOVEMBER, 20 22, before me, a Notary Public personally appeared Erik Janssens, Senior Vice President of SRCSAIC and Senior Vice President of SRCSPIC and Senior Vice President of WIC and Gerald Jagrowski, Vice President of SRCSAIC and Vice President of SRCSPIC and Vice President of WIC, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.



Christina Manisco
Christina Manisco, Notary

I, Jeffrey Goldberg, the duly elected Senior Vice President and Assistant Secretary of SRCSAIC and SRCSPIC and WIC, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said SRCSAIC and SRCSPIC and WIC, which is still in full force and effect.
IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 23rd day of October, 20 24.

Jeffrey Goldberg
Jeffrey Goldberg, Senior Vice President &
Assistant Secretary of SRCSAIC and
SRCSPIC and WIC



ALLWEBB-01

SILVAC

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
9/10/2024

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

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

PRODUCER Insurance Office of America Abacoa Town Center 1200 University Blvd, Suite 200 Jupiter, FL 33458	CONTACT Danae Bahamondes	
	PHONE (A/C, No, Ext): (561) 776-0660	FAX (A/C, No):
	E-MAIL Address: Danae.Bahamondes@ioausa.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Florida Citrus, Business & Industries Fund	15764
INSURED All Webbs Enterprises, Inc. 309 Commerce Way Jupiter, FL 33458	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$ ☐						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	106596432023	1/1/2024	1/1/2025	X PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

CERTIFICATE HOLDER

CANCELLATION

Town of Jupiter Utilities 210 Military Trail Jupiter, FL 33458	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

All person or organizations that, in a written contract executed by both parties prior to the date of injury covered by this policy, require you to obtain this agreement with us.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective Date: 1/1/2024 Policy No. 10659643-2023

Endorsement No.

Policy Effective Dates: 01/01/2024 - 01/01/2025

Premium \$

Insured: ALL WEBBS ENTERPRISES, INC.

Carrier Name / Code: Florida Citrus, Business & Industries Fund

WC 00 03 13

(Ed. 4-84)

Countersigned by _____

© Copyright 1984 National Council of Compensation Insurance, Inc. All Rights Reserved.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/9/2024

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

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

PRODUCER Blackadar Insurance Agency, Inc. 1436 N Ronald Reagan Blvd Longwood FL 32750	CONTACT NAME: Denise Carberry PHONE (A/C No. Ext): 407-831-3832 E-MAIL ADDRESS: denise@blackadar.com FAX (A/C No.): 407-830-4681
INSURED All Webbs Enterprises Inc David W. Webb Sr. & Deborah C. Webb 309 Commerce Way Jupiter FL 33458	INSURER(S) AFFORDING COVERAGE INSURER A: Indian Harbor Insurance Co INSURER B: Depositors Insurance Company INSURER C: Allied Insurance INSURER D: INSURER E: INSURER F:

COVERAGES**CERTIFICATE NUMBER:** 748408279**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ Contractual Liab GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC OTHER:	Y	Y	ACP3049536665	11/2/2023	11/2/2024	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
B	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS ONLY	Y	Y	ACP3049536665	11/2/2023	11/2/2024	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ PIP \$10,000
C	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION \$	Y	Y	ACP3049536665	11/2/2023	11/2/2024	EACH OCCURRENCE \$1,000,000 AGGREGATE \$1,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A A C	Contractors Pollution Professional Liability Installation Floater	Y Y Y	Y Y Y	PEC005301805 PEC005301805 ACP3049536665	11/2/2023 11/2/2023 11/2/2023	11/2/2024 11/2/2024 11/2/2024	\$1,000,000 Occurrence \$1,000,000 Occurrence \$750,000 \$2,000,000 Aggreg \$2,000,000 Aggreg \$10,000 Ded.

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

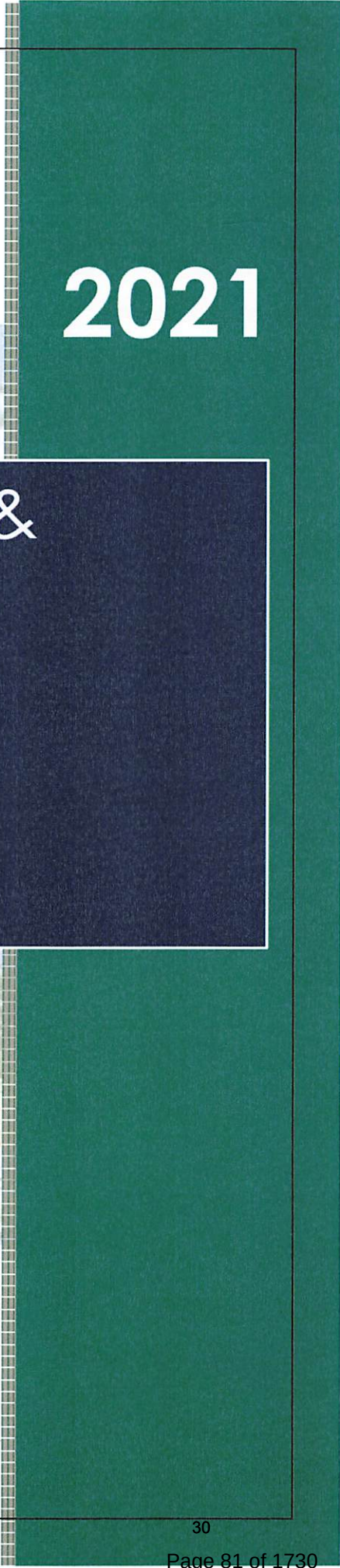
Excess General Liability policy#LHA104969 effective 11/2/2023 to 11/2/2024 coverage limit \$4,000,000 Each Occurrence, \$4,000,000 Aggregate- Evanston Insurance Co.
Equipment Floater - Policy #ACP3049536665 11/2/2023 TO 11/2/2024: Rented/Leased Equip. \$750,000 / \$25,000 Deductible

General Liability: Blanket Additional Insured including completed operations, Primary & Non- Contributory, Blanket Waiver of Subrogation when required by written contract. Business Auto: Primary & Non- Contributory, Blanket Additional Insured and Blanket Waiver of Subrogation when required by written contract. Pollution Liability: Blanket Additional Insured and Blanket Waiver of Subrogation when required by written contract.

CERTIFICATE HOLDER**CANCELLATION**

Town of Jupiter Utilities 210 Military Trail Jupiter FL 33458	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
---	---

© 1988-2015 ACORD CORPORATION. All rights reserved.



2021



Environmental, Safety & Health Program

All Webb's Enterprises

309 Commerce Way
Jupiter, FL 33458



TABLE OF CONTENTS

Policy Statement	Pg. 4
Safety Responsibilities, Stop Work Policy, Fitness for Duty	Pg. 5
Recordkeeping and Reporting Requirements	Pg. 10
Incident & Accident Investigations	Pg. 16
Occupational Safety & Health Administration (OSHA) Inspections	Pg. 17
OSHA Variances	Pg. 21
Fleet Safety	Pg. 24
Modified Duty	Pg. 32
Medical First Aid	Pg. 34
Occupational Noise Exposure	Pg. 37
Personal Protective Equipment	Pg. 43
Hazard Communication	Pg. 47
Lock Out/Tag Out	Pg. 53
Electrical Protection	Pg. 57
Manual Material Handling-Ergonomics	Pg. 67
Heat Stress	Pg. 75
Bloodborne Pathogens	Pg. 80
Fall Protection	Pg. 84
Powered Industrial Trucks	Pg. 87
Ladders	Pg. 96
Fire Protection	Pg. 99
Tools	Pg. 104
Traffic Safety-Vehicular & Pedestrian	Pg. 110
Rigging	Pg. 111
Cranes	Pg. 116
Signs	Pg. 123
Drilling Operations	Pg. 124
Acidization	Pg. 129
RB Testing-Radiation Safety	Pg. 131
Spill Prevention, Control and Countermeasure (SPCC)	Pg. 134
Stormwater Erosion, Sedimentation and Control	Pg. 136
Training and Pre-Planning	Pg. 137
Insurance Requirements	Pg. 138
Emergency Preparedness	Pg. 143
Subcontractor Prequalification	Pg. 147
Disciplinary Action Procedures	Pg. 149
Substance Abuse	Pg. 151
Sexual Harassment	Pg. 155
Accident Report Form	Pg. 156
Root Cause Analysis Procedures	Pg. 158
Motor Vehicle Inspection	Pg. 159
Lock Out/Tag Out Checklist	Pg. 163
Forklift Inspection Checklist	Pg. 165

Hazard Analysis	Pg. 166
Drug and Alcohol Acknowledgement Form	Pg. 167
Refusal of Medical Treatment Form	Pg. 168
Hold Harmless Agreement	Pg. 169
OSHA Recordkeeping Log-300	Pg. 170
OSHA Recordkeeping Log-300A	Pg. 171
OSHA Recordkeeping Log-301	Pg. 172
Company Vehicle and Cell Phone Policy	Pg. 173
Multi-Employer Citation Corrective Action Form	Pg. 177
Quality Control and Assurance	Pg. 178
Personal Protective Equipment Assessment Checklist	Pg. 185
Stormwater Erosion, Sedimentation and Control Resources	Pg. 190





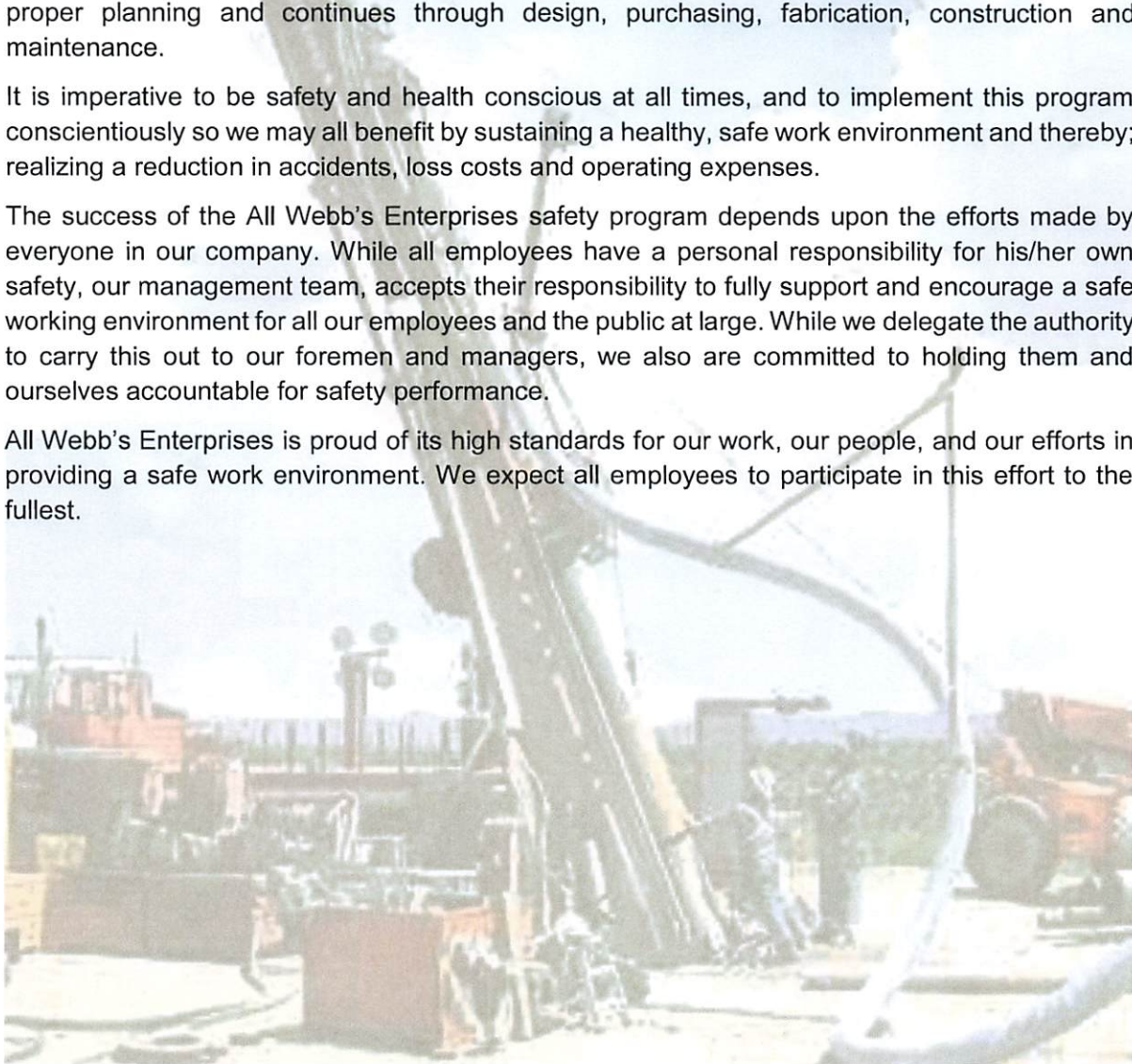
EH&S Policy Statement
Revision Date:

All Webb's Enterprises is committed to conducting all operations safely, to preventing accidents and injuries to persons, and to preventing damage to property. Safety preparedness begins with proper planning and continues through design, purchasing, fabrication, construction and maintenance.

It is imperative to be safety and health conscious at all times, and to implement this program conscientiously so we may all benefit by sustaining a healthy, safe work environment and thereby; realizing a reduction in accidents, loss costs and operating expenses.

The success of the All Webb's Enterprises safety program depends upon the efforts made by everyone in our company. While all employees have a personal responsibility for his/her own safety, our management team, accepts their responsibility to fully support and encourage a safe working environment for all our employees and the public at large. While we delegate the authority to carry this out to our foremen and managers, we also are committed to holding them and ourselves accountable for safety performance.

All Webb's Enterprises is proud of its high standards for our work, our people, and our efforts in providing a safe work environment. We expect all employees to participate in this effort to the fullest.



List of Current Equipment

Description (Quantity)	Capacity
(3)Schramm TXD 200 Hydraulic Top Drive 2006, 2012, 2014	200,000 lbs up to 64" diameter
(2)Challenger 320 Kelly Rotary 1980	200,000 lbs up to 54" diameter
(2)Foremost DR HD 24 2009,2017	75,400 lbs up to 36" diameter
(1)Foremost DR 24 2017	117000 lbs up to 36" diameter
Steel Containment Pads (3)	Built custom to site to contain rig and fluids system, ¼" steel floor with 24" lbeam wall on perimeter
Electric Mud Systems (5) Pumps, shakers, desilter units, tanks	3,000 gpm, (4) 22,000 gallon tanks
Air Compressors (4)	400 cfm/200 psi
Double White Band Drill Pipe 6 5/8 inch	4000 feet
7 inch	2000 feet
5 inch	2000 feet
3 ½ inch	6000 feet
Drill Collars (12)	4" – 12"
Stabilizers (numerous)	60" and lower
Bits (numerous)	64" and lower
Cement Mixing and Pumping Trailer (3) Trican Cement Unit (1)	Haliburton type 375 hp, 10 bbl/min recirculating continuous jet mixer, Coriolis density meter, pickup pump,
Logging Trucks (3)	Each fully equipped for all logs and videos
Acidization Unit	HCL capable acid unit
Chlorination Unit	All well disinfection
Tanker Trailers (2)	6300 gallon stainless and aluminum
Support equipment (3) Loaders, (6) cranes, (7) backhoes, (1) trackhoe (1) dump trailer, (6) welders, (5) storage tanks, (5)semi tractors, (1) vac truck	Good working equipment owned by AWE to support day to day drilling operations.

AGREEMENT (CONTRACT) BETWEEN OWNER AND CONTRACTOR

REVISED BY ADDENDUM 1

This Agreement (Contract) made this _____ (date) day of _____ (month), _____ (year) by and between the Town of Jupiter, a public agency of the State of Florida hereinafter designated as the “the TOWN” and “OWNER”, and **All Webbs Enterprises, Inc., 309 Commerce Way, Jupiter, FL 33458**, a Corporation, **59-2418764**(FEIN number) hereinafter designated as “the CONTRACTOR”, in consideration of the mutual covenants hereinafter set forth agree as follows:

ARTICLE 1. WORK.

- 1.1 CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

Furnish all permits, labor, equipment and materials necessary to investigate, rehabilitate, repair, and/or maintain Upper Floridan Aquifer (UFA) production wells for the Town of Jupiter (OWNER), located in Jupiter, Florida. The work as specified includes, but is not limited to permitting; mobilization; removal of portions of the existing wellhead; removal of the drop pipe, and appurtenances; well kill(s) as required; down-hole video and geophysical logging under static and flowing conditions; plumbness and alignment testing of existing well casings, acid treatment of the completion interval; removal and treatment of the residual spent acid water; purging of the well, flow testing, formation water treatment and disposal system (including temporary piping and pumps); reinstallation of the pump, drop pipe, wellhead ready for service; well facility disinfection, purging and bacteriological clearance; demobilization and restoration of well sites; and completion of all required work to the extent the well facility has been successfully rehabilitated, returned to service and accepted by the OWNER based on the intent of the contract documents. Additional well maintenance and rehabilitation activities may also include miscellaneous welding, mechanical repairs, and all other incidentals as outlined on the bid documents and all appurtenances necessary to complete the Work based on the intent of the contract documents.

- 1.2 The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows: **FLORIDAN AQUIFER WELL REPAIR AND REHABILITATION PROGRAM (W2503) FOR THE TOWN OF JUPITER UTILITIES, JUPITER, FLORIDA**

ARTICLE 2. HYDROGEOLOGIST.

- 2.1 The Project has been designed by the following: JLA Geosciences, 1931 Commerce Way, suite 3, Jupiter, FL 33458.
- 2.2 The Town of Jupiter will administer the contract during the construction phase. The Hydrogeologist will serve as the Owner’s Representative during the course of the Contract.

ARTICLE 3. CONTRACT TIME.

- 3.1 The Work will have substantial completion dates and final completion dates after the date when the Contract Time commences to run as provided in Article 4 of the General Conditions, and as outlined below. The work will be completed and ready for substantial and final payment in accordance with Article 15 of the General Conditions and as outlined below:

Substantial Completion:	365 calendar days from Notice to Proceed
Final Completion:	365 calendar days from Notice to Proceed

- 3.2 Unless extended or terminated, the period of performance of this CONTRACT shall commence upon the effective date of execution by the OWNER and continue for a period of 365 days or three hundred and sixty-five calendar days. Written Notice to Proceed and Work Order duration will be mutually agreed upon by both the CONTRACTOR and OWNER and provided in Work Orders outlining work. The CONTRACTOR shall not proceed with work under this CONTRACT until a Work Order with written Notice to Proceed is received from the OWNER.
- 3.3 The initial term of the Contract will be 365 calendar days from the date of Notice to Proceed. Owner and Contractor may agree to renew the Contract in one (1) year (365 days) increments for a total of two (2) consecutive additional years, in accordance with the Town of Jupiter's Purchasing Policy and the terms of the original Contract. Renewals will be in writing by change order to the Contract and are subject to the same terms, conditions, and unit pricing set forth in the initial Contract and any written amendments/change orders signed by both parties (Owner and Contractor). No compensation shall be made for costs associated with renewal of the Contract. Renewals are contingent upon satisfactory performance evaluations by the Owner and subject to the availability of fiscal year funding approved by the Jupiter Town Council. Contractor may elect not to extend the Contract with 90 days written notice to Owner. Owner is not obligated to extend the Contract.
- 3.4 The parties agree that the TIME IS OF THE ESSENCE, in the performance of each and every obligation under this CONTRACT. The CONTRACT may be changed only by a change order to the CONTRACT Work Order amendments to individual Work Orders must be completed in writing and signed and dated by Contractor and Owner.
- 3.5 Liquidated Damages. OWNER and CONTRACTOR recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the Work is not substantially complete within the time specified in paragraph 3.1 above, plus any extensions thereof allowed in accordance with Article 11 of the General Conditions. They also recognize the delays, expense and difficulties involved in proving in a legal or arbitration preceding the actual loss suffered by OWNER if the Work is not substantially complete on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay OWNER Seven Hundred and Fifty 00/100 dollars (\$750.00) for each day that expires after the time specified in Article 3.1 for substantial completion until the Work is substantially complete, and Five Hundred 00/100 dollars (\$500.00) for each day that expires after the time specified in Article 3.1 from the date of final completion until the work has reached final completion. Final completion includes demobilization from the site. Liquidated damages under this Contract shall be applied to each Contract Completion date (Substantial and Final) individually and accrue until such time as the Work achieves Substantial and Final Completion, as required, by the Contract.
- 3.6 Owner may withhold payment to compensate for liquidated damages either by increasing the amount of money being held in retainage or deducting the amount due in Liquidated Damages as set-off from payment applications. Liquidated damages under this Contract will be applied to each Substantial Completion and Final Completion date identified in Article 3.1 of this Agreement, or as represented in any subsequent executed change order to this Contract for changes in Contract Time, in accordance with Article 11.08 of the EJCDC Standard General Conditions of the Construction Contract.

ARTICLE 4. CONTRACT PRICE.

- 4.1 OWNER shall pay CONTRACTOR for performance of the Work in accordance with the Contract Documents in current funds according to the Contract Unit Prices. Contract renewals are subject to the same unit pricing set forth in the initial Contract, unless price adjustment is requested and approved, and any written amendments/change orders signed by both parties (OWNER and CONTRACTOR).
- 4.2 Contractor 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 June 30th by the U.S. Department of Labor Bureau of Labor Statistics, and calculations for a five percent (5%) increase over current Contract Unit Pricing; the allowable increase, if substantiated will be the lesser of the two (CPI-U, or 5% increase over current contract unit pricing).
- 4.3 CONTRACTOR agrees to provide OWNER with the required Contract Security and Certificates of Insurance in accordance with Owner's requirements as set forth in Article 6.0 of the General Conditions and Supplementary Conditions with the executed Agreement. OWNER shall pay CONTRACTOR for costs associated with Bonds and Insurance in accordance with the Contract Documents according to Contract Unit Prices. If Contract is renewed, CONTRACTOR agrees to provide OWNER with the updated, required Contract Security and Certificates of Insurance and OWNER shall pay CONTRACTOR in accordance with the same terms, conditions and contract unit prices of the initial Contract Term.
- 4.4 No guarantee is expressed or implied as to the total quantity of commodities/services to be purchased under any open end Contract. Estimated quantities will be used for Bid comparison purposes only. The Owner reserves the right to issue Work Orders as and when required for proposed work for any or all bid items or any combination thereof. Work under this Contract is subject to fiscal appropriation by the Jupiter Town Council in either or both the Town's Community Investment Program (CIP) and fiscal year operating budgets. Estimated funding budgets anticipated being available for the original contract term and subsequent renewals are provided in the table below.
- 4.5 The Owner reserves the right to purchase commodities/services specified herein through contracts established by other governmental agencies or through separate procurement actions due to unique or special needs. If an urgent delivery is required within a short period than the delivery time specified in the Contract, and if the seller is unable to comply therewith, the Owner reserves the right to obtain such delivery from others without penalty or prejudice to the Owner or to the Bidder.

THIS SPACE WAS INTENTIONALLY LEFT BLANK.
PROCEED TO NEXT PAGE.

Anticipated Estimated Funding
Town of Jupiter Utilities
Floridan Aquifer Well Repair and Rehabilitation Program (W2503)

Year	Project Description	Estimated Value
Initial Term	Well Rehabilitation & Investigation (CIP)	\$150,000
	Well Mechanical Repairs & Replacements (Operating, R&M)	\$100,000
	Unanticipated Emergency Repairs	\$100,000
	Initial Term Estimated Total	\$350,000
1 st Renewal	Well Rehabilitation & Investigation (CIP)	\$150,000
	Well Mechanical Repairs & Replacements (Operating, R&M)	\$100,000
	Unanticipated Emergency Repairs	\$100,000
	1st Renewal Term Estimated Total	\$350,000
2 nd Renewal	Well Rehabilitation & Investigation (CIP)	\$150,000
	Well Mechanical Repairs & Replacements (Operating, R&M)	\$100,000
	Unanticipated Emergency Repairs	\$100,000
	2nd Renewal Term Estimated Total	\$350,000
	Estimated Total Contract	\$1,050,000

ARTICLE 5. PAYMENT PROCEDURES.

- 5.1 Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for payment will be processed by OWNER as provided in the General Conditions.
- 5.2 The undersigned, acknowledges that payments made by the Town of Jupiter will be made via electronic funds transfer (EFT) and vendor will provide the Town of Jupiter with the information required to make EFT payments.
- 5.3 Progress Payments. OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR'S Applications for Payment within 20 days of receipt of each monthly approved application for payment during construction as provided below. All progress payments will be on the basis of the progress of the Work measured by the agreed upon schedule of values provided for in Articles 2 and 15 of the General Conditions.
- 5.4 Progress payments will be made in an amount equal to: 95% of the Work completed, and 95% of materials and equipment not incorporated in the Work but delivered and suitably stored, less in each case the aggregate of payments previously made. Owner is not obligated to pay for stored materials and may choose to withhold payment until materials are incorporated into the Work.
- 5.5 Upon issuance of the Certificate of Substantial Completion and delivery of an approved Punch List in accordance with Article 15 of the General Conditions, OWNER will increase payment for the remaining

value of Work completed less an amount equal to 150 percent of the cost to complete the items of the Punch List in accordance with Chapter 218.735 F.S. OWNER and CONTRACTOR shall agree to the costs to complete each item on the Punch List, which may be no less than 2% of the total value of the Contract. Based on this, progress payments will be made in an amount equal to 97% of the Work completed less the aggregate of payments previously made unless liquidated damages are due. OWNER at its discretion may further increase payments to 98% of the work completed upon Substantial Completion. Owner is not obligated to increase payments to 98% of work completed.

- 5.6 Final Payment. Upon final completion and acceptance of the Work in accordance with Article 15 of the General Conditions, OWNER shall pay the remainder of the Contract Price as provided in said Article 15 of the General Conditions unless liquidated damages are due.

ARTICLE 6. PROJECT CLOSEOUT.

- 6.1 Substantial Completion. CONTRACTOR shall submit to OWNER a written request for substantial completion with an initial draft of punch list items to be completed or corrected before final payment in accordance with Article 15 of the General Conditions.
- 6.2 Inspection of Work. Within thirty (30) calendar days of CONTRACTOR request for substantial completion, OWNER, CONTRACTOR, ENGINEER and other Agencies as required shall make an Inspection of the Work to determine status of completion in accordance with Article 15 of the General Conditions. OWNER, upon agreement that work is considered substantially complete, will review and revise as needed CONTRACTOR's draft of punch list and deliver a Certificate of Substantial Completion and Punch List to the CONTRACTOR within (5) calendar days of the Inspection of the Work. OWNER shall increase payment as described in Article 5 of the Agreement.
- 6.3 The Certificate of Substantial Completion shall fix the date of the project's Substantial Completion. OWNER shall withhold liquidated damages as described in Article 3 of the Agreement for each day that surpasses the Contract Substantial and Final Completion dates.
- 6.4 Completion of the Punch List. After Substantial Completion, CONTRACTOR shall promptly begin work on the punch list of items. OWNER shall provide thirty (30) calendar days, from the date of delivery of the Punch List, to complete remaining Work of the Contract including the punch list. OWNER shall withhold liquidated damages as described in Article 3 of the Agreement for each day that surpasses the Contract Final Completion date.
- 6.5 Final Inspection. CONTRACTOR shall notify OWNER in writing that the entire Work of the Contract is complete and OWNER shall complete final inspection in accordance with Article 15 of the General Conditions.

ARTICLE 7. CONTRACTOR'S REPRESENTATIONS.

- 7.1 In order to induce OWNER to enter into this Agreement, CONTRACTOR makes the following representations
- 7.2 CONTRACTOR has familiarized himself with the nature and extent of the Contract Documents, Work, locality, and with all local conditions and federal, state and local laws, ordinances, rules and regulations that in any manner may affect cost, progress or performance of the Work.

- 7.3 CONTRACTOR has studied carefully all reports of investigations and tests of subsurface and latent physical conditions at the site or otherwise affecting cost, progress or performance of the Work which were relied upon by ENGINEER in the preparation of the Drawings and Specifications and which have been identified in the Supplementary Conditions.
- 7.4 CONTRACTOR has made or caused to be made examinations, investigations and tests and studies of such reports and related data in addition to those referred to in Article 7.2 as he deems necessary for the performance of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents; and no additional examinations, investigations, tests, reports or similar data are or will be required by CONTRACTOR for such purposes.
- 7.5 CONTRACTOR has correlated the results of all such observations, examinations, investigations, tests, reports and data with the terms and conditions of the Contract Documents.
- 7.6 CONTRACTOR has given OWNER written notice of all conflicts, errors or discrepancies that he has discovered in the Contract Documents and the written resolution thereof is acceptable to CONTRACTOR.

ARTICLE 8. CONTRACT DOCUMENTS.

- 8.1 The Contract Documents which comprise the entire agreement between OWNER and CONTRACTOR are attached to this Agreement, made a part hereof and consists of the following:
- 8.1(a) Table of Contents
 - 8.1(b) Table of Contents – Technical Specifications & Appendices
 - 8.1(c) Legal Advertisement / Invitation to Bid
 - 8.1(d) Instructions to Bidders
 - 8.1(e) Bid Proposal (Including List of Subcontractors and Qualification Requirements)
 - 8.1(f) Contractor Safety Qualification Form
 - 8.1(g) Contractor E-Verify Affidavit form
 - 8.1(h) Subcontractor E-Verify Affidavit form
 - 8.1(i) Sworn Statement
 - 8.1(j) Trench Safety
 - 8.1(k) Bid Bond
 - 8.1(l) Notice of Intent to Award
 - 8.1(m) Notice of Award
 - 8.1(n) Agreement (Contract) between OWNER and CONTRACTOR
 - 8.1(o) Notice of Commencement
 - 8.1(p) Combined Payment and Performance Bond
 - 8.1(q) Opinion of Town Attorney
 - 8.1(r) Notice to Proceed
 - 8.1(s) General Conditions (EJCDC Standard General Conditions (2018 Edition), inclusive)
 - 8.1(t) Supplementary Conditions
 - 8.1(u) Any Modifications, including Change Orders, duly delivered after execution of Agreement.
 - 8.1(v) Technical Specifications including Appendices bearing the title: Floridan Aquifer Well Repair and Rehabilitation Program (W2503)
 - 8.1(w) Drawings bearing the title: Floridan Aquifer Well Repair and Rehabilitation Program (W2503)
- 8.2 There are no Contract Documents other than those listed above in this Article 8. The Contract Documents may only be altered, amended or repealed by a modification described in Article 1 of the General Conditions of the Contract.

ARTICLE 9. MISCELLANEOUS.

- 9.1 Terms used in this Agreement which are defined in Article 1 of the General Conditions shall have the meanings indicated in the General Conditions.
- 9.2 No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation, moneys that may become due and moneys that are due may be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.
- 9.3 OWNER and CONTRACTOR each binds himself, his partners, successors, assigns and legal representatives to the other party hereto, his partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.
- 9.4 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 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.
- 9.5 This Agreement 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 Contractor acknowledges its legal obligation to comply with § 119.0701, Florida Statutes.
- 9.5(a) 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 contractor of the request, and the contractor must provide the records to the public agency or allow the records to be inspected or copied within a reasonable time.
- 9.5(b) If a contractor does not comply with the public agency's request for records, the public agency shall enforce the contract provisions in accordance with the contract.
- 9.5(c) A contractor who fails to provide the public records to the public agency within a reasonable time may be subject to penalties under s. 119.10.
- 9.5(d) **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 561-741-2752, TOWNCLERK@JUPITER.FL.US, OR 210 MILITARY TRAIL, JUPITER, FL 33458.**

9.6 This Agreement is subject to and governed by the laws of the State of Florida, including without limitation Chapter 448, Florida Statutes, which provides for General Labor Regulations, and specifically Section 448.095, Employment Eligibility. The Contractor acknowledges its legal obligation to comply with § 448.095, Florida Statutes.

9.6(a) Pursuant to Section 448.095, Florida Statutes, beginning January 1, 2021, Contractor shall register with and use the U.S. Department of Homeland Security's E-Verify system, <https://e-verifv.uscis.gov/emp>, to verify the work authorization status of all Contractor employees hired on and after January 1, 2021.

9.6(b) 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, Florida Statutes.

(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.

9.6(c) Contractor must provide evidence of compliance with Section 448.095, Florida Statutes. Evidence shall consist of an affidavit from the Contractor 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.

9.6(d) Failure to comply with this provision is a material breach of the Agreement, and shall result in the 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.

9.7 ENTITIES OF FOREIGN COUNTRIES OF CONCERN

9.7(a) 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.

9.7(b) 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.

9.7(c) 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.

9.8 SCRUTINIZED COMPANIES LIST

9.8(a) 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.

9.8(b) 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.

9.8(c) 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.

IN WITNESS WHEREOF, the parties hereto have signed two (2) copies of this Agreement. At least one counterpart each has been delivered to OWNER and CONTRACTOR. All portions of the Contract Documents have been signed or identified by OWNER and CONTRACTOR.

OWNER

Town of Jupiter
210 Military Trail
Jupiter, FL 33458

By:

Jim Kuretski, Mayor

(TOWN SEAL)

ATTEST

Laura E. Cahill, Town Clerk

CONTRACTOR

All Webbs Enterprises, Inc.
309 Commerce Way
Jupiter, FL 33458

David Webb, Jr., Vice President

(CORPORATE SEAL)

ATTEST

PRINT NAME AND POSITION

TOWN OF JUPITER
Approving a Contract for Park Restroom Cleaning



DATE	December 17, 2024
TO	Honorable Mayor and Members of Town Council
THRU	Frank Kitzerow, Town Manager
FROM	Kristin George, Director of Parks and Recreation
SUBJECT	Resolution 129-24, Approving a contract to Clean Space, Inc. for park restroom cleaning in the amount of \$55,415.80.

EXECUTIVE SUMMARY

The Parks and Recreation Department is requesting approval of contract award RFP No. PR-2025-01, Janitorial Services for Parks Restrooms, to Clean Space, Inc. in the amount of \$55,415.80. The Selection Committee team held a public meeting on November 25, 2024 to evaluate and score eight (8) proposals. Clean Space, Inc. received the highest tally and was deemed the most responsive proposer. The contract scope consists of janitorial services for nine (9) Parks throughout the Town, seven (7) days a week.

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

ANALYSIS

Outsourcing restroom janitorial services is an effort to increase the efficiency of the Parks and Recreation Department by re-allocating the duties of two staff members to focus primarily on Parks maintenance items rather than restroom cleaning. The Parks and Recreation Department currently has two Parks Service Workers with alternative schedules performing janitorial services on all of the Parks restrooms during the week and throughout the weekend. These two positions will continue to work an alternative schedule covering both Saturday and Sunday which will allow Parks staff to provide maintenance services for athletic activities throughout the entire week.

STRATEGIC PRIORITY

- Green, Blue & Open Spaces

ATTACHMENTS

1. Attachment 1- Resolution No. 129-24
2. Attachment 2- RFP No. PR 2025-01
3. Attachment 3- Clean Space, Inc. Proposal
4. Attachment 4- Bid Tabulation Sheet
5. Attachment 5- Contract for Services, Clean Space, Inc.

FUNDING SOURCE

Approved in Budget \$55,415.80

Additional Funding Requested \$0

Sources: Annual Parks
Maintenance Operating Budget
Sources:

For more information or copies of the attachments, please contact Craig Westover at
craigw@jupiter.fl.us or 561-741-2316.

RESOLUTION NO. 129-24

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF JUPITER, FLORIDA, AWARDED CONTRACT PR-2025-01, JANITORIAL SERVICES FOR PARKS RESTROOMS, TO CLEAN SPACE, INC., IN THE AMOUNT OF \$55,415.80.

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

WHEREAS, the Town's Parks and Recreation Department solicited bids for Contract PR-2025-01, Janitorial Services for Town of Jupiter park restrooms; and

WHEREAS, the services consist of providing Janitorial Maintenance Services for nine (9) Town of Jupiter parks; and

WHEREAS, based on the recommendation of Town Staff, Town Council has determined that Clean Space Inc. is qualified to provide the services sought by the Town pursuant to its solicitation of bids; and

WHEREAS, the Town Council has determined that it should award Contract PR-2025-01 in the amount of \$55,415.80 to Clean Space, Inc.; and

WHEREAS, the funds for this work were budgeted in the FY25 Parks Maintenance operating budget in order to provide for the funding of the Janitorial Service.

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 contract with Clean Space, Inc. in the amount of \$55,415.80.

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



— TOWN OF — JUPITER

RFP NO. PR-2025-01

JANITORIAL SERVICES FOR PARKS RESTROOMS

TOWN OF JUPITER
RFP NO. PR 2025-01
JANITORIAL SERVICES FOR PARKS RESTROOMS

TABLE OF CONTENTS

<u>Subject</u>	<u>Page Number</u>
Cover	1
Table of Contents	2
Advertisement.....	4
Part I – Proposal Guidelines	5
Part II –Nature of Services Required and Proposal Requirements	13
Part III – Proposal Guidelines	18
Part IV – Evaluation of Proposals	20
Technical Specifications	22
Quotation Form.....	24
Evaluation Criteria	25
Attachment A – Proposal Response Forms.....	26
Proposers References	27
Non-Collusive Affidavit Form	29
Proposer’s Certification Form	30
Proposer’s Qualification Statement Form	31
Public Entity Crimes Form	34
Proposer’s Acknowledgement	36
Drug-Free Workplace Certification.....	37

E-Verify Affidavits	38
Proposer’s Supplemental Information.....	40
Letter Contract With Standard Terms and Conditions	41

TOWN OF JUPITER, FL

Request for Proposals

RFP No. PR 2025-01 Janitorial Services for Parks Restrooms

TO ALL INTERESTED PARTIES:

The Town of Jupiter, Florida ("Town") is actively seeking sealed proposals for the janitorial services of various Parks restrooms. The primary role of Janitorial Company, herein referred to as "Proposer," under this contract is to provide janitorial services for the Town's Parks restrooms in full accordance with the requirements, terms, and conditions contained in this Request for Proposal ("RFP"), and will receive sealed proposals at the Office of the Town Clerk, Town Hall, 210 Military Trail, Jupiter, Florida 33458, for:

Janitorial Services for Parks Restrooms Request for Proposals PR 2025-01

Sealed Proposals must be received and time stamped by the Office of the Town Clerk, either by mail or hand delivery, no later than **2:00 p.m., Tuesday, November 5, 2024**. A public opening will take place on the same date and time in the Office of the Town Clerk located at Town Hall at 210 Military Trail, Jupiter, FL 33458. Any Proposals received after 2:00 p.m. local time on said date will not be accepted under any circumstances. Any uncertainty regarding the time a Proposal is received will be resolved against the Proposer.

THE PROPOSER'S ACKNOWLEDGMENT FORM (REFER TO ATTACHMENT A -PROPOSAL RESPONSE FORMS) MUST BE EXECUTED AND SUBMITTED WITH THE PROPOSAL, AND ALL OTHER REQUIRED PROPOSAL DOCUMENTS AND FORMS IN A SEALED ENVELOPE. THE FACE OF THE ENVELOPE MUST CONTAIN THE ADDRESS STATED HEREIN, THE DATE AND TIME OF THE PROPOSAL OPENING, AND THE RFP TITLE AND NUMBER.

The responsibility for submitting a Proposal to the Office of the Town Clerk on or before the stated date and time is solely and strictly the responsibility of the Proposer. The Town is not responsible for delays caused by any mail, package or courier service, including the U.S. Mail, or caused by any other occurrence. Any Proposal received after the time and date specified will be returned to the Proposer unopened.

A copy of the complete RFP package may be obtained from the Town's online Bid and Quote System located at: <http://www.jupiter.fl.us/programs/demandstar/> or, from the Parks and Recreation Department at the Community Center, at 200 Military Trail, Jupiter, FL 33458. For additional information, please contact: Craig Westover, Superintendent of Parks, at 561-741-2316 or craigw@jupiter.fl.us.

The TOWN reserves the right to reject any or all Proposals, to waive any informalities or irregularities and technicalities not involving price, time, or changes in the work, in any Proposal received, to re-advertise for Proposals, or take any other such actions that may be deemed to be in the best interests of the TOWN.

Publication Date(s): October 21, 2024

TOWN OF JUPITER

RFP No. PR 2025-01 Janitorial Services for Parks Restrooms

PART I

PROPOSAL GUIDELINES

1-1 Introduction: The Town of Jupiter, Florida is soliciting Requests for Proposals (RFP) from qualified and reputable contractor to provide daily cleaning and sanitation of all public restrooms located within Town Parks.

1-2 Proposal Submission and Withdrawal: The Town must receive all proposals by **2:00 p.m. EST, November 5, 2024.** The proposals shall be submitted at the following address:

TOWN OF JUPITER
Town Clerk
210 Military Trail
Jupiter, Florida 33458

To facilitate processing, please clearly mark the outside of the proposal package as follows: **RFP No. PR 2025-01 – Janitorial Services for Parks Restrooms.** This package shall also include the Proposer's return address.

Proposers may withdraw their proposals by notifying the Town in writing at any time prior to the deadline for proposal submittal. After the deadline, the proposal will constitute an irrevocable offer, for a period of six (6) months. Once opened, proposals become a record of the Town and will not be returned to the Proposer.

The Town cautions Proposers to assure actual delivery of mailed or hand-delivered proposals directly to the Town Hall at 210 Military Trail, Jupiter, Florida 33458 prior to the deadline set for receiving proposals. Telephone confirmation of timely receipt of the proposal may be made by calling (561) 746-5134, before proposal closing time. Any proposal received after the established deadline **will not** be considered and will be returned unopened to the Proposer(s).

1-3 Number of Copies: Proposers shall submit **one (1) original, three (3) copies and one (1) electronic copy on flash drive** of the proposal in a sealed, opaque package marked as noted above. The Proposer will be responsible for timely delivery, whether by personal delivery, US Mail or any other delivery medium.

1-4 Development Costs: Neither the Town nor its representatives shall be liable for any expenses incurred in connection with preparation of a response to this Request for Proposal. Proposers should prepare their proposals simply and economically, providing a straightforward and concise description of the Proposer's ability to meet the requirements of the RFP.

1-5 Inquiries: Interested Proposers may contact the Town's Superintendent of Parks, Craig

Westover, regarding questions about the proposal by telephone at (561) 741-2316 or by e-mail at craigw@jupiter.fl.us.

The Superintendent of Parks will receive written requests for clarification concerning the meaning or interpretations of the RFP, until eight (8) days prior to the submittal date. Town personnel are authorized only to direct the attention of prospective Proposers to various portions of the RFP so that they may read and interpret such for themselves.

No employee of the Town is authorized to interpret any portion of this RFP or give information as to the requirements of the RFP in addition to what is contained in the written RFP document.

1-6 Addendum: The Town may record its response to inquiries and any supplemental instructions in the form of written addenda. The Town may provide written addenda up to seven (7) calendar days before the date fixed for receiving the proposals. Proposers shall contact the Town to ascertain whether any addenda have been issued or review the online RFP on the Demandstar system. Failure to do so could result in an unresponsive proposal. Any oral explanation given before the RFP opening will not be binding.

All Proposers are expected to carefully examine the proposal documents. Any ambiguities or inconsistencies should be brought to the attention of the Superintendent of Parks through written communication prior to the opening of the proposals.

1-7 Contract Awards: The Town anticipates entering into an Agreement with the Proposer who submits the proposal judged by the Town to be most responsive advantageous.

The Town reserves the right to accept or reject any or all proposals, with or without cause, to waive technicalities or to accept the proposal which, in its sole judgment, best serves the interest of the Town, or to award a contract to the next most responsive Proposer if the successful Proposer does not execute a contract within thirty (30) days after the award of the proposal. The Town also reserves the right to abandon the project and/or to solicit and re-advertise for other proposals.

The Proposer understands that this RFP does not constitute an offer or an Agreement with the Proposer. An offer or Agreement shall not be deemed to exist and is not binding until proposals are reviewed, accepted by appointed staff, the best proposal has been identified, approved by the appropriate level of authority within the Town and executed by all parties.

Any proposal may be withdrawn until the date and time set above for the submission of the proposals. Any proposal not so withdrawn shall constitute an irrevocable offer for a period of six (6) months to provide to the Town the services set forth in this Request for Proposals.

1-8 Contractual Agreement: This RFP shall be included and incorporated in the final award. The order of contractual precedence will be the Contract or Price Agreement document, original Terms and Conditions, and contractor response. Any and all legal action necessary to enforce the award will be held in Palm Beach County and the contractual obligations will be interpreted according to the laws of Florida. **Any additional contract or agreement requested for consideration by the Proposer must be attached and enclosed as part of the proposal.**

1-9 Selection Process: The proposals will be evaluated and assigned points; the firm with the highest number of points will be ranked first. However, nothing herein will prevent the Town from assigning work to any firm deemed responsive and responsible.

The Town reserves the right to further negotiate any proposal, with the highest rated Proposer. If an agreement cannot be reached with the highest rated Proposer, the Town reserves the right to negotiate and recommend award to the next highest Proposer or subsequent Proposers until an agreement is reached.

1-10 Public Records: Upon award recommendation or ten (10) days after opening, whichever occurs first, proposals become “public records” and shall be subject to public disclosure consistent with Chapter 119 Florida Statutes. Proposers must invoke the exemptions to disclosure provided by law in the response to the RFP, and must identify the data or other materials to be protected, and must state the reasons why such exclusion from public disclosure is necessary. Document files may be examined, during normal working hours.

1-11 News Releases: The Proposer shall obtain the prior written approval of the Town Manager’s Office of all news releases or other publications pertaining to this RFP, the service, or project to which it relates.

1-12 Insurance: The Proposer shall, at its sole expense, agree to maintain in full force and effect at all times during the life of this RFP, insurance coverage’s, limits, including endorsements, as described herein. The requirements contained herein, as well as TOWN’S review or acceptance of insurance maintained by the awarded service provider are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the Proposer under the contract.

- (a) Commercial general liability in the amount of \$1,000,000 per occurrence and \$2,000,000 aggregate covering bodily injury and property damage resulting from the activities connected with this service. The Town of Jupiter shall be endorsed as an Additional Insured to the Commercial General Liability. The Additional Insured endorsement shall read Town of Jupiter, including, all Officers, Employees, Elected and Appointed Committees, and Council members are endorsed as an additional insured. The Proposer shall agree the Additional Insured endorsements provide coverage on a primary basis.
- (b) Workers’ Compensation and Employers Liability Insurance covering all employees engaged in the work under the Agreement, in accordance with the laws of the State of Florida. The amount of Employers Liability Insurance shall not be less than \$100,000 each accident, \$100,000 each employee for disease, and \$500,000 disease aggregate.
- (c) Automobile Liability at a limit of liability not less than \$1,000,000 Each Occurrence for all owned, non-owned and hired automobiles. In the event the Proposer does not own any automobiles, the Business Auto Liability requirement shall be amended allowing the Proposer to agree to maintain only Hired & Non-Owned Auto Liability. This amended requirement may be satisfied by way of endorsement to the Commercial General Liability, or separate Business Auto coverage form. The Proposer shall agree this coverage shall be provided on a primary basis.

The Proposer shall agree, by entering into this RFP, to a Waiver of Subrogation for each required policy. When required by the insurer, or should a policy condition not permit an Insured to enter into a pre-loss agreement to waive subrogation without an endorsement, then the Proposer shall agree to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of

Recovery Against Others, or its equivalent. The Waiver of Subrogation provision will not be enforceable if a policy explicitly forbids this endorsement or cancels coverage when entering into such an agreement before a loss occurs.

The TOWN, by and through its Clerk's Office, reserves the right to review, modify, reject or accept any required policies of insurance, including limits, coverage's, or endorsements, herein from time to time throughout the life of this RFP. The TOWN reserves the right, but not the obligation, to review and reject any insurer providing coverage because of its poor financial condition or failure to operate legally.

During the life of the Contract, the successful Proposer shall provide at its own cost and expense and maintain all insurance listed above. Proof of insurance is required before the contract is signed. It shall be the responsibility of the successful Proposer to ensure that all subcontractors comply with all of the insurance requirements.

A 30-day written notice of cancellation, non-renewal or modification of any stipulated insurance shall be mailed to the Clerk's Office, return receipt requested mail. Note: 10-day Notice of Non-Payment is acceptable if Certificate of Insurance indicates 30-day notice for cancellation, non-renewal, or modifications.

The successful Proposer's liability insurance coverage shall extend to and include the following contractual indemnity and hold harmless agreement:

The Proposer shall indemnify, hold harmless and defend at its sole cost the Town of Jupiter and any other person or entity that becomes a Named Insured, as outlined herein, their respective officers, agents, and employees, against and assume all liability for any and all claims, suites, actions, damages, liabilities, expenditures, or causes of action of any kind arising from the services authorized in this Agreement and resulting or occurring from any alleged negligence, act, omission or error of the Proposer, its agents or employees and/or arising from the failure of the Proposer, its agents, or employees to comply with each and every requirement of this Agreement or with any Town, county, state, or federal law or regulation applicable to the service provided resulting in or relating to bodily injury, loss of life or limb, or damage to property sustained by any person, firm, corporation, or other business entity.

The foregoing indemnity agreement shall apply to any and all claims and suits other than claims and suits arising out of the sole and exclusive negligence of the Named Insured, their officers, agents, and employees as determined by a court of competent jurisdiction. The successful Proposer shall obtain and maintain contractual liability insurance in adequate limits for the sole purpose of protecting the Town and the Named Insured under the hold harmless agreement from any and all claims arising out of the operations authorized by this Agreement.

Insurance coverage required by this Request for Proposals shall be in force throughout the Agreement term. Should the successful Proposer fail to provide acceptable evidence of current insurance within seven (7) days of receipt of written notice at any time during the term of the Agreement, the Town shall have the right to consider the Agreement breached and shall have the right to immediately terminate the Agreement.

1-13 Licenses: Proposers, both corporate and individual must be fully licensed and certified in the State of Florida at the time of RFP submittal. The proposal of any Proposer that is not fully licensed and certified shall be rejected.

1-14 Public Entity Crimes: Award will not be made to any person or affiliate identified on the

Department of Management Services' "Convicted Vendor List". This list is defined as consisting of persons and affiliates who are disqualified from public contracting and purchasing process because they have been found guilty of a public entity crime. No public entity shall award any contract to, or transact any business in excess of the threshold amount provided in Section 287.017 Florida Statutes for Category Two (currently \$25,000) with any person or affiliate on the "Convicted Vendor List" for a period of thirty-six (36) months from the date that person or affiliate was placed on the "Convicted Vendor List" unless that person or affiliate has been removed from the list. By signing and submitting the RFP proposal forms, Proposer attests that they have not been placed on the "Convicted Vendor List".

1-15 Drug-Free Workplace: All proposers must sign and comply with the drug free work place form attached.

1-17 Rights and Privileges: Rights and privileges granted by the Town shall not be assigned or transferred in any manner whatsoever without written approval of the Town Council. At all times during the term of the contract the Contractor shall act as an independent contractor and at no time shall the Contractor be considered an agent or partner of the Town. The Contractor shall obtain and pay for all permits, licenses, Federal, State and Local taxes chargeable to its operation.

1-18 Cone of Silence: The Proposer is advised that the "Palm Beach County Lobbyist Registration Ordinance" prohibits a Proposer or anyone representing the Proposer from communicating with any member of the Town Council, the Town Manager and his employees. Proposer may only communicate with the Town in writing in accordance with paragraph 1-5, above. This "Cone of Silence" is in effect from the date/time of the deadline for submission of the RFP, and terminates at the time that the Town Council approves a contract, or rejects all proposals. Violations of the "Cone of Silence" shall disqualify any Proposer.

1-19 Code of Ethics: The award is subject to the ethical provisions of State of Florida Statutes (Chapter 112, Part III), Palm Beach County, and the Town. All Proposers shall disclose with their Proposal the name of any officer, director, or agent who is also a Town employee. Further, all Proposers shall disclose the name of any Town employee who owns, directly or indirectly, an interest of 5% or more in the Proposer's firm or any of its branches.

The Proposer 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 Proposer and its subcontractors and lower tier subcontractors. The Proposer understands and agrees that in addition to other remedies and consequences provided by law, the failure of the Proposer 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 of Palm Beach County 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.

1-20 E-Verify Registration and Use:

- Pursuant to section 448.095, Florida Statutes, beginning January 1, 2021, Contractor shall register with and use the U.S. Department of Homeland Security's E-Verify system, <https://www.e-verify.gov/employers>, to verify the work authorization status of all Contractor employees hired on and after January 1, 2021.
- Subcontractors
 - 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.
 - 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, Florida Statutes.
 - 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, Florida Statutes. Evidence shall consist of an affidavit from the Contractor 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 in the E-Verify system.
- Failure to comply with this provision is a material breach of the Agreement, and shall result in the 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.

1-21 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 PROPOSER, by its response to this RFP, certifies, under penalty of perjury, compliance with section 287.138, Florida Statutes, that PROPOSER 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 a CONTRACT if the PROPOSER 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 PROPOSER for any work or materials furnished.

1-22 Scrutinized Companies List: Section 287.135(2), Florida Statutes, prohibits the TOWN from entering in to an Agreement with a PROPOSER 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 PROPOSER, by its response to this RFP, 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 a CONTRACT if the PROPOSER 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 PROPOSER for any work or materials furnished.

1-23 Lobbying Prohibited: Proposers are not to contact or lobby any Town personnel related or involved with this RFP. All written inquiries are to be directed to the Director of Community Services as instructed herein. Any violation of this condition may result in rejection and/or disqualification of the Proposer.

1-24 Equal Opportunity Requirements: It is the policy of the Town to comply with all Federal, State, County and local laws to provide minorities and women equal opportunity for participating in all aspects of the Town's contracting and procurement programs. It is the policy of the Town to prohibit discrimination on the basis of race, color, creed, religion, sex, national origin, age, physical disability, mental disability, history of physical or mental disability, marital status, familial status, veteran status, sexual orientation, the presence of a non-job related medical condition, or any form of unlawful discrimination.

1-25 Disclosure and Disclaimer: Any action taken by the Town in response to proposals made pursuant to this RFP or in making any award or failure or refusal to make any award pursuant to such proposals, or in any cancellation of award, or in any withdrawal or cancellation of this RFP, either before or after issuance of an award, shall be without any liability or obligation on the part of the Town or their Proposals.

In its sole discretion, the Town may withdraw this RFP either before or after receiving proposals, may accept or reject proposals, and may accept proposals which deviate from the RFP. In its sole discretion, the Town may determine the qualifications and acceptability of any party or parties submitting proposals in response to this RFP (each such party being hereinafter a "Proposer").

Following submission of a proposal, the Proposer agrees to promptly deliver such further details,

information and assurances, including, but not limited to, financial and disclosure data, relating to the proposal and/or the Proposer, including the Proposer's affiliates, officers, directors, shareholders, partners and employees, as requested by the Town.

The information contained herein is provided solely for the convenience of proposers. It is the responsibility of a Proposer to assure itself that information contained herein is accurate and complete. Neither the Town, nor their Proposals provide any assurances as to the accuracy of any information in this RFP. Any reliance on the contents of this RFP, or on any communications with Town representatives or Proposals, shall be at each Proposer's own risk. Proposers should rely exclusively on their own investigations, interpretations and analyses in connection with this matter. The RFP is being provided by the Town without any warranty or representation, express or implied, as to its content; accuracy or completeness and no proposer or other party shall have recourse to the Town if any information herein contained shall be inaccurate or incomplete. No warranty or representation is made by the Town that any proposal conforming to these requirements will be selected for consideration, negotiation or approval.

The Town, and its representatives shall have no obligation or liability with respect to this RFP, or the selection and award process contemplated hereunder. Neither the Town nor its representatives warrant or represent that any award or recommendation will be made as a result of the issuance of this RFP. All costs incurred by a Proposer in preparing and responding to this RFP are the sole responsibility of the Proposer. Any recipient of this RFP who responds hereto fully acknowledges all the provisions of this Disclosure and Disclaimer and agrees to be bound by the terms hereof. Any proposal submitted pursuant to this RFP is at the sole risk and responsibility of the party submitting such proposal.

This RFP is made subject to correction of errors, omissions, or withdrawal without notice. Information contained in the RFP is for guidance only and each recipient hereof is cautioned and advised to independently verify all of such information. In the event of any differences between this Disclosure and Disclaimer and the balance of the RFP, the provisions of this Disclosure and Disclaimer shall govern.

1-26 Proposal Contents: All material submitted becomes the property of the Town of Jupiter. The Town has the right to use any or all ideas presented in any reply to this RFP. Selection or rejection of the proposal does not affect this right.

TOWN OF JUPITER
RFP No. PR 2025- 01
JANITORIAL SERVICES FOR PARKS RESTROOMS

PART II

NATURE OF SERVICES REQUIRED AND PROPOSAL REQUIREMENTS

2-1 PURPOSE AND SCOPE OF WORK

The Town of Jupiter, Florida is located in Palm Beach County.

The Town is soliciting sealed proposals for daily janitorial services of Town Park restrooms.

The proposer shall have a minimum five years of experience and previous janitorial service contracts exceeding \$25,000 in the State of Florida and must have worked in the profession in each of the last five calendar years. Proposer's experience must include providing the full range of janitorial services. Government experience is preferred.

2-2 SCOPE OF SERVICES

- (1.) The selected proposer shall provide all labor, supervision, equipment, materials, supplies, fuel and incidentals necessary to perform all janitorial maintenance services as required by the contract documents. The proposer shall perform and complete the work in the manner most consistent with the safety of life and property and to the satisfaction of the Parks & Recreation Director or designated contract Project Manager, and in strict accordance with the specifications.
- (2.) The Town shall supply all paper products and hand soap. These materials will be accessible to the proposer from the storage room at Cinquez Park.
- (3.) The cost of incidental work described in these specifications, for which there are no specific Bid Items, shall be considered as part of the general cost of doing the work and shall be included in the prices for the various Bid Items. No additional payment shall be made thereof.
- (4.) The initial Contract term shall be November 18th, 2024 through December 31, 2026. The Town may renew this Contract for two (2), one (1) year periods subject to Bidder acceptance, satisfactory performance and determination that renewal will be in the best interest of the Town. All prices, terms and conditions shall remain firm for the initial period of the Contract and for any renewal period unless subject to price adjustment specified as a "special condition" hereto. Special condition – Contract renewal shall be subject to a price adjustment not to exceed the most

recently published annual percentage change in the Consumer Price Index for All Urban Consumers (CPI-U) as of June 12th by the U.S. Department of Labor Bureau of Labor Statistics or five percent (5%), whichever is less.

2-3 JANITORIAL MAINTENANCE SERVICE FACILITY SITE LOCATIONS (Attachment A.)

- (a.) Jupiter Community Park – 3377 Church St Jupiter FL, 334582
- (b.) Maplewood Park – 1720 Toney Penna Dr. Jupiter FL, 33458
- (c.) Jupiter Village Park – 1451 Toney Penna Dr. Jupiter FL, 33458
- (d.) Sawfish Bay Park - 1133 N Alternate A1A Jupiter FL, 33458
- (e.) Lighthouse Park – 500 Captain Armours Way Jupiter FL, 33458
- (f.) Abacoa Community Park – 1501 W Frederick Small Rd Jupiter FL, 33458
- (g.) South Pod – 2187 Marcinski Rd Jupiter FL, 33458
- (h.) North Pod – 301 South Seas Dr. Jupiter FL, 33458
- (i.) Cinquez Park – 2183 W Indiantown Rd Jupiter FL, 33458

2-4 MAINTENANCE SERVICE REQUIREMENTS

- (1.) The proposer shall provide trustworthy, capable supervisor(s) and subordinate personnel who are trained in the performance of janitorial work to competently, efficiently and consistently accomplish the janitorial maintenance services required under this contract. The supervisor(s) shall be capable of verbal and written communication in the English language. The supervisor(s) shall have a mobile phone providing the Town with immediate communication capability.
- (2.) The proposer shall furnish, and require each employee at the work site to wear name tag identification with the names of both the employee and the proposer.
- (3.) Keys to the facility buildings and gates, supply cabinets as well as gate codes will be issued to the proposer.
- (4.) It will be the responsibility of the proposer to safeguard all keys and gate codes and to insure that no unauthorized access occurs. Any lost or stolen keys will be replaced at the proposer's expense.
- (5.) The proposer shall perform and complete work in accordance with the work performance standards.

2-5 PARKS FACILITIES

- (1.) Janitorial services shall be performed Monday through Sunday beginning at 5:00AM.

- (2.) All daily items shall be completed daily Monday through Sunday each Week.
- (3.) Daily janitorial services shall follow the daily schedule listed in the technical specifications to avoid any interference with recreational activities
- (4.) The proposer shall report any vandalism, property damage, or malfunctioning plumbing immediately to a Town Representative.
- (5.) The proposer shall immediately report any matters outside of the scope of work to a Town Representative.

2-6 QUANTITIES

- (1.) The proposer shall follow and complete all work in accordance with the attached Schedule of Maintenance and Technical specifications on page (24).
- (2.) The quantities will be measured on a monthly unit cost for each maintenance item for all work completed and accepted. No separate measurement shall be made for incidentals required to complete the work.

2-7 Basis of Payment

- (1.) Prices, and payment shall be full compensation for furnishing all equipment, materials, labor, and incidentals necessary to complete the work as described in this section.
- (2.) Payment will be made under:
Schedule of Maintenance and Technical Specifications on page (24)

2-8 CHEMICALS

- (1.) All chemicals used in the performance of the janitorial services shall be used in complete compliance with all Federal, State and local laws, and in accordance with the manufacturer's prescribed instructions.
- (2.) The Contractor shall provide to the Town representative, a current Material Safety Data Sheet (M.S.D.S.) on each chemical that is used on Town property.
- (3.) At the direction of the Town Representative, the Contractor shall cease to use any chemicals that cause damage to Town property, results in an

offensive odor, sticky residue or other condition that is contrary to the intended purpose of this cleaning contract.

2-9 UNSATISFACTORY PERFORMANCE

The Town reserves the right to terminate this agreement at any time for unsatisfactory performance by the Contractor. A thirty (30) day written notice will be sent to the Contractor prior to termination. The Town shall not be liable for any costs beyond the cost of the services already rendered to the Town by the Contractor. Reasons for termination include, but are not limited to:

- 5.1 Consistent failure to perform services as described in the specifications.
- 5.2 Failure to respond in an emergency.

3-0 QUOTATION

- 6.1 Quotation shall be submitted on the "Quotation Form" on page (26) of the Bid Document. Quotations submitted on any other form may be considered non-responsive and may result in the quotation being disqualified.

TAB 1 - EXECUTIVE SUMMARY (limited to 2 pages)

Present in brief, concise terms, a summary level description of the contents of the proposal and your company and its capabilities. In addition, the summary should include a brief discussion of overall approach and project management style.

TAB 2 – QUESTIONNAIRE

Proposer shall answer all questions. If no response is provided for any question, the Town may determine the proposal to be non-responsive and eliminate the Proposer from further consideration. All responses should be sufficiently detailed to demonstrate Proposer's expertise and capabilities to provide the requested services.

I. EXPERIENCE AND ABILITY (limited to 10 pages)

- A. Provide a brief (3 page maximum) history of the Proposal including the following:
 - 1) Year of organization
 - 2) Location of headquarters and other offices
 - 3) A list of large south Florida projects exceeding \$25,000 where the Proposer has performed janitorial services.
 - 4) A list of five (5) references including client contact information (name, address, telephone number, and email address). Ideally, client references should be within Florida and of similar size and sophistication to the Town. In addition, references should be provided for relationships with the primary staff proposed by Proposer to serve the Town.

- B. How many clients do you have in the South Florida area?
- C. Please list clients gained and lost during the last TWELVE (12) months. For clients lost, please provide the reason(s) for their departure.
- D. Provide a brief explanation and indicate the current status of any business litigation or other proceedings involving Proposer or any officer or principal since October 1, 2020.
- E. Please identify any regulatory actions or investigations by any federal or state agency (pending or completed) against Proposer since October 1, 2020.
- F. Please briefly outline what separates Proposer from other janitorial service providers.

II. APPROACH TO SCOPE OF WORK

Provide a detailed narrative description of the proposed approach and methodology used in providing representation services to the Town

2-5 TOWN CONTRACT COORDINATOR

The Town Contract Coordinator for this project will be Craig Westover, Superintendent of Parks at (561) 741-2316 or craigw@jupiter.fl.us. After acceptance by the Town Council of the award recommended by the selection committee, a letter contract as provided herein will be prepared and issued, all communications and correspondence shall be directed to Craig Westover at 3131 Church St, Jupiter, FL 33458.

2-6 CONTRACT

The selected Proposer will be expected to enter into a formal agreement at the time of contract award. The selected Proposer will also be expected to submit a scope of services for the purpose of entering into a formal contract. Scope of services and pricing shall be included in the award contract.

TOWN OF JUPITER
RFP No. PR 2025-01
JANITORIAL SERVICES FOR PARKS RESTROOMS

PART III

PROPOSAL GUIDELINES

3-1 RULES FOR PROPOSALS

Proposer shall submit one (1) original, three (3) paper copies and one (1) electronic copy flash drive in a clear, concise format, on 8 ½ " x 11" paper, in English. The proposal shall contain tabbed sets of the information required herein to be considered for award. Omission of required data may be cause for disqualification. Any other information thought to be relevant, but not applicable to the enumerated sections, should be provided as an appendix to the proposal. If publications are supplied by a Proposer to respond to a requirement, the response should include reference to the document number and page number. Proposals not providing this reference will be considered to have no reference materials included in the additional documents.

Proposals must be properly executed by the owner/principal having the authority to bind the firm to this agreement.

The proposal must name all persons or entities interested in the proposal as principals. The proposal must declare that it is made without collusion with any other person or entity submitting a proposal pursuant to this RFP.

3-2 SUBMISSION OF PROPOSALS

An **original copy** (so marked) and **three (3) copies and the flash drive copy** to include the following shall be submitted for a proposing firm to be considered:

1. Title Page. Title page shall provide the request for proposals' subject, the firm's name, the name, address and telephone number of contact person, and the name, address, principal place of business and telephone number of legal entity with whom the contract is to be written.
2. Table of Contents. The table of contents of the proposal should include a clear and complete identification of the materials submitted by section and page number.
3. Transmittal Letter. This letter will summarize in a brief and concise manner the Proposer understanding of the work to be performed, the commitment to perform the work within the anticipated time period, a statement why the company believes itself to be best qualified to provide the janitorial services, and a statement that the proposal remains in effect for one hundred eighty (180) days. An authorized agent of the Proposer must sign the Letter of Transmittal indicating the agent's title or authority.
4. Detailed Technical Proposal. The detailed proposal should follow the order set forth in this Request for Proposals.

Section 1: Proposer Disclosure Forms

Non-Collusive Affidavit Form
Proposer's Certification Form
Proposer's Qualification Statement
Public Entity Crimes Form
Proposer's Acknowledgement
Drug Free Workplace Certification
E-Verify Affidavit and Proof of Registration in E-Verify System

Proposals must be submitted in a sealed envelope/package clearly marked with the name of the proposing firm and the following: **"Request for Proposal – RFP No. PR 2025-01 – JANITORIAL SERVICES FOR PARKS RESTROOMS"**.

TOWN OF JUPITER

RFP No. PR 2025-01 JANITORIAL SERVICES FOR PARKS RESTROOMS

PART IV

EVALUATION OF PROPOSALS

4-1 EVALUATION AND AWARD

The Town will select proposals deemed most responsive based on the submittal criteria. The Selection Committee will rank those Proposers whose proposals are deemed most responsive.

The Town reserves the right to select the proposal which in the opinion and sole discretion of the Town will be in the best interest of and/or most advantageous to the Town. The Town reserves the right to waive any irregularities and technicalities and may at its discretion request re-submittal of proposals.

4-2 SELECTION COMMITTEE - A Selection Committee, consisting of the Director of Parks and Recreation, Superintendent of Parks, Recreation Supervisor, and Parks Supervisor will convene, review and discuss all proposals submitted.

4-3 REVIEW OF PROPOSALS - The Selection Committee will use a point/percentage formula during the review process to score proposals.

4-4 EVALUATION CRITERIA - The criteria and weights as shown herein shall be utilized in the evaluation of the proposals. The Selection Committee will evaluate all responsive written proposals to determine which proposals best meet the needs of the Town, based on the evaluation criteria. It is expected that a contract will be executed between both parties for the services as may be necessary. The evaluation criteria will be based on qualifications and Experience of the Proposer and Staff and Technical Approach to the Project/Scope of Work.

4-5 SELECTION - The selection and award of contract shall be done in accordance with the State of Florida and Town policies and procedures. The Selection Committee will evaluate, rank all responsive proposers, and prepare a shortlist. Additionally, the Committee may receive presentations and recommend to the Town Council one or more firms determined to be the most responsive to provide the consulting services required. The Town will negotiate contract (s) with the top ranked firm (s), or succeeding ranked firms should negotiations fail. Award (s) shall be based on all the information submitted by the firms and a thorough review of all references provided based upon criteria set forth herein.

4-6 ORAL PRESENTATIONS - Upon completion of the evaluation of all written proposals, the Selection Committee shall determine whether to recommend award to the Proposer with the highest score, or to invite those firms in the "Competitive Range" to give an oral presentation. Only those firms with the highest rated scores in accordance with the stated criteria and their weights will be invited to give oral presentations. The Evaluation Criteria may be changed for the

oral presentation evaluation phase. References and site visits (if completed) shall be included in the final evaluation criteria, along with other criteria and weights as determined by the Selection Committee. Additionally, during the oral presentations, the proposers shall include (but not be limited to) their approach to the project. The proposed Project Manager should be in attendance. Finalists will be informed as to the revised criteria prior to their oral presentation.

4-7 FINAL SELECTION - The Selection Committee will submit the recommended award to the highest ranked proposers (with all proposers in ranked order) to the Town Council for final approval. The Town will select the firm that meets the best interests of the Town. The Town shall be the sole judge of its own best interests, the proposals, and the resulting negotiated agreement. The Town's decisions will be final. Upon Town Council authorization, contract negotiations will be initiated with the first ranked firm. If those negotiations are unsuccessful, the Town will formally terminate negotiations with the first ranked firm and will commence contract negotiations with the next ranked firm, etc. Upon successful contract negotiations with the prevailing firm, the remaining firms will be notified that the process has been completed and that they were not selected.

TOWN OF JUPITER

RFP No. PR 2025-01 JANITORIAL SERVICES FOR PARKS RESTROOMS

PARKS RESTROOM FACILITIES TECHNICAL SPECIFICATIONS

Description	Schedule
Restrooms	
Clean and polish restroom dispensers and fixtures	7 times/week
Clean and disinfect sinks, toilets, seats, urinals and flushable fixtures	7 times/week
Spot clean walls and toilet partitions	7 times/week
Sweep restroom and remove debris	7 times/week
Wash restroom floors with germicidal cleaner	7 times/week
Clean and polish restroom metal and mirrors	7 times/week
Restock restroom paper and soap products	7 times/week
Wash restroom partitions with germicidal cleaner	7 times/week
Empty and reline all waste receptacles within the restroom	7 Times/week

Service Schedule Monday Through Friday

Cinquez Park - one set of restrooms	Completion By/7:00AM
Maplewood park – one set of restrooms	Completion By/8:00AM
Jupiter Village Park – one set of restrooms	Completion By/8:00AM
Sawfish Bay Park – one set of restrooms	Completion By/8:00AM
Lighthouse Park – one set of restrooms	Completion By/8:30AM
North Pod – one set of restrooms	Completion By/9:00AM
South Pod – one set of restrooms	Completion By/9:00AM
Abacoa Community Park – three sets of restrooms	Completion By/10:00AM
Jupiter Community Park – three sets of restrooms	Completion By/11:00AM

Service Schedule Saturday and Sunday

Jupiter Community Park	Completion By/7:00AM
Cinquez Dog Park	Completion By/7:00AM

Abacoa Community Park

Completion By/7:30AM

Maplewood Park

Completion By/8:00AM

PARKS RESTROOM FACILITIES TECHNICAL SPECIFICATIONS – CONT'D

Service Schedule Saturday and Sunday - Cont'd

Jupiter Village Park

Completion By/8:30AM

Sawfish Bay Park

Completion By/8:30AM

Lighthouse Park

Completion By/8:30AM

North Pod

Completion By/9:00AM

South Pod

Completion By/9:30AM

Closing instructions

Jupiter Community Park and Abacoa Community Park open at 8:00AM Monday through Saturday and 9:00AM on Sundays. The Contractor shall lock entrance gates to the Park if the cleaning service is performed and completed prior to the Parks opening.

All park restrooms shall be opened once the cleaning service has been completed.

TOWN OF JUPITER

RFP No. PR 2025-01

Janitorial Maintenance Services for Parks Restrooms

QUOTATION FORM

Bidding Company name: _____

Item No.	ITEM DESCRIPTION	UNIT	QUANTITY	ESTIMATED UNIT PRICE	EXTENDED VALUE
1.	Indemnification	LS	1	\$ <u>100.00</u>	\$ <u>100.00</u>
2.	Cost of Janitorial Maintenance For Jupiter Community Park	Month	12	\$ _____	\$ _____
3.	Cost of Janitorial Maintenance For Cinquez Dog Park	Month	12	\$ _____	\$ _____
4.	Cost of Janitorial Maintenance For Maplewood Park	Month	12	\$ _____	\$ _____
5.	Cost of Janitorial Maintenance For Jupiter Village Park	Month	12	\$ _____	\$ _____
6.	Cost of Janitorial Maintenance For Sawfish Bay Park	Month	12	\$ _____	\$ _____
7.	Cost of Janitorial Maintenance For Lighthouse Park	Month	12	\$ _____	\$ _____
8.	Cost of Janitorial Maintenance For Abacoa Community park	Month	12	\$ _____	\$ _____
9.	Cost of Janitorial Maintenance For North POD	Month	12	\$ _____	\$ _____
10.	Cost of Janitorial Maintenance For South POD	Month	12	\$ _____	\$ _____

Total Price Quotation (items 1-10) \$ _____

Total Price Quotation (items 1-10) in Words: _____

TOWN OF JUPITER
RFP No. PR 2025-01
JANITORIAL SERVICES FOR PARKS RESTROOMS
EVALUATION CRITERIA

Proposal's Experience and Demonstrated Ability– 25 Points

- Past experience of Proposal's in providing services similar to those requested herein to accounts that are similar in size and sophistication to the Town.
- Ability, capacity, and skill of Proposal to perform the requested services well and in a timely manner.

Experience and Ability of Assigned Personnel – 25 Points

- Ability, capacity, and skill of the person(s) who will serve as primary contact(s) for the account.
- Demonstrated track record in providing the requested services that will meet the Town's needs as indicated in the responses to the questionnaire.

Creativity and Approach – 15 Points

- Provide a detailed narrative description of the proposed approach and methodology used in providing representation services to the Town.

Cost - 25 Points

- Provide a detailed itemization of cost of services.

References – 10 Points

- Responses from current and former customers.

Each proposal will be evaluated individually and in the context of all other proposals. Proposals must be fully responsive to the requirements described in this RFP and to any subsequent requests for clarification or additional information made by the Town through written addenda to this RFP. The Town reserves the right to award the contract to the proposer submitting the best overall responsive proposal which offers the most advantageous opportunity to the Town and is consistent with the evaluation criteria.

As part of the evaluation process, the Town may conduct an investigation of references. Submission of a proposal in response to this RFP constitutes acknowledgment of the investigation process and consent to the Town's investigation. The Town is the sole judge in determining responsiveness of PR.

TOWN OF JUPITER

**RFP No. PR 2025-01
JANITORIAL SERVICES FOR PARKS RESTROOMS**

ATTACHMENT A
PROPOSAL RESPONSE FORMS

PROPOSER INFORMATION	
PROJECT ORGANIZATION (PROPOSER)	
Name of Business:	
Principal Contact Person:	
Address 1:	
Address 2:	
Address 3:	
Telephone:	
FAX:	
E-mail:	
Name of Individual Project Manager:	
Telephone:	
E-mail:	
Location of Project Office:	

TOWN OF JUPITER

RFP No. PR 2025-01 JANITORIAL SERVICES FOR PARKS RESTROOMS

PROPOSER REFERENCES	
Please submit a minimum of five references in detail; give client references who have been clients (of the Proposer) for at least one year (preferably municipal governments or other governmental agencies of similar size in Florida where your company has provided same and similar services). The Town may contact some of the Proposer's current and former clients, both supplied by the Proposer and independently derived, to request that they validate the qualifications of the Proposer and the accuracy of the claims made by the Proposer in its Proposal, and that they assess the Proposal's ability to perform the types, level and quality of services that the Town desires. All references contacted will be asked to rate those aspects of the Proposal's performance on a scale from 0 – 5: zero (0) being poor and (5) being excellent. Excellent: Frequently exceeds client reference's specifications/requirements Good: Meets client reference's specification/requirements. Poor: Frequently does not meet client reference's specifications / requirements	
1. CUSTOMER NAME:	
CUSTOMER LOCATION:	
POPULATION, if Government:	
CUSTOMER CONTACT PERSON:	
CUSTOMER PHONE NUMBER:	
CUSTOMER CONTACT FAX:	
CUSTOMER CONTACT E-MAIL:	
PROJECT DESCRIPTION:	
2. CUSTOMER NAME:	
CUSTOMER LOCATION:	
POPULATION, if Government:	
CUSTOMER CONTACT PERSON:	
CUSTOMER PHONE NUMBER:	
CUSTOMER CONTACT FAX:	
CUSTOMER CONTACT E-MAIL:	
PROJECT DESCRIPTION:	

3. CUSTOMER NAME:	
CUSTOMER LOCATION:	
POPULATION, if Government:	
CUSTOMER CONTACT PERSON:	
CUSTOMER PHONE NUMBER:	
CUSTOMER CONTACT FAX:	
CUSTOMER CONTACT E-MAIL:	
PROJECT DESCRIPTION:	
4. CUSTOMER NAME:	
CUSTOMER LOCATION:	
POPULATION, if Government:	
CUSTOMER CONTACT PERSON:	
CUSTOMER PHONE NUMBER:	
CUSTOMER CONTACT FAX:	
CUSTOMER CONTACT E-MAIL:	
PROJECT DESCRIPTION:	
5. CUSTOMER NAME:	
CUSTOMER LOCATION:	
POPULATION, if Government:	
CUSTOMER CONTACT PERSON:	
CUSTOMER PHONE NUMBER:	
CUSTOMER CONTACT FAX:	
CUSTOMER CONTACT E-MAIL:	
PROJECT DESCRIPTION:	

TOWN OF JUPITER

RFP No. PR 2025-01 JANITORIAL SERVICES FOR PARKS RESTROOMS

NON-COLLUSIVE AFFIDAVIT FORM

STATE OF _____

COUNTY OF _____

_____, 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: ____/____/____

By _____

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 _____, 2024.

NOTARY PUBLIC

Notary Seal

TOWN OF JUPITER

RFP No. CR 2025-01 JANITORIAL SERVICES FOR PARKS RESTROOMS

PROPOSER'S CERTIFICATION FORM

The below signed Proposer certifies that he/she has read, carefully examined, and thoroughly understands the terms, conditions, and specifications contained in the RFP and any other documents accompanying or made a part of this RFP. I hereby propose to furnish the services specified in the RFP. Furthermore, I agree to abide by all conditions of this RFP. I certify that all information contained in this submittal is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this Proposal on behalf of the firm or entity who is the Proposer, as its act and deed and that the Proposer is ready, willing and able to perform if awarded the contract.

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

NAME OF BUSINESS

BY:

SIGNATURE

PRINTED NAME AND TITLE

MAILING ADDRESS

TOWN, STATE, ZIP CODE

TELEPHONE NUMBER

E-MAIL ADDRESS

Subscribed and sworn to before me, by means of ☐ physical presence or ☐ online notarization this _____ day of _____, 2024 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

TOWN OF JUPITER

RFP No. PR 2025-01 JANITORIAL SERVICES FOR PARKS RESTROOMS

PROPOSER'S QUALIFICATION STATEMENT FORM

The undersigned Proposer certifies under oath the truth and correctness of all statements and of all answers to questions made hereinafter:

SUBMITTED TO: Town of Jupiter

ADDRESS: 210 Military Trail
Jupiter, FL

SUBMITTED BY _____

CIRCLE ONE: CORPORATION / PARTNERSHIP / INDIVIDUAL / OTHER

NAME _____

ADDRESS: _____

TELEPHONE NO. _____

FAX NO. _____

1. State the true, exact, correct and complete name of the partnership, corporation, trade or fictitious name under which you do business and the address of the place of business.

The correct name of the Proposer is:

The address of the principal place of business is:

2. If Proposer is a corporation, answer the following:
 - a. Date of Incorporation:
 - b. State of Incorporation:
 - c. President's name:
 - d. Vice President's name:
 - e. Secretary's name:
 - f. Treasurer's name:
 - g. Name and address of Resident Agent:

3. If Proposer is an individual or a partnership, answer the following:
 - a. Date of organization:
 - b. State whether general or limited partnership:
 - c. Name, address and ownership units of all partners:
4. If Proposer is other than an individual, corporation or partnership, describe the organization and give the name and address of principals:
5. If Proposer is operating under a fictitious name, submit evidence of compliance with the Florida Fictitious Name Statute.
6. How many years has your organization been in business under its present business name?
 - a. Under what other former names has your organization operated?
7. Indicate registration, license numbers or certificate numbers for the businesses or professions, which are the subject of this Proposal. Please attach certificate of competency and/or state registration.
8. Have you ever failed to complete any work awarded to you? If so, state when, where and why?
9. List the pertinent experience of the key individuals of your organization (continue on insert sheet, if necessary).
10. State the name of the individual who will have personal supervision of the work:
11. Disclose any suits or administrative actions ever taken against your firm by the Department of Insurance within the last two (2) years.

THE PROPOSER ACKNOWLEDGES AND UNDERSTANDS THAT THE INFORMATION CONTAINED IN RESPONSE TO THIS QUALIFICATIONS STATEMENT SHALL BE RELIED UPON BY THE TOWN IN AWARDING THE CONTRACT AND SUCH INFORMATION IS WARRANTED BY PROPOSER TO BE TRUE. THE DISCOVERY OF ANY OMISSION OR MISSTATEMENT THAT MATERIALLY AFFECTS THE PROPOSAL'S QUALIFICATIONS TO PERFORM UNDER THE CONTRACT SHALL CAUSE THE TOWN TO REJECT THE PROPOSAL, AND IF AFTER THE AWARD TO CANCEL AND TERMINATE THE AWARD AND/OR CONTRACT.

Signature

Printed Name

State of _____
County of _____

The foregoing instrument was acknowledged before me, by means of ☐ physical presence or ☐ online notarization this _____ day of _____, 2024 by _____ of _____, who [] is personally known to me or [] has produced _____ as identification and who did (did not) take an oath.

NOTARY PUBLIC

Notary Seal

TOWN OF JUPITER

RFP No. PR 2025-01 JANITORIAL SERVICES FOR PARKS RESTROOMS

PUBLIC ENTITY CRIMES FORM

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

This sworn statement is submitted to Town of Jupiter
(Print name of the public entity)

By
(Print individual's name and title)

for
(Print name of entity submitting sworn statement)

Whose business address is

and (if applicable) its Federal Employer Identification Number (FEIN) is
(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 Proposal 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, no jury 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:
 - 4-1. A predecessor or successor of a person convicted of a public entity crime: or
 - 4-2. Any 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 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 the State of 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 Proposal applies to Proposals 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 the 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 of its 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 the 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.

Subscribed and sworn to before me, by means of ☐ physical presence or ☐ online notarization this day of _____, 2024 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

TOWN OF JUPITER

RFP No. PR 2025-01 JANITORIAL SERVICES FOR PARKS RESTROOMS

PROPOSER'S ACKNOWLEDGMENT

I hereby certify, that this Proposer's Acknowledgment is made without prior understanding, agreement or connection with any corporation, firm, or other person submitting a Proposal for the same commodities and/or services, and is in all respects, fair and without collusion or fraud. I agree to abide by all of the conditions of this Request for Proposals, and certify that I am authorized to sign the Proposal for the Proposer. By my signature on this Form, the Proposer acknowledges and accepts without limitation, the terms and conditions as set forth within the Request for Proposal, as well as any applicable supplemental RFP documents, such as any Special Conditions, Instructions, Specifications, and all required Forms.

CORRECT LEGAL NAME OF PROPOSER:

NAME OF REGISTERED AGENT & ADDRESS OF CORPORATE PROPOSERS

PHYSICAL ADDRESS OF PROPOSER (NO P.O. BOXES ALLOWED)

TELEPHONE NUMBER OF PROPOSER

EMERGENCY CONTACT NUMBER FOR PROPOSER:

FAX NUMBER OF PROPOSER

FEDERAL ID NO. OR SOCIAL SECURITY NO. OF PROPOSER

IF PROPOSER IS CORPORATION OR OTHER LEGAL ENTITY, STATE OF INCORPORATION OR REGISTRATION

****FOREIGN CORPORATIONS MUST SUBMIT FOREIGN CORPORATION RESOLUTION.**

SIGNATURE OF PROPOSER OR AUTHORIZED AGENT: _____

****PROPOSALS SUBMITTED BY AGENTS MUST HAVE RESOLUTION OF AGENT AUTHORITY.**

PRINTED NAME OF PROPOSER OR AUTHORIZED AGENT:

DATE: . TITLE/POSITION OF SIGNATORY:

TOWN OF JUPITER

RFP No. PR 2025-01 JANITORIAL SERVICES FOR PARKS RESTROOMS

DRUG-FREE WORK PLACE CERTIFICATION

The undersigned Contractor, in accordance with Florida Statute 287.087 hereby certifies that

_____ 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

Proposer's Printed Name and Title

Date

TOWN OF JUPITER

RFP No. PR 2025-01 JANITORIAL SERVICES FOR PARKS RESTROOMS

CONTRACTOR E-VERIFY AFFIDAVIT

I hereby certify that _____[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 _____[insert contractor company name] proof of registration in the E-Verify system is attached to this Affidavit.

Signature

Print Name/Title

Date

STATE OF FLORIDA

COUNTY OF _____

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

TOWN OF JUPITER

RFP No. PR 2025-01 JANITORIAL SERVICES FOR PARKS RESTROOMS

SUBCONTRACTOR E-VERIFY AFFIDAVIT

I hereby certify that _____[insert subcontractor 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 _____[insert subcontractor company name] proof of registration in the E-Verify system is attached to this Affidavit.

Signature

Print Name/Title

Date

STATE OF FLORIDA

COUNTY OF _____

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

TOWN OF JUPITER

**RFP No. PR 2025-01
JANITORIAL SERVICES FOR PARKS RESTROOMS**

PROPOSER SUPPLEMENTAL INFORMATION

Please add any additional supplemental information in this section.

TOWN OF JUPITER

RFP No. PR 2025-01 Janitorial Services for Parks Restrooms



TOWN OF JUPITER

LETTER CONTRACT

DATE:

TO:

ATT:

Project: Janitorial Services for Parks Restrooms

Dear [Insert Name]:

In accordance with your firm's quote dated _____ and attached hereto, as amended by this letter and in accordance with the Scope of Work attached hereto, upon execution of this Letter Contract you are authorized to proceed with Janitorial Services for the Parks Restrooms for the Fixed Not to Exceed Price of \$ _____. The Fixed Not to Exceed Price shall be for all the Work and include, but not be limited to, all labor, supervision, travel time, equipment, materials, tools, supplies, permits, submittals, fuel, project overhead, home office overhead, any incidentals, and profit required to complete the scope of work in accordance with the requirements of this Contract.

The Town of Jupiter Letter Contract Standard Terms and Conditions are attached and are incorporated by reference into this Letter Contract. All work, operations, and submittals shall be done in accordance with these terms and conditions. As required in Condition 1.16, all contract changes shall be authorized in writing by the Town of Jupiter prior to initiating and completing the work.

Please return two (2) signed original Letter Contracts with proof of insurance to Craig Westover, Superintendent of Parks, at 3131 Washington St, Jupiter, FL 33458. All correspondence, including invoices, shall reference Janitorial Services for Parks Restrooms (PR 2025-01) and be submitted to Craig Westover, Superintendent of Parks at craigw@jupiter.fl.us

We look forward to working with you.

SPACE INTENTIONALLY LEFT BLANK.
PROCEED TO NEXT PAGE.

TOWN OF JUPITER LETTER CONTRACT STANDARD TERMS AND CONDITIONS – CONTRACTOR

- 1.1. The CONTRACTOR shall furnish all equipment, tools, labor, and other necessary items for the performance of the work, and shall perform the required work in a safe manner and according to commonly accepted and good construction practices all in accordance with the described Scope of Work.
- 1.2. CONTRACTOR shall provide the TOWN with a copy of its Business Registration to do business as a Janitorial Contractor in the State of Florida, and shall obtain a business tax receipt from Palm Beach County prior to commencing any work under the CONTRACT.
- 1.3. The parties agree that TIME IS OF THE ESSENCE, in the performance of each and every obligation under this CONTRACT. The CONTRACT TERM may be changed only by a Supplemental Agreement or written amendment. Unless extended or terminated, the TERM of performance of this CONTRACT shall commence upon the effective date of the Letter Contract/Notice to Proceed and continue through December 31st, 2026.
- 1.4. As a condition precedent to an extension of CONTRACT Time the CONTRACTOR must submit to the TOWN: A preliminary request for an extension of CONTRACT Time in writing within seven (7) calendar days after the commencement of a delay to any work activity that will delay the overall completion of the project. If the CONTRACTOR fails to submit this required preliminary request for an extension of CONTRACT Time, the CONTRACTOR fully, completely, absolutely and irrevocably waives any entitlement to an extension of CONTRACT Time for that delay.
- 1.5. No damages for CONTRACT delay. No claims for damages or any claim other than an extension of time shall be made or asserted against the TOWN by reason of any delays, regardless of the cause of the delay.
- 1.6. The CONTRACTOR shall check all Plans (if applicable) and Specifications furnished to them immediately upon their receipt and shall promptly notify the TOWN of all errors, inconsistencies, omissions and discrepancies. If applicable, figures marked on Plans shall, in general, be followed in preference to scale measurements. Anything mentioned in the Specifications and not shown on the Plans, or shown on the Plans and not mentioned in the Specifications, shall be of like effect as if shown or mentioned in both. No deviations shall be made by the CONTRACTOR, unless explicitly authorized by the TOWN. All approved deviations from the Specifications and Plans will be compiled and provided to the TOWN. The TOWN may furnish from time to time such detail Plans and other information considered necessary to clarify the CONTRACT Documents.
- 1.7. Perform all work to the satisfaction of the Town's Project Manager or Project Manager's Designee. The Town will decide all questions, difficulties, and disputes, of whatever nature, which may arise relative to the interpretation of the specifications and/or fulfillment of the Contract, and as to the character, quality, amount, and value of any work done, and materials furnished, under or by reason of the Contract.
- 1.8. Changes made by the Town will not be considered to waive any of the provisions of the Contract, nor may the Contractor make any claim for loss of anticipated profits because of the changes, or by reason of any variation between the approximate quantities and the quantities of work actually performed. All work shall be performed in accordance with the Contract Documents.

- 1.9. The CONTRACTOR shall maintain, or cause to be maintained, the following specified insurance coverages in the amounts set forth hereafter during the full period of the CONTRACT, which must include the following coverages and minimum limits of liability.
- 1.9.1. WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE for all employees of the CONTRACTOR for Statutory Limits in compliance with the applicable state and federal laws. Notwithstanding the number of employees or any other statutory provisions to the contrary, coverage shall extend to all employees of the CONTRACTOR and all subcontractors.
- 1.9.2. COMMERCIAL GENERAL LIABILITY - \$2,000,000 General Aggregate - with the minimum limits of \$1,000,000 Per Occurrence, Combined Single Limit for Bodily Injury Liability, Property Damage Liability, Premises and Operations, Independent contractors, Products and Completed Operations, Broad Form Property / Personal Injury, XCU coverage, and a contractual Liability Endorsement.
- 1.9.3. BUSINESS AUTO LIABILITY with minimum limits of \$1,000,000.00, Per Occurrence, Combined Single Limit for Bodily Injury and Property Damage Liability. This shall be an "any-auto" policy including Owned, Hired, Non-Owned, and Employee Non-Ownership Coverage.
- 1.9.4. The TOWN shall be included as an Additional Named Insured under the General Liability and Automobile Liability policies. Current valid insurance policies meeting the requirements herein identified shall be maintained during the duration of the CONTRACT. There shall be a thirty (30) day notification to the TOWN, in the event of cancellation or modification of any stipulated insurance policy. It shall be the responsibility of the CONTRACTOR to ensure that all subcontractors are adequately insured or covered under their policies.
- 1.10. For \$100.00 and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged as part of the first payment for services, the CONTRACTOR shall indemnify, defend, and save harmless the TOWN, its elected officials, agents, guests, invitees and employees, from all suits, actions, claims, demands, damages, losses, expenses, including attorney's fees, costs and judgments of every kind and description to which the TOWN, its agents, guests, invitees, or employees may be subjected by reason of personal injury, bodily injury including death, or property damage, resulting from or growing out of any intentional, negligent, reckless, or careless act of commission, omission, or consequential damage directly or indirectly connected with the CONTRACTOR, its subcontractors, its agents, or employees, and committed in connection with this CONTRACT, CONTRACTOR'S performance hereof, or any work performed hereunder.
- 1.11. The CONTRACTOR shall indemnify, defend, and save harmless the TOWN, its agents, or employees from and against all claims, demands, actions, suits, damages, losses, expenses, costs, including attorney's fees, and judgments of every kind and description arising from, based upon, or growing out of the violation of any Federal, State, County or City law, by-law, ordinance of regulation by the CONTRACTOR, its agents, trainees, invitees, servants or employees. The CONTRACTOR further acknowledges that it is solely responsible for ensuring the safety of the premises to protect its employees, subcontractors, invitees, licensees and all other persons during the course of the work, and agrees to hold and save the TOWN harmless against all claims involving alleged negligence by the TOWN in failing to adequately ensure the safety of the site or otherwise ensure compliance with the CONTRACT.

- 1.12. The CONTRACTOR is as fully responsible to the TOWN for the acts, coordination and omissions of his subcontractors and of persons either directly or indirectly employed by said subcontractor, as he is for the acts and omissions of persons directly employed by him. Nothing contained in the CONTRACT shall create any contractual relationship between any subcontractor and the TOWN.
- 1.13. The CONTRACTOR 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.
- 1.14. The CONTRACTOR shall, without additional expense to the TOWN, be responsible for obtaining all applicable and required licenses and permits and for complying with any applicable Federal, State and municipal laws, codes, and regulations in connection with the prosecution of the work.
- 1.15. The TOWN reserves the right to make alterations in the character of the Work, which involve a change in the nature of the design, in the type of construction or which materially increases, or decreases the cost or time of performance, if applicable.
- 1.16. Any other written order from the TOWN, which causes any such change, shall be treated as a Supplemental Agreement under this clause. No additional compensation or change in CONTRACT time will be allowed in the absence of a Supplemental Agreement signed by an authorized TOWN representative; the TOWN'S authorization must be in advance of additional work and/or prior to incurring additional costs. If any change under this clause causes an increase or decrease in the CONTRACTOR'S cost of, or the time required for the performance of any part of the Work under this CONTRACT, whether or not changed by any order, an equitable adjustment shall be made and the CONTRACT modified in writing accordingly.
- 1.17. The CONTRACTOR shall give written notice to the TOWN of any claim for an increase in the CONTRACT sum or CONTRACT performance period arising under or relating to the CONTRACT within seven (7) days after the start of the event-giving rise to such claim. Submission of timely notice of intent to file a claim, preliminary time extension request, and the claim, together with full and complete claim documentation, are each a condition precedent to the CONTRACTOR bringing any circuit court or federal court proceeding against the TOWN for the items and for the sums or time set forth in the CONTRACTOR'S written claim, and the failure to provide such notice of intent, preliminary time extension request, claim and full and complete claim documentation within the time required shall constitute a full, complete, absolute and irrevocable waiver by the CONTRACTOR of any right to additional compensation or a time extension for such claim.
- 1.18. Unless otherwise specifically provided in this Contract, all equipment, material and articles incorporated in the Work covered by this Contract are to be new and of the most suitable grade for the purpose intended. Unless otherwise specifically provided in this Contract, reference to any equipment, material, article or patented process, by trade name, make or catalog number, shall be regarded as establishing a standard of quality and shall not be construed as limiting competition, and the CONTRACTOR may, at his option, use any equipment, material, article or process which, in the judgment of the Town, is equal to that named.
- 1.19. The CONTRACTOR warrants to the TOWN that all materials and equipment furnished under this CONTRACT will be new and that all work will be of good quality free from faults and defects and is in conformance with the CONTRACT. All work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. As required by the TOWN, the CONTRACTOR shall furnish satisfactory evidence as to the kind and quality of the materials and equipment; this may include shop drawings, manufacturer's cut-sheets and other descriptive materials which indicate conformance with the requirements of the CONTRACT.

Furnish shop drawings, manufacturer's cut-sheets and other descriptive materials without delaying the work and without any additional cost to the TOWN. All work, equipment and materials furnished as part of the CONTRACT shall be warranted for a minimum of one year. Warranty periods shall begin at the date of final written acceptance of the work by the TOWN. If any work, materials or equipment is determined to not be in conformance with the CONTRACT requirements during this warranty period, or is otherwise found to be defective, such items shall be corrected or replaced, at CONTRACTOR'S expense.

- 1.20. All Work shall be subject to inspection and testing by the TOWN at all reasonable times and at all places prior to acceptance. Any such inspection and testing is for the sole benefit of the TOWN, and shall not relieve the CONTRACTOR of the responsibility of providing quality control measures to assure that the Work strictly complies with the CONTRACT requirements. No inspection or testing by the TOWN shall be construed as constituting or implying acceptance. Inspection or testing shall not relieve the CONTRACTOR of responsibility for damage to or loss of the material or work in place prior to acceptance, or in any way will affect the continuing rights of the TOWN after acceptance of the completed work.
- 1.21. The CONTRACTOR shall take all precautions necessary for the protection of life, health, and general occupational welfare of all persons, including employees of both the CONTRACTOR and the TOWN, until the CONTRACTOR has completed the work required under the CONTRACT as provided within the Scope and Specifications. The CONTRACTOR shall comply at all times with applicable Federal, State, and local laws, provisions, and policies governing safety and health, including 29 CFR 1926, including all subsequent revisions and updates.
- 1.22. The Award of this CONTRACT shall not impose any obligation on the TOWN to utilize the CONTRACTOR, for all work of this type, which may develop during the CONTRACT period. The TOWN specifically reserves the right to concurrently contract with other companies for similar work if it deems such action to be in the TOWN'S best interest.
- 1.23. If this Contract is dependent upon approval of fiscal year funding and in the event that sufficient budgeted funds are not available for a new fiscal period, the TOWN shall notify the CONTRACTOR of such occurrence and the CONTRACT shall terminate on the last day of the current fiscal period without penalty or expense to the TOWN.
- 1.24. In the event that the CONTRACTOR shall default in any of the terms, obligations, restrictions or conditions of the Contract Documents, the TOWN shall give written notice to the CONTRACTOR, by certified mail, return receipt requested that action must be taken to correct the default within seven (7) calendar days thereof, and the default must be corrected to the satisfaction of the TOWN within ten (10) calendar days of the notice, unless a longer time is specified by the TOWN. In the event the CONTRACTOR has failed to correct the conditions of default, or the default is not remedied to the satisfaction of the TOWN, the TOWN shall have all legal remedies available to it, including, but not limited to, the termination of the CONTRACT, in which case, the CONTRACTOR shall be liable for all procurement and re-procurement costs, and any and all damages permitted by law arising from the default and breach of the CONTRACT.
- 1.25. Audits: 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 Office of Inspector General of Palm

Beach County when requested may be deemed by the municipality to be in 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 of Palm Beach County shall be in violation of Palm Beach 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.

- 1.26. Lobbying: Respondent(s) are advised that the "Palm Beach County Lobbyist Registration Ordinance" prohibits a respondent or anyone representing the respondent from communicating with any Town Council members, Town Council's Staff, or any employee authorized to act on behalf of the Town to award a particular contract regarding its request for Pre-Qualification, i.e., a "Cone of Silence". The "Cone of Silence" is in effect from the date/time of the deadline for submission of the request for Pre-Qualification, and terminates at the time that the Town Council or a Town Department authorized to act on their behalf, awards or approves a contract, rejects all requests for Pre-Qualifications, or otherwise takes action which ends the solicitation process.
- 1.27. 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 Contractor acknowledges its legal obligation to comply with § 119.0701, Florida Statutes.
 - 1.27.1. 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 contractor of the request, and the contractor must provide the records to the public agency or allow the records to be inspected or copied within a reasonable time.
 - 1.27.2. If a contractor does not comply with the public agency's request for records, the public agency shall enforce the contract provisions in accordance with the contract.
 - 1.27.3. A contractor who fails to provide the public records to the public agency within a reasonable time may be subject to penalties under s. 119.10.
 - 1.27.4. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 561-741-2316, craigw@jupiter.fl.us, OR 210 MILITARY TRAIL, JUPITER, FL 33458.**
- 1.28. All notices and invoices to the TOWN shall be sent to the following address:

Town of Jupiter
Attn: Craig Westover
craigw@jupiter.fl.us
3131 Washington St.
Jupiter, FL 33458
- 1.29. Notice is hereby given that the CONTRACTOR must be familiar with all Federal, State and Local Laws, ordinances, rules, codes and regulations that may affect the work. Ignorance on the part of the CONTRACTOR will in no way relieve him from the responsibility of compliance therewith. The CONTRACTOR and each subcontractor shall comply with the Certification of Non-Segregation Facilities. The CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin. The CONTRACTOR shall take

affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading; demotion or transfer; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In the event of the CONTRACTOR'S noncompliance with the nondiscrimination clauses of the CONTRACT, or with any of such rules, regulations, or orders, the CONTRACT may be canceled, terminated, or suspended in whole or in part, without liability to the TOWN.

- 1.30. Should any part, term or provision of this CONTRACT be by the courts decided to be invalid, illegal or in conflict with any law of the State, the validity of the remaining portion or provision shall not be affected thereby.
- 1.31. 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.
- 1.32. If either party utilizes legal action, including appeals, to enforce this CONTRACT, the prevailing party shall be entitled to recover its reasonable attorney's fees and costs.
- 1.33. The Award of this CONTRACT shall not impose any obligation on the TOWN to utilize the CONTRACTOR, for all work of this type, which may develop during the CONTRACT period. The TOWN specifically reserves the right to concurrently contract with other companies for similar work if it deems such action to be in the TOWN's best interest.
- 1.34. CONTRACTOR understands that all work to be completed under this CONTRACT shall be completed by the CONTRACTOR. CONTRACTOR shall not subcontract, assign or delegate any portion of the CONTRACTOR'S duties and services to be performed under this CONTRACT without prior written consent of the OWNER.
- 1.35. EMPLOYMENT ELIGIBILITY REQUIREMENTS (E-VERIFY REGISTRATION AND USE)
 - 1.35.1. Provisions for employment eligibility under Section 448.095 F.S. (Florida Statutes) shall apply to all contractors, and subcontractors performing Work, providing supplies, or providing services under this Contract.
 - 1.35.2. Bidders are responsible to review Section 448.095 F.S. in its entirety and ensure that all obligations of the Statute are complied with.
 - 1.35.3. 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.
 - 1.35.4. 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.
 - 1.35.5. Pursuant to Section 448.095, Florida Statutes, 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.

1.35.5.1.1. Contractor must provide evidence of compliance with Section 448.095, Florida Statutes. 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.

1.35.5.2. Failure to comply with this provision is a material breach of the Agreement, and shall result in the 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.

1.36. 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.

1.37. 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.

IN WITNESS WHEREOF, the parties hereto have signed two (2) copies of this Letter Contract. At least one counterpart each has been delivered to OWNER and CONTRACTOR. All portions of the Contract Documents have been signed or identified by OWNER and CONTRACTOR.

OWNER

Town of Jupiter
210 Military Trail
Jupiter, FL 33458

By:

Frank J. Kitzerow, Town Manager

CONTRACTOR

[Contractor Name]
[Contractor Address]
[Contractor Address]

By:

[Name, Title]



CleanSpace
2024

11/5/2024



PREPARED FOR:

The Town of Jupiter Parks

3131 Washington St. Jupiter, FL 33458

Craig Westover

craigw@jupiter.fl.us

PROPOSAL

"Our Mission is to empower our employees to deliver clean spaces that positively impact the operations of businesses and communities."

CleanSpaceOnline.com 

800.499.0116 

3764 NW 124th Avenue
Coral Springs, FL 33065 

Table of Contents

Cover Letter	Page Number
Executive Summary	2
Clean Space History	3
Experience & Qualifications	
Related Experience & Clean Space Locations	4
Clean Space References	5-6
Service Initiation Strategy	7-9
Cleaning Crews & Management Team	10-11
Training & Info	
Safety & On the Job Training	12-13
Financial Stability	14
Uniforms	15
Resumes	16-17
Forms	
Certificate of Insurance	18
W9 Form	19
Sunbiz	20-21

Executive Summary

To Whom It May Concern,

We are pleased to submit our bid to The Town of Jupiter Parks, we have included all the necessary documents in this bid package. The Town of Jupiter Parks attention to our submission is greatly appreciated.

Clean Space is headquartered in Coral Springs, Florida, but we service the entire state of Florida with satellite offices in central, west, and North Florida. We are an owner-managed business dedicated to delivering top-quality cleaning services and providing an outstanding customer experience. Our Federal Tax ID Number is 32-0338631.

Our investment in advanced technology, including our own custom facility management software, distinguishes us in the industry by enhancing transparency and efficiency across our operations, enabling us to consistently deliver quality service and an exceptional customer experience, features include:

1. **Clock-In/Out System:** Our cleaners use GPS-enabled smartphones to accurately record their work hours.
2. **Customized Cleaning Tasks:** Cleaners can access their specific cleaning tasks through our app, which can be translated into their native language and tailored to their role and location.
3. **Supervisory Alerts:** Supervisors are promptly notified when cleaners are running late for a shift or when new work orders are created, allowing for swift action.
4. **Supply Requests:** Cleaners can conveniently request supplies through our smartphone app.
5. **Inspection Reports:** Supervisors perform inspections directly from the app, and clients receive detailed PDF reports via email, complete with photos, comments, and recommendations.
6. **Client Communication:** Clients can download our app to use to submit service requests, and send feedback, or comments, with our commitment to receiving a response within 10 minutes or less.

We are proud to offer all these capabilities *at no additional cost to our clients*. Clean Space is fully prepared to efficiently and accountably meet and exceed your facility cleaning needs.

Sincerely,

A handwritten signature in black ink, appearing to read 'M. Giunco'.

Matt Giunco
CEO

Clean Space History

Company Name: Clean Space Inc.

Established: April 11, 2011

Headquarters: Coral Springs, Florida

Areas Serviced: State of Florida

Services Provided:

Clean Space Inc. provides comprehensive janitorial services, specializing in government facilities, commercial buildings, office spaces, and multi-family residential complexes. We serve over 200 cities and counties and have more than 900 clients across Florida, maintaining a client retention rate of 97%. Our operations are designed to accommodate large-scale projects, including stadiums, airports, convention centers, and parks and recreation facilities, with the ability to respond quickly, even on short notice.

Certifications & Technology:

We are committed to sustainability through green cleaning practices. Our technology ensures accountability, including GPS-locked locations for employees, automated inspections sent directly via email, and real-time online tracking of work orders. These systems allow us to maintain transparency and ensure the highest level of service.

Workforce & Training:

With over 750 employees, Clean Space Inc. maintains a well-trained workforce. Every employee undergoes a rigorous 3-day bootcamp to familiarize themselves with the specific needs of the facility they are assigned to. This ensures our team is well-prepared and focused on delivering top-tier cleaning services.

Notable Projects:

Clean Space Inc. has provided janitorial services for major venues such as stadiums with capacities of up to 80,000 people, airports, and convention centers. These projects demonstrate our ability to manage large-scale, high-demand environments. For more details, please refer to the sections on related experiences.

Core Values (SPIRIT):

- **Service:** Provide exceptional services.
- **People:** Support and value our employees.
- **Integrity:** Always do what is right.
- **Results:** Focus on meeting and exceeding goals.
- **Inspiration:** Inspire and motivate our teams.
- **Teamwork:** Work together and support one other.

Mission Statement:

"To empower employees to deliver clean spaces that positively impact businesses and communities."

Related Experience & Clean Space Locations

Clean Space proudly serves hundreds of locations in Florida since 2011, our team boasts over three decades of combined experience in the commercial cleaning industry. We have earned a well-deserved reputation in the janitorial sector for our professionalism, extensive industry knowledge, exceptional courtesy, swift response times, and unwavering reliability.

Our track record includes successfully managing accounts encompassing over 2,000,000 square feet throughout Florida, and we have extensive familiarity with facilities similar to those in The Town of Jupiter Parks.

Clean Space provides services to a great number of public institutions and locations such as City Halls, Police Departments and Public Parks and Recreation, Clean Space's current clients include:

• Indian River County	• Fort Lauderdale	• Pinellas County
• Boynton Beach	• Clearwater	• West Melbourne
• Florida's Turnpike	• Town of Jupiter	• Pembroke Park
• Martin County	• Sebastian	• Hallandale Beach
• Miami Dade County	• Bal Harbor	• Florida Wildlife & Fish
• Sarasota County	• South Miami	• Dania Beach
• North Port	• Vero Beach	• Coral Gables
• Village of Indiantown	• Village of Royal Palm Beach	• Fort Pierce
• Lauderhill	• The Bay	• Hialeah
• Juno Beach	• Broward Housing Authority	• Hollywood
• Miami Dade Police Department	• Miami Animal Service	• The College of the Florida Keys

CORPORATE HEADQUARTERS

3764 NW 124TH AVE	CORAL SPRINGS	FLORIDA, 33065
-------------------	---------------	----------------

SATELLITE OFFICE LOCATIONS

2000 16TH AVENUE	VERO BEACH	FLORIDA, 32960
2308 SW ABALONE CIRCLE	PORT SAINT LUCIE	FLORIDA, 34953
3655 KELLER CIRCLE	TARPON SPRINGS	FLORIDA, 34688
2100 EAST LAUREL STREET	SARASOTA	FLORIDA, 34237

Clean Space References

Clean Space acknowledges and comprehends The Town of Jupiter Parks requirements, which include the authority to assess our proposal based on our historical performance and prior interactions with The Town of Jupiter Parks, as part of our experience criteria.



MARTIN COUNTY PARKS & RECREATION			
SERVICE TYPE:	TOTAL SQUARE FOOT:	NUMBER OF LOCATIONS:	ESTIMATED COST PER YEAR:
Janitorial Services	500,000	51	\$250,000
CONTACT: Parks Mgr.	Steve Monteith - 772.285.0530 - Smonteit@martin.fl.us		
CONTRACT TERM:	2017 - Ongoing		



INDIAN RIVER COUNTY			
SERVICE TYPE:	TOTAL SQUARE FOOT:	NUMBER OF LOCATIONS:	ESTIMATED COST PER YEAR:
Janitorial Services	170,000	8	\$190,000
CONTACT: Purchasing Mgr.	Chuck Belcher - 772.538.8113 - Cbelcher@ircgov.com		
CONTRACT TERM:	2020 - Ongoing		



BOYNTON BEACH			
SERVICE TYPE:	TOTAL SQUARE FOOT:	NUMBER OF LOCATIONS:	ESTIMATED COST PER YEAR:
Janitorial Services	500,000	49	\$700,000
CONTACT: Deputy Director	Annalie Holmes - 561-895-1322 - holmesa@bbfl.us		
CONTRACT TERM:	2017 - Ongoing		



CITY OF NORTH PORT			
SERVICE TYPE:	TOTAL SQUARE FOOT:	NUMBER OF LOCATIONS:	ESTIMATED COST PER YEAR:
Janitorial Services	600,000	20	\$300,000
CONTACT: Facilities Mgr.	Kim Humphrey - 941.223.2900 - Khumphrey@northportfl.gov		
CONTRACT TERM:	2022 - Ongoing		



THE COLLEGE OF THE FLORIDA KEYS			
SERVICE TYPE:	TOTAL SQUARE FOOT:	NUMBER OF LOCATIONS:	ESTIMATED COST PER YEAR:
Janitorial Services	250,000	5	\$300,000
CONTACT: Maint. Mgr	Matthew Wells 941.223.2900 - Matthew.wells@cfk.edu		
CONTRACT TERM:	2022 - Ongoing		

The following locations are existing client sites with ongoing daily service and active contracts in place.
Additional references can be provided upon request.

Service Initiation Strategy

Clean Space will make sure that we do everything the contract says we should. We have very experienced team of managers, supervisors, and leaders who will help with the transition to ensure things go smoothly. The Town of Jupiter Parks satisfaction and the quality of our janitorial services are very important to us.

Clean Space will strictly adhere to the requirements outlined in The Town of Jupiter Parks. Our teams will receive comprehensive training covering all aspects of facility maintenance, including regular janitorial tasks and specialized services like carpet cleaning and floor waxing.

We will establish a cleaning schedule and assign shifts well in advance of the start date. Additionally, we will deliver all necessary cleaning equipment, agents, and supplies before the commencement of our services. Clean Space takes pride in ensuring a smooth startup phase.

Clean Space, Inc. is fully committed to delivering the services specified in The Town of Jupiter Parks as required.

PREPARATION BEFORE SERVICE BEGINS

Before we commence with our cleaning services, several important steps will be taken to ensure a smooth and effective start:

1. **Cleaning Schedules:** We will create individual schedules for each of our cleaning team members at all serviced locations. These schedules will be shared with you for your review and final approval.
2. **Staff Training:** Our cleaning staff will receive training on the layout of the facility, including the specific areas where cleaning services are required and the locations of cleaning supply closets. If necessary, our staff will also be trained on how to securely lock and secure the building at night.
3. **Staff Information:** Before we begin our services, we will provide you with a list of our staff members' names. Our objective is to make the transition period as seamless as possible, ensuring that you receive quality service and exceptional customer care right from day one.

These preparatory measures are part of our commitment to delivering high-quality janitorial services and ensuring your satisfaction with our services from the very beginning.

SUPPLIES, EQUIPMENT & WORK HOURS

Clean Space is committed to ensuring a comprehensive work plan that covers all aspects of your janitorial needs:

1. **Cleaning Supplies and Equipment:** We will provide all the necessary cleaning agents and equipment as per the contract requirements. This includes a full range of cleaning products and tools to effectively complete the job.
2. **Consumable Supplies:** If required by the contract, Clean Space will also supply consumable items such as paper products, plastic products, and soap. Before placing our first order, we will provide you with samples of these products for your approval to ensure their quality meets your standards.
3. **Service Hours:** Clean Space will service all locations specified in the contract, whether during the day or at night. We are flexible and will adhere to the scheduled days and hours outlined in the contract based on your preferences and requirements.

Our goal is to provide a comprehensive and hassle-free janitorial service that includes everything you need to maintain a clean and hygienic environment for your facilities. We are dedicated to meeting your expectations and ensuring the highest level of service quality.

MANAGEMENT TEAM

Clean Space is dedicated to providing top-notch janitorial services, and to ensure this, we have a comprehensive supervision and management plan in place:

3. **Dedicated Supervisor:** We will assign a dedicated supervisor who will oversee and train our staff at all locations. Their role includes ensuring the quality of work, facilitating the onboarding process for new cleaners, and addressing any issues or concerns promptly.
4. **Project Manager:** In addition to the supervisor, a project manager will be assigned to your account. The project manager will serve as the main point of contact and oversee the overall management of the cleaning services.
5. **Direct Communication:** For your convenience, we will provide you with a direct contact number to reach the project manager and/or supervisor. This direct line of communication ensures that you can easily get in touch with us for any questions, feedback, or immediate needs.

Our commitment to effective supervision and management is designed to guarantee the highest level of service quality and to provide you with direct access to our team whenever necessary. Your satisfaction is our priority.

INSPECTION PROCEDURES

To ensure the highest standards of cleanliness and service quality, Clean Space has implemented a rigorous inspection process:

1. **Unannounced Inspections:** Our project manager and supervisor will conduct unannounced inspections at various times throughout the day. This approach ensures that Clean Space staff remains alert and unaware of when inspections will take place, promoting consistent performance.
2. **Smart Tablet Technology:** Our managers and supervisors will utilize dedicated smart tablets for inspections. These tablets are equipped with custom-made inspection forms tailored to each serviced location. During inspections, they will capture pictures and provide comments as needed.
3. **Instant Reporting:** After each inspection, the findings, including pictures and comments, will be uploaded onto the smart tablets. Instantly, PDF reports summarizing the inspection results will be generated and sent directly to the client via email.

This proactive inspection process guarantees that we maintain a high level of service quality and enables prompt action to address any issues or areas in need of improvement. Clean Space is dedicated to transparency and accountability in delivering exceptional janitorial services.

FIRST DAY AND THE FIRST WEEK OF SERVICE

During the first day and week of our service, Clean Space is committed to providing you with an exceptional experience:

First Day:

- At no additional cost to you, we will deploy additional cleaning teams to perform an initial deep cleaning of your facility. This special service is extended to all our new clients.
- Our goal is to create an immediate and noticeable improvement in the cleanliness of your space, ensuring that your personnel can experience the difference right from day one.

First Week:

- Throughout the first week, we will continue to maintain a heightened level of cleaning to help your facility reach the desired standard.
- This approach helps alleviate the initial challenges and workload that come with learning the nuances of a new facility, making the transition smoother for our regular cleaning teams.

Our commitment to providing this startup and phase-in schedule demonstrates our dedication to delivering top-quality janitorial services and ensuring your satisfaction from the very beginning of our partnership.

LIST OF EQUIPMENT TO BE PROVIDED TO THE TOWN OF JUPITER PARKS

ITEM NUMBER:	DESCRIPTION:	BRAND:	QUANTITY:	MODEL NUMBER:
1	Cargo Van	Nissan	2	Nv200
2	Pasenger Vehicle	Ford	1	Fiesta
3	High Speed Burnisher	Advance	2	Pacesetter 20HD
4	Low Speed Floor	Advance	2	Pacesetter 17
5	Pressure Washer	Dewalt	1	3500 PSI
6	Carpet Cleaning Extractor	Viper	1	Viper 500 PSI
7	Wet Vaccums	Rigid	1	5HP Model
8	Janitorial Cart	Rubbermaid	To be determined	Brand New
9	Brute Wheeled Buckets	Rubbermaid	To be determined	Brand New

In addition to the mentioned items, Clean Space will also provide the following items to enhance our cleaning services:

1. **Color-Coded Rags and Mop Heads:** We will supply color-coded rags and mop heads to prevent cross-contamination, ensuring that cleaning materials are used appropriately in designated areas. This practice helps maintain a high standard of cleanliness and hygiene.
2. **Customized Cleaning Agents:** We will furnish cleaning agents tailored to meet the specific requirements outlined in the bid document provided by The Town of Jupiter Parks. Our goal is to ensure that the cleaning products used are in accordance with your preferences and standards.
3. **General Cleaning Utensils:** Our comprehensive service includes the provision of general cleaning utensils such as brooms, dust pans, pick-up tools, dusters, and other necessary equipment. These tools are essential for maintaining a clean and well-kept environment.

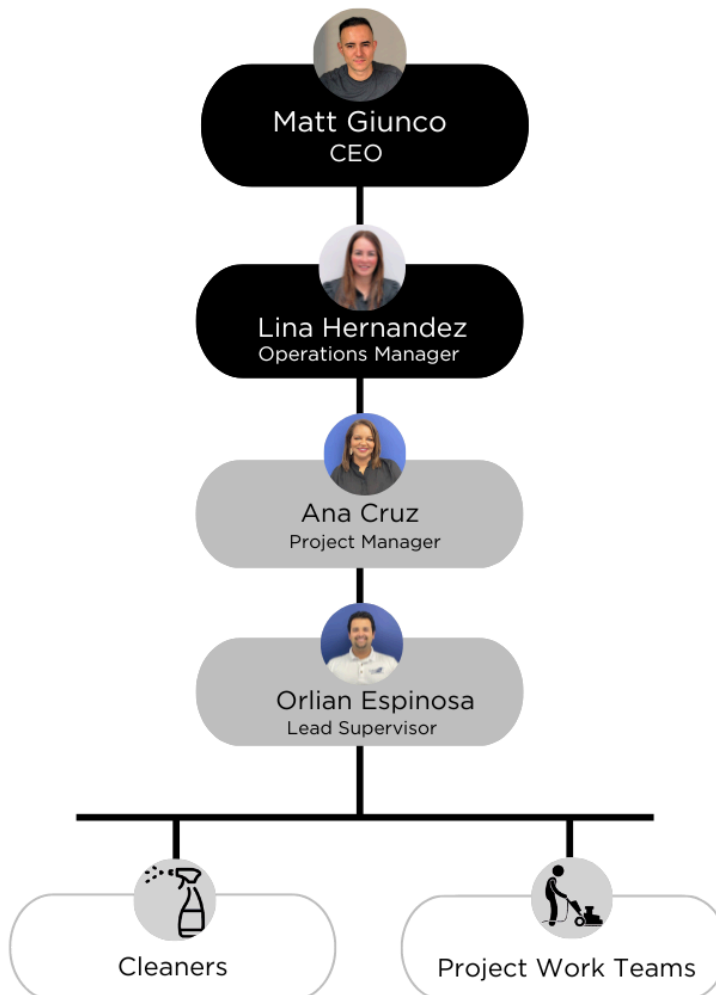
Cleaning Crews & Management Team

Clean Space acknowledges that the management team and key team members designated for The Town of Jupiter Parks, as detailed above, will not be replaced or substituted without obtaining explicit consent from The Town of Jupiter Parks. Additionally, Clean Space ensures that the assigned managers, supervisors, and team leaders possess proficiency in both English and Spanish, encompassing speaking, writing, and reading abilities.

Clean Space also affirms that the individuals listed below will carry out all necessary background checks, including level 2 background checks. Please refer to the proposed organizational chart for this project provided below.



ORGANIZATIONAL CHART FOR THIS BID



Effective onsite management is vital for a successful outcome of this cleaning project. Clean Space will have an experienced Project Manager and supervisory team. Together, they will oversee our operations for The Town of Jupiter Parks, including routine, periodic, and particular event tasks. The bullet list below details our staffing plan and responsibilities for each role.

PROJECT MANAGER:

- Oversees service delivery and ensures service quality.
- Acts as the primary on-site contact for facility administration.
- Ensures appropriate staffing levels for recurring tasks.
- Conducts regular inspections to maintain quality standards.

LEAD SUPERVISOR:

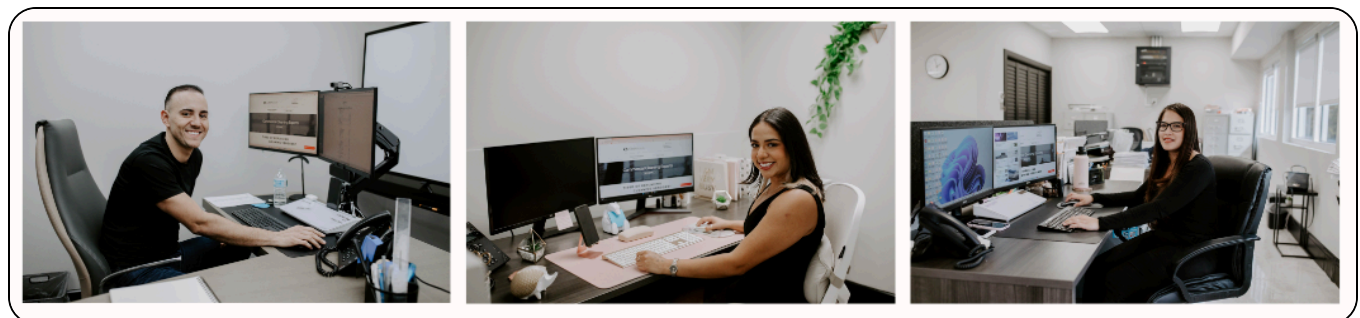
- Supervises and guides service workers in their duties.
- Organizes and coordinates staff training activities.
- Ensures sufficient staffing levels for periodic tasks.
- Conducts routine inspections to monitor work quality.

CLEANING CREWS & FLOOR TECHS (DAY & NIGHT):

- Assigned to buildings based on square footage requirements.
- Maintains cleanliness in restrooms and common areas throughout the day.
- Adheres to standard procedures for Park Restroom maintenance as per the assigned scope of services.
- Assists with setting up and dismantling special events.
- Performs nightly cleaning duties by the specified scope of services.

Support from Offsite Management

In addition to our onsite team, we have offsite support staff to provide extra resources and oversight, further ensuring the quality of our services. Our offsite team handles administrative tasks like payroll, human resources, recruitment, special services scheduling, and quote creation, allowing seamless day-to-day operations.



Safety & On the Job Training

At Clean Space, we understand that employee training is the cornerstone of accident prevention and safety awareness in our janitorial services. We believe that by investing in developing our team's safety knowledge, we can significantly reduce accidents and create a secure working environment. Here's how we personalize our approach:

SAFETY TRAINING

Here are essential safety rules and practices that all employees at Clean Space are trained on and must adhere to, regardless of their work assignment:

1. **Safety in Movement:** Avoid running, watch your step, and maintain balance to prevent accidents.
2. **Emergency Preparedness:** Familiarize yourself with evacuation procedures and the location of fire extinguishers, fire alarms, and emergency equipment.
3. **Prompt Reporting:** Report hazardous conditions, broken equipment, and defective tools immediately to your supervisor, principal, or superintendent for prompt correction.
4. **Electrical Safety:** Never overload electrical circuits; avoid plugging heating appliances into surge protectors.
5. **Professional Conduct:** Maintain professionalism; avoid horseplay, fighting, teasing, or practical jokes in the workplace.
6. **Proper Equipment Use:** Use designated ladders or work platforms; never substitute with chairs, carts, or other items.
7. **Equipment Handling:** Seek operating instructions for unfamiliar machinery, return tools to their proper places, and disconnect electrical cords safely.
8. **Stairway Safety:** Use handrails when navigating stairways.
9. **Glass Handling:** When handling broken glass, use a dustpan; for particles, wear gloves or a wet paper towel—never touch with bare hands.
10. **Spill Management:** Immediately clean up spills, regardless of the responsible party. If unable to clean, report it promptly.
11. **Safe Storage:** Use authorized safety containers to store combustible, flammable, or hazardous materials in approved cabinets or rooms.
12. **Information Access:** Material Safety Data Sheets (MSDSs) will always be available in-app and closet.
13. **Ladder Safety:** Inspect and set up ladders properly before use.
14. **Zero Tolerance:** Alcohol, narcotic drugs, or derivatives are strictly prohibited in the workplace and may lead to immediate termination.
15. **Ask When Unsure:** Use common sense; don't hesitate to ask if you're uncertain.
16. **Lift with Care:** Lift objects correctly and within your capacity to prevent injuries.

On-the-job injuries, employees must promptly report accidents to their supervisor. Failure to do so may delay the processing of claims. Clean Space is committed to ensuring our employees safety, and we promptly report accidents requiring medical treatment to the appropriate authorities. Our employees safety and well-being is our top priority.

ON THE JOB TRAINING

Clean Space is committed to delivering exceptional services. Our training program ensures our staff's proficiency in providing the services you need. Here's a concise overview of our training process:

1. Orientation and Onboarding:

- Comprehensive onboarding covers company policies, roles, and cleaning procedures.

2. Task Analysis and Demonstrations:

- We analyze and demonstrate specific cleaning tasks and procedures about the cleaning duties.

3. Practical Application and Supervision:

- New employees practice under supervision for efficient and effective performance.

4. Equipment and Chemical Training:

- Training includes safe handling of cleaning equipment and chemicals.

5. Quality Assurance:

- Staff is trained to maintain high cleanliness and quality standards by following custom cleaning checklists.

6. Specialized Training:

- We provide specialized training for unique cleaning requirements such as uncommon cleaning services like carpet cleaning strip wax.

7. Communication and Reporting:

- Training includes effective communication and prompt issue reporting.

8. Documentation and Continuous Learning:

- We maintain records and ensure ongoing training for up-to-date practices. We retrain existing staff every three months to ensure they are up to date with all of the requirements listed here in this section.

Rest assured, Clean Space's well-trained staff is dedicated to providing exceptional janitorial services tailored to your facility's needs. Your satisfaction and a clean environment are our top priorities.



Financial Stability

Clean Space is well-equipped to meet the financial requirements outlined by The Town of Jupiter Parks. Our strong financial position enables us to pay our employees and suppliers on time consistently.

As of 2023, our annual revenue stands at \$18 million, and our customer billings vary from \$5,000 per month to over \$250,000 per month, showcasing our ability to effectively serve clients of all sizes.

Furthermore, we have access to a \$2 million revolving line of credit available for use at any time. This credit line currently maintains a \$0 balance, providing us with a safety net, especially when dealing with clients with extended payment terms.

Clean Space is fully prepared to fulfill all financial obligations associated with The Town of Jupiter Parks. We are also ready to provide tax returns and financial statements upon request, demonstrating our financial stability and reliability.

Uniforms

Providing uniforms to employees may seem simple, but its importance cannot be overstated. Uniforms are more than just pieces of clothing; they are a symbol of a company's commitment to professionalism, unity, and brand identity. All employees servicing The Town of Jupiter Parks will be uniformed; see the below image for what our staff uniforms.



Resumes

Matt Giunco

Operations Manager - Clean Space, Inc.

Parkland, FL 33076

mattgiunco@icloud.com - 9548805188

To obtain employment with a Company that will allow me to use all my skills and abilities.

Abilities

- Bookkeeping skills
- More than 15 years of Account management experience
- Work well under pressure
- Computer literate (M/S Office Suite, Internet, Excel, Word PowerPoint)
- Fully Tri-lingual (English - Spanish - Portuguese)

Authorized to work in the US for any employer

WORK EXPERIENCE

Operations Manager

Clean Space Commercial Cleaning Service - Coral Springs, FL US - April 2011 to Present

- Responsible for overall company operations from scheduling, new accounts, to special projects
- Create new systems and protocol for efficiently provide all of the cleaning services
- Create proposals for new prospects and evaluate and sign contracts
- Ensure management team is following systems of operations set at the standard level

Area Supervisor

Execu Clean - Parkland, FL, US - January 2007 to April 2011

- Managed crew of 30 cleaners
- Responsible for inspecting quality of work
- Scheduling of services and special projects
- Meeting with customers to ensure service quality was satisfactory
- Trained employees as needed
- Looked for new work opportunities

Lead Cleaner

The Master's Touch - April 2005 to January 2007

- In charge for the service quality of a large charter school
- Performed janitorial services to designated areas
- Inspected on site work once job was completed

Resumes

LINA M. HERNANDEZ

786-499-6520

Hernandez39@live.com

SUMMARY OF QUALIFICATIONS

- Leadership Management, Human Resources, Marketing and organizational experience.
- Ability to detect problems and to find quick and effective solutions.
- Well-organized and professional skilled in working with office support.
- Outstanding diplomacy that consistently produces win-win results.
- Ability to work in a fast-paced team environment as well as focus on individual projects.
- Good communication skills.
- A fast learner who is dedicated, loyal and willing to work hard to achieve goals.
- Technology Integration.

SKILLS

QuickBooks, Microsoft Office, Clover System sales application, Outlook, Notary Public, Swept App

EXPERIENCE

Clean Space Inc-

Regional Manager Public Accounts

- Responsible for the overall direction, coordination, implementation, execution, control, and completion of the Custodial Services Contract ensuring consistency with company strategy, commitments, and goals.
- Manage project resource allocation
- Plan and schedule project timelines
- Track project deliverables using appropriate tools
- Constantly monitor and report on the progress of the project to Corporate Office
- Oversee quality assurance program
- Prepare and submit reports defining project progress, problems and solutions as required by the customer and the Corporate Office

Kelly Janitorial Systems, Inc

Project Manager

Address all client needs in an accurate and timely manner

- Lead the planning and implementation of the contract
- Facilitate the definition of project scope, goals, and deliverables
- Define project tasks and resource requirements
- Assemble and coordinate project staff
- Manage project budget
- Implement and manage project changes and interventions to achieve project success
- Communicate daily with the Contracting Officer Representative
- Identify customer's "hot-spots" and ensure that they are taken care of on a daily basis
- Provide direction and support to the management team daily

Certificate of Insurance



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
6/7/2024

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

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

PRODUCER Wilson, Washburn & Forster Insurance 16505 NW 13th Ave Miami FL 33169		CONTACT NAME: PHONE (A/C, No, Ext): 305-666-6636 FAX (A/C, No): 305-662-7778 E-MAIL: acsr@wwfins.com ADDRESS:	
INSURED Clean Space Inc. 3764 NW 124th Avenue Coral Springs FL 33065		INSURER(S) AFFORDING COVERAGE INSURER A : Travelers Indemnity Co of America NAIC # 25615 INSURER B : Travelers Prop Cas Comp of Am 25674 INSURER C : The Travelers Indemnity Co. 25658 INSURER D : The Phoenix Insurance Company 25623 INSURER E : INSURER F :	

COVERAGES

CERTIFICATE NUMBER: 1159895756

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC OTHER:			6802T107985	6/1/2024	6/1/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPOP AGG \$ 2,000,000 \$
D	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ☒ NON-OWNED AUTOS			BA3W167817	6/1/2024	6/1/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	☒ UMBRELLA LIAB ☒ OCCUR ☒ EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$			EX2T108171	6/1/2024	6/1/2025	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	UB2T107844	6/1/2024	6/1/2025	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Employee Benefits Liability - Retro Date: 06/01/2016			6802T107985	6/1/2024	6/1/2025	Each Employee 1,000,000 Aggregate 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Umbrella/Excess Liability does not go over Auto Liability

Policy: Crime
 Carrier: Atlantic Specialty Co
 Policy Number: MML-000422-0624
 Eff: 6/1/24-6/1/25
 Limit: \$1,000,000 / Deductible:\$10,000

CERTIFICATE HOLDER

SAMPLE COI
 PROOF OF COVERAGE

CANCELLATION

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

AUTHORIZED REPRESENTATIVE



© 1988-2014 ACORD CORPORATION. All rights reserved.

ACORD 25 (2014/01)

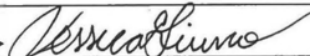
The ACORD name and logo are registered marks of ACORD

W9 Form

Form W-9 (Rev. October 2018) Department of the Treasury Internal Revenue Service	Request for Taxpayer Identification Number and Certification ▶ Go to www.irs.gov/FormW9 for instructions and the latest information.	Give Form to the requester. Do not send to the IRS.
1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. CLEAN SPACE, INC.		
2 Business name/disregarded entity name, if different from above		
Print or type. See Specific Instructions on page 3.	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.	
	☐ Individual/sole proprietor or single-member LLC	
	☐ C Corporation ☒ S Corporation ☐ Partnership ☐ Trust/estate	
	☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.	
		4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ (Applies to accounts maintained outside the U.S.)
5 Address (number, street, and apt. or suite no.) See instructions. P.O. BOX 670577		Requester's name and address (optional)
6 City, state, and ZIP code CORAL SPRINGS, FL 33067		
7 List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN) Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i> , later. Note: If the account is in more than one name, see the instructions for line 1. Also see <i>What Name and Number To Give the Requester</i> for guidelines on whose number to enter.	
	Social security number
	or Employer identification number

Part II Certification Under penalties of perjury, I certify that:
1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and 2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and 3. I am a U.S. citizen or other U.S. person (defined below); and 4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.
Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ▶ 	Date ▶ 01/01/2024
------------------	--	-------------------

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

Sunbiz

12/21/23, 11:00 AM

Detail by Entity Name

DIVISION OF CORPORATIONS



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search by Entity Name](#) /

Detail by Entity Name

Florida Profit Corporation
CLEAN SPACE, INC.

Filing Information

Document Number P11000038467
FEI/EIN Number 32-0338631
Date Filed 04/20/2011
State FL
Status ACTIVE

Principal Address

3764 NW 124th Ave
Coral Springs, FL 33065

Changed: 05/01/2019

Mailing Address

PO BOX 670577
CORAL SPRINGS, FL 33067

Changed: 02/08/2012

Registered Agent Name & Address

GIUNCO, JESSICA
3764 NW 124TH AVE
Coral Springs, FL 33065

Address Changed: 10/26/2020

Officer/Director Detail

Name & Address

Title P/D

GIUNCO, JESSICA
3764 NW 124TH AVE
Coral Springs, FL 33065

Title Operations Manager

<https://search.sunbiz.org/inquiry/CorporationSearch/SearchResultDetail?inquirytype=EntityName&directionType=Initial&searchNameOrder=CLEANS...>

1/2

12/21/23, 11:00 AM

Detail by Entity Name

GIUNCO, MATTHEW
3764 NW 124TH AVE
CORAL SPRINGS, FL 33065

Annual Reports

Report Year	Filed Date
2021	01/27/2021
2022	01/25/2022
2023	01/31/2023

Document Images

01/31/2023 -- ANNUAL REPORT	View image in PDF format
01/25/2022 -- ANNUAL REPORT	View image in PDF format
01/27/2021 -- ANNUAL REPORT	View image in PDF format
10/26/2020 -- AMENDED ANNUAL REPORT	View image in PDF format
04/20/2020 -- ANNUAL REPORT	View image in PDF format
05/01/2019 -- ANNUAL REPORT	View image in PDF format
02/23/2018 -- ANNUAL REPORT	View image in PDF format
02/16/2017 -- ANNUAL REPORT	View image in PDF format
02/12/2016 -- ANNUAL REPORT	View image in PDF format
01/29/2015 -- ANNUAL REPORT	View image in PDF format
02/28/2014 -- ANNUAL REPORT	View image in PDF format
01/27/2013 -- ANNUAL REPORT	View image in PDF format
02/08/2012 -- ANNUAL REPORT	View image in PDF format
04/20/2011 -- Domestic Profit	View image in PDF format

Florida Department of State, Division of Corporations

TOWN OF JUPITER

RFP No. PR 2025-01

Janitorial Maintenance Services for Parks Restrooms

QUOTATION FORM

Bidding Company name: Clean Space Inc

Item No.	ITEM DESCRIPTION	UNIT	QUANTITY	ESTIMATED UNIT PRICE	EXTENDED VALUE
1.	Indemnification	LS	1	\$ <u>100.00</u>	\$ <u>100.00</u>
2.	Cost of Janitorial Maintenance For Jupiter Community Park	Month	12	\$ <u>\$1,252.43</u>	\$ <u>\$15,029.16</u>
3.	Cost of Janitorial Maintenance For Cinquez Dog Park	Month	12	\$ <u>\$335.61</u>	\$ <u>\$4,027.32</u>
4.	Cost of Janitorial Maintenance For Maplewood Park	Month	12	\$ <u>\$335.61</u>	\$ <u>\$4,027.32</u>
5.	Cost of Janitorial Maintenance For Jupiter Village Park	Month	12	\$ <u>\$213.37</u>	\$ <u>\$2,560.44</u>
6.	Cost of Janitorial Maintenance For Sawfish Bay Park	Month	12	\$ <u>\$213.37</u>	\$ <u>\$2,560.44</u>
7.	Cost of Janitorial Maintenance For Lighthouse Park	Month	12	\$ <u>\$335.61</u>	\$ <u>\$4,027.32</u>
8.	Cost of Janitorial Maintenance For Abacoa Community park	Month	12	\$ <u>\$1,252.43</u>	\$ <u>\$15,029.16</u>
9.	Cost of Janitorial Maintenance For North POD	Month	12	\$ <u>\$335.61</u>	\$ <u>\$4,027.32</u>
10.	Cost of Janitorial Maintenance For South POD	Month	12	\$ <u>\$335.61</u>	\$ <u>\$4,027.32</u>
Total Price Quotation (items 1-10)				\$ <u></u>	\$ <u>55,415.80</u>

Total Price Quotation (items 1-10) in Words: _____

Fifty-five thousand four hundred fifteen dollars and eighty cents.

TOWN OF JUPITER
RFP No. PR 2025-01
JANITORIAL SERVICES FOR PARKS RESTROOMS

ATTACHMENT A
PROPOSAL RESPONSE FORMS

PROPOSER INFORMATION	
PROJECT ORGANIZATION (PROPOSER)	
Name of Business:	Clean Space Inc
Principal Contact Person:	Matt Giunco
Address 1:	3764 NW 124th Avenue, Coral Springs FL 33065
Address 2:	
Address 3:	
Telephone:	954-880-5188
FAX:	N/A
E-mail:	mg@cleanspaceonline.com
Name of Individual Project Manager:	Lina Hernandez
Telephone:	754-308-9917
E-mail:	lhernandez@cleanspaceonline.com
Location of Project Office:	Coral Springs

TOWN OF JUPITER

RFP No. PR 2025-01 JANITORIAL SERVICES FOR PARKS RESTROOMS

PROPOSER REFERENCES

Please submit a minimum of five references in detail; give client references who have been clients (of the Proposer) for at least one year (preferably municipal governments or other governmental agencies of similar size in Florida where your company has provided same and similar services). The Town may contact some of the Proposer's current and former clients, both supplied by the Proposer and independently derived, to request that they validate the qualifications of the Proposer and the accuracy of the claims made by the Proposer in its Proposal, and that they assess the Proposal's ability to perform the types, level and quality of services that the Town desires. All references contacted will be asked to rate those aspects of the Proposal's performance on a scale from 0 – 5: zero (0) being poor and (5) being excellent.

Excellent: Frequently exceeds client reference's specifications/requirements

Good: Meets client reference's specification/requirements.

Poor: Frequently does not meet client reference's specifications / requirements

1. CUSTOMER NAME:	Town of Pembroke Park
CUSTOMER LOCATION:	3150 SW 52 Avenue Pembroke, FL 33023
POPULATION, if Government:	
CUSTOMER CONTACT PERSON:	Stephanie Woodbury
CUSTOMER PHONE NUMBER:	(954) 966-4602
CUSTOMER CONTACT FAX:	N/A
CUSTOMER CONTACT E-MAIL:	swoodbury@townofpembrokepark.com
PROJECT DESCRIPTION:	Custodial services for complete Building, supplies and quarterly, semiannual maintenance of all facilities.
2. CUSTOMER NAME:	City of Boyton Beach
CUSTOMER LOCATION:	222 NE 9th Ave, Boynton Beach, FL 33435
POPULATION, if Government:	
CUSTOMER CONTACT PERSON:	Annalie Holmes
CUSTOMER PHONE NUMBER:	561-895-1322
CUSTOMER CONTACT FAX:	N/A
CUSTOMER CONTACT E-MAIL:	holmesa@bbfl.us
PROJECT DESCRIPTION:	Janitorial Services for the city buildings such as Public Works, Community Centers, Parks, Fire Departments

3. CUSTOMER NAME:	City of Sarasota
CUSTOMER LOCATION:	2100 East Laurel Street, Sarasota FL 34237
POPULATION, if Government:	
CUSTOMER CONTACT PERSON:	Nirattha Khempanya
CUSTOMER PHONE NUMBER:	941 263 6327
CUSTOMER CONTACT FAX:	N/A
CUSTOMER CONTACT E-MAIL:	nirattha.khempanya@sarasotafl.gov
PROJECT DESCRIPTION:	Janitorial Services for the City of Sarasota Parks
4. CUSTOMER NAME:	Martin County Parks
CUSTOMER LOCATION:	Different locations
POPULATION, if Government:	
CUSTOMER CONTACT PERSON:	Steve Monteith
CUSTOMER PHONE NUMBER:	772-285-0530
CUSTOMER CONTACT FAX:	N/A
CUSTOMER CONTACT E-MAIL:	smonteit@martin.fl.us
PROJECT DESCRIPTION:	Custodial services for 45 parks restrooms, 16 facilities and communities, including the agricultural extension offices.
5. CUSTOMER NAME:	City of Sebastian
CUSTOMER LOCATION:	1225 Main Street, Sebastian FL 32958
POPULATION, if Government:	
CUSTOMER CONTACT PERSON:	Jim Testa
CUSTOMER PHONE NUMBER:	772-453-9722
CUSTOMER CONTACT FAX:	N/A
CUSTOMER CONTACT E-MAIL:	jtesta@cityofsebastian.org
PROJECT DESCRIPTION:	Professional janitorial services for buildings and parks restrooms.

TOWN OF JUPITER

RFP No. PR 2025-01 JANITORIAL SERVICES FOR PARKS RESTROOMS

NON-COLLUSIVE AFFIDAVIT FORM

STATE OF Florida

COUNTY OF Broward

Matt Giunco, 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 / 22 / 2024

By Matt Giunco

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 Matt Giunco, an authorized representative of Clean Space Inc, 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 22 day of October, 2024.



Sandra P Duran
Comm.:HH 258306
Expires: June 12, 2026
Notary Public - State of Florida

Sandra Duran
NOTARY PUBLIC

TOWN OF JUPITER

RFP No. CR 2025-01 JANITORIAL SERVICES FOR PARKS RESTROOMS

PROPOSER'S CERTIFICATION FORM

The below signed Proposer certifies that he/she has read, carefully examined, and thoroughly understands the terms, conditions, and specifications contained in the RFP and any other documents accompanying or made a part of this RFP. I hereby propose to furnish the services specified in the RFP. Furthermore, I agree to abide by all conditions of this RFP. I certify that all information contained in this submittal is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this Proposal on behalf of the firm or entity who is the Proposer, as its act and deed and that the Proposer is ready, willing and able to perform if awarded the contract.

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

Clean Space Inc

NAME OF BUSINESS

BY:

SIGNATURE

Matt Giunco & CEO

PRINTED NAME AND TITLE

3764 NW 124th Avenue

MAILING ADDRESS

Coral Springs FL 33065

TOWN, STATE, ZIP CODE

954-880-5188

TELEPHONE NUMBER

mg@cleanspaceonline.com

E-MAIL ADDRESS

Subscribed and sworn to before me, by means of ☒ physical presence or ☐ online notarization this 22 day of October, 2024 by Matt Giunco of Clean Space, who [x] is personally known to me or [] has produced Driver License as identification and who did (did not) take an oath.



Sandra P Duran
Comm.: HH 258306
Expires: June 12, 2026
Notary Public - State of Florida

Sandra Duran
NOTARY PUBLIC

TOWN OF JUPITER

RFP No. PR 2025-01 JANITORIAL SERVICES FOR PARKS RESTROOMS

PROPOSER'S QUALIFICATION STATEMENT FORM

The undersigned Proposer certifies under oath the truth and correctness of all statements and of all answers to questions made hereinafter:

SUBMITTED TO: Town of Jupiter

ADDRESS: 210 Military Trail
Jupiter, FL

SUBMITTED BY Matt Giunco

CIRCLE ONE: CORPORATION / PARTNERSHIP / INDIVIDUAL / OTHER

NAME Clean Space Inc

ADDRESS: 3764 NW 124th Avenue, Coral Springs FL 33065

TELEPHONE NO. 954-880-5188

FAX NO. N/A

1. State the true, exact, correct and complete name of the partnership, corporation, trade or fictitious name under which you do business and the address of the place of business.

The correct name of the Proposer is: Clean Space Inc

The address of the principal place of business is:
3764 NW 124th Avenue, Coral Springs FL 33065

2. If Proposer is a corporation, answer the following:

- a. Date of Incorporation: 4/11/2011
- b. State of Incorporation: Florida
- c. President's name: Jessica Giunco
- d. Vice President's name: Matt Giunco
- e. Secretary's name: Sandra Duran
- f. Treasurer's name: Sonia Garcia
- g. Name and address of Resident Agent:

Matt Giunco 3764 NW 124th Avenue, Coral Springs FL 33065

3. If Proposer is an individual or a partnership, answer the following:
- a. Date of organization:
 - b. State whether general or limited partnership:
 - c. Name, address and ownership units of all partners:
- N/A
4. If Proposer is other than an individual, corporation or partnership, describe the organization and give the name and address of principals:
- N/A
5. If Proposer is operating under a fictitious name, submit evidence of compliance with the Florida Fictitious Name Statute.
- N/A
6. How many years has your organization been in business under its present business name?
- a. Under what other former names has your organization operated?
- 13 Years
7. Indicate registration, license numbers or certificate numbers for the businesses or professions, which are the subject of this Proposal. Please attach certificate of competency and/or state registration.
- Please see document attached to Bid proposal.
8. Have you ever failed to complete any work awarded to you? If so, state when, where and why?
- Clean Space Inc has never failed to complete a bid awarded
9. List the pertinent experience of the key individuals of your organization (continue on insert sheet, if necessary).
- Please see document attached to Bid proposal.
10. State the name of the individual who will have personal supervision of the work:
- Ana De La Cruz
11. Disclose any suits or administrative actions ever taken against your firm by the Department of Insurance within the last two (2) years.
- Clean Space has never had any suits or administrative actions taken against the firm by the Department of Insurance within the last two (2) years.

THE PROPOSER ACKNOWLEDGES AND UNDERSTANDS THAT THE INFORMATION CONTAINED IN RESPONSE TO THIS QUALIFICATIONS STATEMENT SHALL BE RELIED UPON BY THE TOWN IN AWARDDING THE CONTRACT AND SUCH INFORMATION IS WARRANTED BY PROPOSER TO BE TRUE. THE DISCOVERY OF ANY OMISSION OR MISSTATEMENT THAT MATERIALLY AFFECTS THE PROPOSAL'S QUALIFICATIONS TO PERFORM UNDER THE CONTRACT SHALL CAUSE THE TOWN TO REJECT THE PROPOSAL, AND IF AFTER THE AWARD TO CANCEL AND TERMINATE THE AWARD AND/OR CONTRACT.



Signature

Matt Giunco

Printed Name

State of Florida
County of Broward

The foregoing instrument was acknowledged before me, by means of ☒ physical presence or ☐ online notarization this 22 day of October, 2024 by Matt Giunco of CleanSpace, who [x] is personally known to me or [] has produced Driver license as identification and who did (did not) take an oath.



Sandra P Duran
Comm.:HH 258306
Expires: June 12, 2026
Notary Public - State of Florida


NOTARY PUBLIC

TOWN OF JUPITER

RFP No. PR 2025-01 JANITORIAL SERVICES FOR PARKS RESTROOMS

PUBLIC ENTITY CRIMES FORM

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

This sworn statement is submitted to Town of Jupiter
(Print name of the public entity)

By Matt Giunco & CEO
(Print individual's name and title)

for Clean Space Inc
(Print name of entity submitting sworn statement)

Whose business address is 3764 NW 124th Avenue, Coral Springs FL 33065

and (if applicable) its Federal Employer Identification Number (FEIN) is 32-0338631
(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 Proposal 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, no jury 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:
 - 4-1. A predecessor or successor of a person convicted of a public entity crime: or
 - 4-2. Any 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 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 the State of 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 Proposal applies to Proposals 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 the 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)

XX Neither the entity submitting this sworn statement, nor any of its 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.

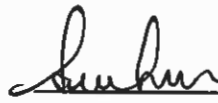
 The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent 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 the 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.

Subscribed and sworn to before me, by means of ☒ physical presence or ☐ online notarization this 22 day of October, 2024 by Math Givens of Clean Space, who ☒ is personally known to me or ☐ has produced dl as identification and who did (did not) take an oath.



Sandra P Duran
Comm.: HH 258306
Expires: June 12, 2026
Notary Public - State of Florida



NOTARY PUBLIC

TOWN OF JUPITER

RFP No. PR 2025-01 JANITORIAL SERVICES FOR PARKS RESTROOMS

PROPOSER'S ACKNOWLEDGMENT

I hereby certify, that this Proposer's Acknowledgment is made without prior understanding, agreement or connection with any corporation, firm, or other person submitting a Proposal for the same commodities and/or services, and is in all respects, fair and without collusion or fraud. I agree to abide by all of the conditions of this Request for Proposals, and certify that I am authorized to sign the Proposal for the Proposer. By my signature on this Form, the Proposer acknowledges and accepts without limitation, the terms and conditions as set forth within the Request for Proposal, as well as any applicable supplemental RFP documents, such as any Special Conditions, Instructions, Specifications, and all required Forms.

CORRECT LEGAL NAME OF PROPOSER: Clean Space Inc

NAME OF REGISTERED AGENT & ADDRESS OF CORPORATE PROPOSERS

Matt Giunco 3764 NW 124th Avenue, Coral Springs FL 33065

PHYSICAL ADDRESS OF PROPOSER (NO P.O. BOXES ALLOWED) 3764 NW 124th Avenue, Coral Springs
FL 33065

TELEPHONE NUMBER OF PROPOSER 954-880-5188

EMERGENCY CONTACT NUMBER FOR PROPOSER: 1.800.499.0116

FAX NUMBER OF PROPOSER N/A

FEDERAL ID NO. OR SOCIAL SECURITY NO. OF PROPOSER 32-0338631

IF PROPOSER IS CORPORATION OR OTHER LEGAL ENTITY, STATE OF INCORPORATION OR
REGISTRATION

**FOREIGN CORPORATIONS MUST SUBMIT FOREIGN CORPORATION RESOLUTION.

SIGNATURE OF PROPOSER OR AUTHORIZED AGENT: 

**PROPOSALS SUBMITTED BY AGENTS MUST HAVE RESOLUTION OF AGENT AUTHORITY.

PRINTED NAME OF PROPOSER OR AUTHORIZED AGENT: Matt Giunco

DATE: 10/22/2024

TITLE/POSITION OF SIGNATORY: CEO

TOWN OF JUPITER

RFP No. PR 2025-01 JANITORIAL SERVICES FOR PARKS RESTROOMS

DRUG-FREE WORK PLACE CERTIFICATION

The undersigned Contractor, in accordance with Florida Statute 287.087 hereby certifies that

Clean Space 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

Matt Giunco & CEO

Proposer's Printed Name and Title

10/22/2024

Date

TOWN OF JUPITER

RFP No. PR 2025-01 JANITORIAL SERVICES FOR PARKS RESTROOMS

CONTRACTOR E-VERIFY AFFIDAVIT

I hereby certify that Clean Space 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 Clean Space Inc [insert contractor company name] proof of registration in the E-Verify system is attached to this Affidavit.



Signature

Matt Giunco & CEO

Print Name/Title

10/22/2024

Date

STATE OF FLORIDA

COUNTY OF Broward

The foregoing instrument was acknowledged before me by means of / physical presence or / online notarization, this 10/22/2024 (date) by _____

Matt Giunco (name of officer or agent, title of officer or agent) of Clean Space Inc (name of contractor company acknowledging), a Florida (state or place of incorporation) corporation, on behalf of the corporation. He/she is personally known to me or has produced dl (type of identification) as identification.



Sandra P Duran
Comm.: HH 258306
Expires: June 12, 2026
Notary Public - State of Florida


Notary Public

TOWN OF JUPITER

RFP No. PR 2025-01 JANITORIAL SERVICES FOR PARKS RESTROOMS

SUBCONTRACTOR E-VERIFY AFFIDAVIT

Clean Space Inc will not be subcontracting any company for this bid.

I hereby certify that _____ [insert subcontractor 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 _____ [insert subcontractor company name] proof of registration in the E-Verify system is attached to this Affidavit.

Signature

Print Name/Title

Date

STATE OF FLORIDA

COUNTY OF Broward

The foregoing instrument was acknowledged before me by means of / physical presence or / online notarization, this 10.22.2024 (date) by MATT GUNCO

(name of officer or agent, title of officer or agent) of Clean Space (name of contractor company acknowledging), a Florida (state or place of incorporation) corporation, on behalf of the corporation. He/she is personally known to me or has produced Driver license (type of identification) as identification.



Sandra P Duran
Comm.: HH 258306
Expires: June 12, 2026
Notary Public - State of Florida

[Signature]
Notary Public

Town of Jupiter RFP No. PR 2025-01 Proposal Scoring and Evaluation - Selection Committee Tally											
Did Contractor meet all RFP submittal criteria? If NO, explain.	YES	YES	YES	YES	YES	YES	YES	NO; provided 3 electronic and 1 paper copy	YES	NO; provided duplicate references	NO; flash drive was empty
	Alpha Building Maintenance	Amer Plus	American Janitorial Incorporated	Chi-Ada	Clean Space	Greenview Construction LLC	Gulfstream Goodwill Industries Inc.	Salazar Cleaning Details	Stella Commercial Cleaning	We Clean Commercian Cleaning	Green Facilities Inc.
	Score	Score	Score	Score	Score	Score	Score	Score	Score	Score	Score
Kristin George	25	67	88	47	90	55	51		72		
Craig Westover	30	54	85	57	90	39	53		69		
Derek Harse	35	72	90	44	91	42	47		62		
Mark Ellis	38	64	88	44	95	62	51		77		
Total	128	257	351	192	366	198	202	0	280	0	0

TOWN OF JUPITER

RFP No. PR 2025-01
Janitorial Services for Parks Restrooms



TOWN OF
JUPITER

DATE: December 18, 2024

TO: Clean Space, Inc.

ATT: Matt Giunco, CEO

Project: Janitorial Services for Parks Restrooms

Dear Matt:

The Town is in receipt of your firm's quote dated **November 5, 2024** submitted in response to the Town's solicitation for Janitorial Services for the Parks Restrooms. The Fixed Not to Exceed Price of \$55,415.80 annually, included in the Town's solicitation shall be for all the work required, shall include, but not be limited to, all labor, supervision, travel time, equipment, materials, tools, supplies, permits, submittals, fuel, project overhead, home office overhead, any incidentals, and profit required to complete the scope of work in accordance with the requirements of the Town's Contract contained herein.

Please return two (2) signed original Contracts with proof of insurance to Craig Westover, Superintendent of Parks, at 3131 Washington St, Jupiter, FL 33458. All correspondence, including invoices, shall reference Janitorial Services for Parks Restrooms (PR 2025-01) and be submitted to Craig Westover, Superintendent of Parks at craigw@jupiter.fl.us

We look forward to working with you.

SPACE INTENTIONALLY LEFT BLANK.
PROCEED TO NEXT PAGE.

TOWN OF JUPITER CONTRACT STANDARD TERMS AND CONDITIONS – CONTRACTOR

THIS contract, made this 17th day of December, 2024 , by and between the Town of Jupiter, a public corporation of the State of Florida, hereinafter designated as (the "TOWN"), and Clean Space, Inc., 3764 NW 124th Ave., Coral Springs, FL, 33067, Corporation, FEID Number 32-0338631 hereinafter designated as (the "CONTRACTOR") (the "CONTRACT").

- 1.1. The Contract documents listed below are incorporated herein by reference and shall become a part of this Contract as though physically attached as a part hereof, and all documents in this Contract shall be interpreted together to yield the most consistent results to achieve the purpose of the Contract:
 - 1.1.1. Attachment 1.- RFP No. PR-2025-01
 - 1.1.2. Attachment 2.- Contractor Proposal
- 1.2. The CONTRACTOR shall furnish all equipment, tools, labor, and other necessary items for the performance of the work, and shall perform the required work in a safe manner and according to commonly accepted and good construction practices all in accordance with the described Scope of Work.
- 1.3. CONTRACTOR shall provide the TOWN with a copy of its Business Registration to do business as a Janitorial Contractor in the State of Florida, and shall obtain a business tax receipt from Palm Beach County prior to commencing any work under the CONTRACT.
- 1.4. The parties agree that TIME IS OF THE ESSENCE, in the performance of each and every obligation under this CONTRACT. The CONTRACT TERM may be changed only by a Supplemental Agreement or written amendment. Unless extended or terminated, the TERM of performance of this CONTRACT shall commence upon the effective date of the Contract or the date the Town issues a Notice to Proceed and shall continue through December 31, 2026.
- 1.5. As a condition precedent to any requested extension of time, the CONTRACTOR must submit to the TOWN: A preliminary request for an extension in writing within seven (7) calendar days after the commencement of a delay to any work activity that will delay the overall completion of daily technical specifications. If the CONTRACTOR fails to submit this required preliminary request for an extension, the CONTRACTOR fully, completely, absolutely and irrevocably waives any entitlement to an extension of the Contract for any given delay.
- 1.6. CONTRACTOR shall not be entitled to and hereby waives any and all claims for damages which it may suffer by reason of delay, acceleration, loss of efficiency, or other related time or impact-based claims (hereinafter collectively "delay") or for delay attributable to any foreseen or unforeseen conditions, and waives damages which it may suffer by reason of such claims for lost profits, destruction of business, extended overhead, extended supervision, extended, unabsorbed home office overhead; the extension of time being CONTRACTOR'S sole remedy. In addition, the parties agree that for any claim the TOWN will not have liability for the following items of damages or expense: (i) loss of profits, incentives or bonuses, (ii) any claim other than extra work or a Contract Time Extension pursuant to the Contract, (iii) consequential damages of any kind (foreseen or unforeseen), including, but not limited to, loss of bonding capacity, loss of bidding opportunities, loss of credit standing, cost of financing, interest paid, loss of other work or insolvency. This waiver is applicable, without limitation, to all such consequential damages arising out of the termination of the Contract, nor (iv) acceleration costs and expenses, except where the TOWN has expressly and specifically directed the CONTRACTOR in writing "to accelerate at the TOWN'S expense."

- 1.7. The CONTRACTOR shall check all plans (if applicable) and specifications furnished to them immediately upon their receipt and shall promptly notify the TOWN of all errors, inconsistencies, omissions and discrepancies, if any. If applicable, figures marked on plans shall, in general, be followed in preference to scale measurements. Anything mentioned in the specifications and not shown on the plans, or shown on the plans and not mentioned in the specifications, shall be of like effect as if shown or mentioned in both. No deviations shall be made by the CONTRACTOR, unless explicitly authorized by the TOWN. All approved deviations from the specifications and plans will be compiled and provided to the TOWN. The TOWN may furnish from time to time such detail Plans and other information considered necessary to clarify the CONTRACT Documents.
- 1.8. CONTRACTOR shall perform all work to the satisfaction of the Town's Project Manager, Superintendent of Parks Craig Westover, or Project Manager's Designee. The Town will decide all questions, difficulties, and disputes, of whatever nature, which may arise relative to the interpretation of the specifications and/or fulfillment of the Contract, and as to the character, quality, amount, and value of any work done, and materials furnished, under or by reason of the Contract.
- 1.9. Any changes made to the Contract by the Town will not be considered to waive any of the provisions of the Contract, nor may the Contractor make any claim for loss of anticipated profits because of the changes, or by reason of any variation between the approximate quantities and the quantities of work actually performed. All work shall be performed in accordance with the Contract Documents.
- 1.10. The CONTRACTOR shall maintain, or cause to be maintained, the following specified insurance coverages in the amounts set forth hereafter during the full period of the CONTRACT, which must include the following coverages and minimum limits of liability.
 - 1.10.1. WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE for all employees of the CONTRACTOR for Statutory Limits in compliance with the applicable state and federal laws. Notwithstanding the number of employees or any other statutory provisions to the contrary, coverage shall extend to all employees of the CONTRACTOR and all subcontractors.
 - 1.10.2. COMMERCIAL GENERAL LIABILITY - \$2,000,000 General Aggregate - with the minimum limits of \$1,000,000 Per Occurrence, Combined Single Limit for Bodily Injury Liability, Property Damage Liability, Premises and Operations, Independent contractors, Products and Completed Operations, Broad Form Property / Personal Injury, XCU coverage, and a contractual Liability Endorsement.
 - 1.10.3. BUSINESS AUTO LIABILITY with minimum limits of \$1,000,000.00, Per Occurrence, Combined Single Limit for Bodily Injury and Property Damage Liability. This shall be an "any-auto" policy including Owned, Hired, Non-Owned, and Employee Non-Ownership Coverage.
 - 1.10.4. The TOWN shall be included as an Additional Named Insured under the General Liability and Automobile Liability policies. Current valid insurance policies meeting the requirements herein identified shall be maintained during the duration of the CONTRACT. There shall be a thirty (30) day notification to the TOWN, in the event of cancellation or modification of any stipulated insurance policy. It shall be the responsibility of the CONTRACTOR to ensure that all subcontractors are adequately insured or covered under their policies.
- 1.11. For \$100.00 and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged as part of the first payment for services, the CONTRACTOR shall indemnify, defend, and

hold harmless the TOWN, its elected officials, agents, guests, invitees and employees (collectively "Indemnitees"), from all suits, actions, claims, demands, damages, losses, expenses, including attorney's fees, costs and judgments of every kind and description to which the TOWN, its agents, guests, invitees, or employees may be subjected by reason of personal injury, bodily injury including death, or property damage, resulting from or growing out of any intentional, negligent, reckless, or careless act of commission, omission, or consequential damage directly or indirectly connected with the CONTRACTOR, its subcontractors, its agents, or employees, and committed in connection with this CONTRACT, CONTRACTOR'S performance hereof, or any work performed hereunder.

- 1.12. The CONTRACTOR shall indemnify, defend, and hold harmless the Indemnitees from and against all claims, demands, actions, suits, damages, losses, expenses, costs, including attorney's fees, and judgments of every kind and description arising from, based upon, or growing out of the violation of any Federal, State, County or City law, by-law, ordinance of regulation by the CONTRACTOR, its agents, trainees, invitees, servants or employees. The CONTRACTOR further acknowledges that it is solely responsible for ensuring the safety of the premises to protect its employees, subcontractors, invitees, licensees and all other persons during the course of the work, and agrees to hold and save the TOWN harmless against all claims involving alleged negligence by the TOWN in failing to adequately ensure the safety of the site or otherwise ensure compliance with the CONTRACT.
- 1.13. The CONTRACTOR is as fully responsible to the TOWN for the acts, coordination and omissions of his subcontractors and of persons either directly or indirectly employed by said subcontractor, as he is for the acts and omissions of persons directly employed by him. Nothing contained in the CONTRACT shall create any contractual relationship between any subcontractor and the TOWN.
- 1.14. CONTRACTOR 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).
- 1.15. TOWN reserves the right to select its own counsel to conduct any defense in any such proceedings and all costs and fees associated therewith shall be the responsibility of the CONTRACTOR under the indemnification agreement set forth herein. Nothing contained herein is intended nor shall it be construed to waive TOWN's rights and immunities under the common law or Florida Statute 768.28, as amended from time to time. The Contractor's indemnification obligations in the Contract Documents, including those listed in this Section 5, shall be deemed to fully comply with Sections 725.06 and 725.08, Florida Statutes, to the extent applicable, including any amendments thereto, in all respects. To the greatest extent permitted by applicable laws, the Contractor waives for itself and its insurers any and all claims that the indemnification obligations under this Contract violate applicable laws. This indemnification is separate and apart from, and in no way limited by any insurance provided or required by Contractor under this Contract or otherwise. Section 1.11 through 1.15 shall survive the termination of this Contract. Contractor shall include in all of its contracts for the performance of work pursuant to this Contract, if any, provisions by which each subcontractor or agent agrees to defend, indemnify and hold harmless the Indemnitees from and against indemnity claims in the same manner as Contractor is liable to the Indemnitees pursuant to sections 1.11 through 1.15.
- 1.16. The CONTRACTOR 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 such attempt made without prior written consent by the TOWN shall be null and void.
- 1.17. The CONTRACTOR shall, without additional expense to the TOWN, be responsible for obtaining all applicable and required licenses and permits and for complying with any applicable Federal, State and

municipal laws, codes, and regulations in connection with the prosecution of the work.

- 1.18. The TOWN reserves the right to make alterations in the character of the Work, which involve a change in the nature of the design.
- 1.19. Any other written order from the TOWN, which causes any such change, shall be treated as a Supplemental Agreement under this clause. No additional compensation or change in CONTRACT time will be allowed in the absence of a Supplemental Agreement signed by an authorized TOWN representative. If any change under this clause causes an increase or decrease in the CONTRACTOR'S cost of, or the time required for the performance of any part of the work under this CONTRACT, whether or not changed by any order, an equitable adjustment shall be made and the CONTRACT modified in writing accordingly. If any agreed upon change or change initiated by the TOWN results in the increase of the scope of work or CONTRACT price, the TOWN'S authorization must be received in advance of any additional work and/or prior to CONTRACTOR incurring additional costs.
- 1.20. If there is a need for an increase in the CONTRACT sum, CONTRACTOR shall give written notice to the TOWN of any claim for an increase in the CONTRACT sum or CONTRACT performance period arising under or relating to the CONTRACT within seven (7) days after the start of the event-giving rise to such claim. In connection with any such request, CONTRACTOR must also provide the TOWN with full and complete claim documentation, which includes the reason for the extension and estimated costs and additional time associated with any such delay. Submittal of the written request and required documents are each a conditions precedent to the CONTRACTOR bringing any action in law against the TOWN for the items and for the sums or time set forth in the CONTRACTOR'S written claim, and the failure to provide such notice of intent, preliminary time extension request, claim and full and complete claim documentation within the time required shall constitute a full, complete, absolute and irrevocable waiver by the CONTRACTOR of any right to additional compensation or a time extension for such claim.
- 1.21. Unless otherwise specifically provided in this Contract, all equipment, material and articles incorporated in the work covered by this Contract are to be new and of the most suitable grade for the purpose intended. Unless otherwise specifically provided in this Contract, reference to any equipment, material, article or patented process, by trade name, make or catalog number, shall be regarded as establishing a standard of quality and shall not be construed as limiting competition, and the CONTRACTOR may, at his option, use any equipment, material, article or process which, in the judgment of the Town, is equal to that named.
- 1.22. The CONTRACTOR warrants to the TOWN that all materials and equipment furnished under this CONTRACT will be new and that all work will be of good quality free from faults and defects and is in conformance with the CONTRACT. All work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. As required by the TOWN, the CONTRACTOR shall furnish satisfactory evidence as to the kind and quality of the materials and equipment; this may include shop drawings, manufacturer's cut-sheets and other descriptive materials which indicate conformance with the requirements of the CONTRACT. Furnish shop drawings, manufacturer's cut-sheets and other descriptive materials without delaying the work and without any additional cost to the TOWN. All work, equipment and materials furnished as part of the CONTRACT shall be warranted for a minimum of one year. Warranty periods shall begin at the date of final written acceptance of the work by the TOWN. If any work, materials or equipment is determined to not be in conformance with the CONTRACT requirements during this warranty period, or is otherwise found to be defective, such items shall be corrected or replaced, at CONTRACTOR'S expense.
- 1.23. All Work shall be subject to inspection and testing by the TOWN at all reasonable times and at all places prior to acceptance. Any such inspection and testing is for the sole benefit of the TOWN, and shall not

relieve the CONTRACTOR of the responsibility of providing quality control measures to assure that the Work strictly complies with the CONTRACT requirements. No inspection or testing by the TOWN shall be construed as constituting or implying acceptance. Inspection or testing shall not relieve the CONTRACTOR of responsibility for damage to or loss of the material or work in place prior to acceptance, or in any way will affect the continuing rights of the TOWN after acceptance of the completed work.

S

- 1.24. The CONTRACTOR shall take all precautions necessary for the protection of life, health, and general occupational welfare of all persons, including employees of both the CONTRACTOR and the TOWN, until the CONTRACTOR has completed the work required under the CONTRACT as provided within the Scope and Specifications. The CONTRACTOR shall comply at all times with applicable Federal, State, and local laws, provisions, and policies governing safety and health, including 29 CFR 1926, including all subsequent revisions and updates.
- 1.25. Awarding this CONTRACT to CONTRACTOR shall not impose any obligation on the TOWN to utilize the CONTRACTOR, for all work of this type, which may develop during the CONTRACT period. The TOWN specifically reserves the right to concurrently contract with other companies for similar work if it deems such action to be in the TOWN'S best interest.
- 1.26. If this Contract is dependent upon approval of fiscal year funding and in the event that sufficient budgeted funds are not available for a new fiscal period, the TOWN shall notify the CONTRACTOR of such occurrence and the CONTRACT shall terminate on the last day of the current fiscal period without penalty or expense to the TOWN.
- 1.27. In the event that the CONTRACTOR defaults in any of the terms, obligations, restrictions or conditions of the Contract and all attachments, the TOWN shall give written notice to the CONTRACTOR, by certified mail, return receipt requested that action must be taken to correct the default within seven (7) calendar days thereof, and the default must be corrected to the satisfaction of the TOWN within ten (10) calendar days of the notice, unless a longer time is specified by the TOWN. In the event the CONTRACTOR has failed to correct the conditions of default, or the default is not remedied to the satisfaction of the TOWN, the TOWN shall have all legal remedies available to it, including, but not limited to, the termination of the CONTRACT, in which case, the CONTRACTOR shall be liable for all procurement and re-procurement costs, and any and all damages permitted by law arising from the default and breach of the CONTRACT.
- 1.28. Audits: 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 Office of Inspector General of Palm Beach County when requested may be deemed by the municipality to be in 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 of Palm Beach County shall be in violation of Palm Beach 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.
- 1.29. Lobbying: Respondent(s) are advised that the "Palm Beach County Lobbyist Registration Ordinance" prohibits a respondent or anyone representing the respondent from communicating with any Town Council members, Town Council's Staff, or any employee authorized to act on behalf of the Town to award a particular contract regarding its request for Pre-Qualification, i.e., a "Cone of Silence". The "Cone of Silence" is in effect from the date/time of the deadline for submission of the request for Pre-Qualification, and terminates at the time that the Town Council or a Town Department authorized to act

on their behalf, awards or approves a contract, rejects all requests for Pre-Qualifications, or otherwise takes action which ends the solicitation process.

1.30. 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 Contractor acknowledges its legal obligation to comply with § 119.0701, Florida Statutes.

1.30.1. 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 contractor of the request, and the contractor must provide the records to the public agency or allow the records to be inspected or copied within a reasonable time.

1.30.2. If a contractor does not comply with the public agency's request for records, the public agency shall enforce the contract provisions in accordance with the contract.

1.30.3. A contractor who fails to provide the public records to the public agency within a reasonable time may be subject to penalties under s. 119.10.

1.30.4. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 561-741-2316, craigw@jupiter.fl.us, OR 210 MILITARY TRAIL, JUPITER, FL 33458.**

1.31. All notices and invoices to the TOWN shall be sent to the following address:

Town of Jupiter
Attn: Craig Westover
craigw@jupiter.fl.us
3131 Washington St.
Jupiter, FL 33458

1.32. Notice is hereby given that the CONTRACTOR must be familiar with all Federal, State and Local Laws, ordinances, rules, codes and regulations that may affect the work. Ignorance on the part of the CONTRACTOR will in no way relieve him from the responsibility of compliance therewith. The CONTRACTOR and each subcontractor shall comply with the Certification of Non-Segregation Facilities. The CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin. The CONTRACTOR shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading; demotion or transfer; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In the event of the CONTRACTOR'S noncompliance with the nondiscrimination clauses of the CONTRACT, or with any of such rules, regulations, or orders, the CONTRACT may be canceled, terminated, or suspended in whole or in part, without liability to the TOWN.

1.33. Should any part, term or provision of this CONTRACT be declared legally invalid, illegal or in conflict with any law of the State, the validity of the remaining portion or provision shall not be affected thereby. The

portion or provision declared legally invalid, illegal, or in conflict with any laws shall be severed from the CONTRACT.

- 1.34. The laws of the State of Florida shall govern all aspects of this CONTRACT. In the event either party initiates legal action regarding this CONTRACT, venue shall be in the Fifteenth Judicial Circuit in and for Palm Beach County, FL for claims under state law and in the Southern District of Florida for any claims which are justifiable in federal court. TO THE EXTENT ALLOWED BY APPLICABLE LAW, THE PARTIES HEREBY WAIVE THE RIGHT TO TRIAL BY JURY IN CONNECTION WITH ANY LITIGATION OR JUDICIAL PROCEEDING RELATED TO OR CONCERNING, DIRECTLY OR INDIRECTLY, THIS CONTRACT. THIS WAIVER IS INTENDED TO AND DOES ENCOMPASS EACH INSTANCE AND EACH ISSUE AS TO WHICH THE RIGHT TO A JURY TRIAL WOULD OTHERWISE ACCRUE. THIS WAIVER SHALL APPLY TO THE CONTRACT AND ANY FUTURE AMENDMENTS, RENEWALS, SUPPLEMENTS OR MODIFICATIONS HERETO.
- 1.35. For any legal action arising from this CONTRACT, the prevailing party shall be entitled to recover its reasonable attorney's fees and costs, for all pre and post litigation, appeals and time spent determining entitlement to and reasonableness of attorneys' fees and costs.
- 1.36. CONTRACTOR understands that all work to be completed under this CONTRACT shall be completed by the CONTRACTOR. CONTRACTOR shall not subcontract, assign or delegate any portion of the CONTRACTOR'S duties and services to be performed under this CONTRACT without prior written consent of the TOWN.
- 1.37. EMPLOYMENT ELIGIBILITY REQUIREMENTS (E-VERIFY REGISTRATION AND USE)
 - 1.37.1. Provisions for employment eligibility under Section 448.095 F.S. (Florida Statutes) shall apply to all contractors, and subcontractors performing work, providing supplies, or providing services under this Contract.
 - 1.37.2. CONTRACTOR is responsible to review Section 448.095 F.S. in its entirety and ensure that all obligations of the Statute are complied with.
 - 1.37.3. CONTRACTOR 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.
 - 1.37.4. CONTRACTOR shall provide TOWN with any information or documentation necessary for compliance with the E-Verify requirements of Section 448.095 F.S. as requested in writing by TOWN.
 - 1.37.5. Pursuant to Section 448.095, Florida Statutes, 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.
 - 1.37.5.1.1. Contractor must provide evidence of compliance with Section 448.095, Florida Statutes. 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.

1.37.5.2. Failure to comply with this provision is a material breach of the CONTRACT, and shall result in the immediate termination of the CONTRACT it given the final judgment for possession and transfer of the keys 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.

1.38. 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.

1.39. 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.

IN WITNESS WHEREOF, the parties hereto have signed two (2) copies of this Letter Contract. At least one counterpart each has been delivered to TOWN and CONTRACTOR. All portions of the Contract Documents have been signed or identified by OWNER and CONTRACTOR.

TOWN

Town of Jupiter
210 Military Trail
Jupiter, FL 33458

By:

Frank J. Kitzerow, Town Manager

#5913617 v1 26503-00001

CONTRACTOR

Clean Space, Inc.
3764 NW 124th Ave.
Coral Springs, FL 33067

By:

Matt Giunco, CEO

TOWN OF JUPITER
Construction Re-bid of Surficial Aquifer Wells SA-58 and SA-59 (W2517)



DATE	December 17, 2024
TO	Honorable Mayor and Members of Town Council
THRU	Frank Kitzerow, Town Manager
FROM	Amanda Barnes, Utilities Director
SUBJECT	Resolution 133-24: Approving a contract with Florida Design Drilling LLC for an amount of \$1,198,225 and approving a purchase order to JLA Geosciences for an amount of \$99,063, for Construction of Surficial Aquifer Wells SA-58 and SA-59

EXECUTIVE SUMMARY

Resolution 133-24 provides for award of a construction contract to Florida Design Drilling LLC (FDD) of West Palm Beach, Florida in an amount of \$1,198,225, and execution of a deductive change order in an amount of (\$90,101.28), for an adjusted Contract Price of \$1,108,123.72 to drill two (2) surficial aquifer public water supply wells (SA-58 and SA-59). In addition, approval is requested to issue a purchase order to the Town's consulting hydrogeologist, JLA Geosciences, in an amount of \$99,063 for professional services in support of construction of these wells.

Previously, the Town's Water Use Permit issued by South Florida Water Management District was modified to expand the Town's surficial aquifer (SA) wellfield to include Wellfield 4, also referred to as the North Limestone Creek Wellfield, located north of Indiantown Road adjacent to the Island Way Corridor. A location map is provided as Attachment 2. Subsequently, a project was adopted within the Town's Community Investment Program (CIP) to construct six surficial aquifer wells including raw watermain, wellheads, instrumentation, controls and an electrical building containing an emergency generator to support Wellfield 4. Construction of the CIP project has been and continues to be accomplished over a series of phased construction projects including a raw water transmission main from Central Blvd and Jupiter Gardens Boulevard to the south side of Island Way in 2007, construction of wells SA-60 and SA-62 in 2013, and extension of the raw water transmission main along Island Way to the well sites, which is currently underway. The proposed contract with FDD includes construction of two wells located on Town owned property adjacent to Washington Street (SA-58) and on the west side of Island Way (SA-59). Design and permitting of the electrical building and wellheads to support the wells in Wellfield 4 is underway and construction is anticipated to start in 2025, pending regulatory approvals. Drilling and construction of the final two additional wells in Wellfield 4 is planned to occur prior to or concurrently with development of the property west of Island Way, pending development approvals.

The contract to drill wells SA-58 and SA-59 was previously bid in May 2024; however, only one bid was received, a contract was not awarded and plans were made to re-bid the contract at a later date in an attempt to obtain multiple bids. The contract for Construction of Surficial Aquifer Wells SA-58 and SA-59 Re-Bid (W2517) was publicly advertised for competitive bids, and on November 5, 2024, two bids were received and opened publicly. The lowest bid was submitted by FDD for a total bid price of \$1,198,225. The second bid received was a "No Bid" submitted

by All Webbs Enterprises, Inc. A detailed bid tabulation is provided as Attachment 4. JLA Geosciences reviewed FDD's bid, finds it responsive to the bid requirements and evaluated pricing to be consistent with similar recent bids for municipal well construction. JLA's bid review is provided as Attachment 8. FDD is an experienced well driller that has successfully completed numerous well construction projects in South Florida and for the Town of Jupiter on schedule and within budget.

After establishing FDD as the sole, responsive bidder, Town staff was successful in negotiating a proposed deductive change order with FDD to reduce the proposed contract price by (\$90,101.28) from \$1,198,225 to \$1,108,123.72. Cost savings were negotiated for formation water disposal, Town procurement of a stainless steel well screen, and adjustment of bid pricing to more appropriately allocate costs among bid items. FDD has indicated their acceptance of the proposed change order by signature, which is included as Attachment 7. The negotiated and reduced total contract price is less than the total bid price received in May 2024 of \$1,148,875. Rising costs for well construction can be attributed to the continued market trends of increasing costs in the construction industry, specialized nature of well construction including the need for costly drilling equipment, and limited number of well contractors possessing the qualifications and experience to construct large diameter municipal wells.

To support construction of wells SA-58 and SA-59, approval of a purchase order for an amount of \$99,063 to JLA Geosciences (JLA) under their existing Hydrogeology Consulting Services Contract (W1943B) is necessary. JLA's proposal for hydrogeologic consulting services for detailed construction observation and reporting is provided as Attachment 9.

Funding to award the proposed contract for Construction of Surficial Aquifer Wells SA-58 and SA-59 Re-Bid (W2517) to Florida Design Drilling and the purchase order to JLA Geosciences is available in the appropriated North Limestone Creek Wellfield (W0128) CIP budget. A project budget summary is included as Attachment 10. Provided the contract with FDD is approved on December 17, 2024, it is anticipated that drilling will be completed in September, 2025.

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

ANALYSIS

Florida Design Drilling LLC's bid submitted on November 5, 2024 for Construction of Surficial Aquifer Wells SA-58 and SA-59 Re-Bid (W2517) for a total bid price of \$1,198,225 is responsive to the bid requirements and suitable for award. In addition, Change Order No. 1 between the Town of Jupiter and Florida Design Drilling (FDD) can be executed concurrently with the contract to reduce the contract value to \$1,108,123.72. Approval of a purchase order to JLA Geosciences in an amount of \$99,063 under their existing Hydrogeology Consultant Services Contract (W1943B) for construction phase services is necessary to support the project. Sufficient funding to award the Contract to Florida Design Drilling and to issue the purchase order to JLA Geosciences exists in the appropriated CIP project budget, W0128 North Limestone Creek Wellfield.

STRATEGIC PRIORITY

- Fiscal Responsibility
- Safety

ATTACHMENTS

1. Resolution 133-24
2. Project Location Map Exhibit
3. FY23 Adopted CIP Sheet for N Limestone Creek Wellfield
4. W2517 Detailed Bid Tabulation
5. Florida Design Drilling LLC Bid Proposal for W2517
6. Agreement (Contract) between FDD and Town for W2517
7. W2517 Proposed Change Order No. 1
8. W2517 Hydrogeologist's Bid Review
9. JLA Proposal for Wells SA-58 and SA-59 Construction Phase Services
10. Project Budget Surficial Aquifer Wells SA-58 and SA-59 (W2517)

FUNDING SOURCE

Approved in Budget	\$7,662,629.07	Sources: North Limestone Creek Wellfield, CIP Acct. 40151033-563402-W0128
Additional Funding Requested	\$ N/A	Sources:

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

RESOLUTION NO. 133-24

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF JUPITER, FLORIDA, AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE A CONTRACT FOR CONSTRUCTION OF SURFICIAL AQUIFER WELLS SA-58 AND SA-59 RE-BID (W2517) WITH FLORIDA DESIGN DRILLING LLC

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 of Jupiter has prepared and competitively bid a contract which sets forth the scope of work and responsibilities for construction of Surficial Aquifer Wells SA-58 and SA-59; and

WHEREAS, the lowest responsive bid received by the Town for the Construction of Surficial Aquifer Wells SA-58 and SA-59 Re-bid (W2517) contract was submitted by Florida Design Drilling LLC of West Palm Beach, Florida on November 5th, 2024 for a total amount of \$1,198,225; and

WHEREAS, Florida Design Drilling's bid submitted on November 5th, 2024 for the proposed contract for Construction of Surficial Aquifer Wells SA-58 and SA-59 Re-bid (W2517) was reviewed and found to be responsive to the bid requirements and suitable for award of the construction contract; and,

WHEREAS, the Town and Florida Design Drilling have negotiated a deductive

change order in the amount of (\$90,101.28) to be executed concurrently with the proposed Construction of Surficial Aquifer Wells SA-58 and SA-59 Re-bid (W2517) contract; and

WHEREAS, appropriated funding in the Town of Jupiter's adopted FY2025 Community Investment Program (CIP), specifically project budget for the North Limestone Creek Wellfield (W0128), is sufficient to fully fund the proposed contract with Florida Design Drilling for Construction of Surficial Aquifer Wells SA-58 and SA-59 Re-bid (W2517).

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

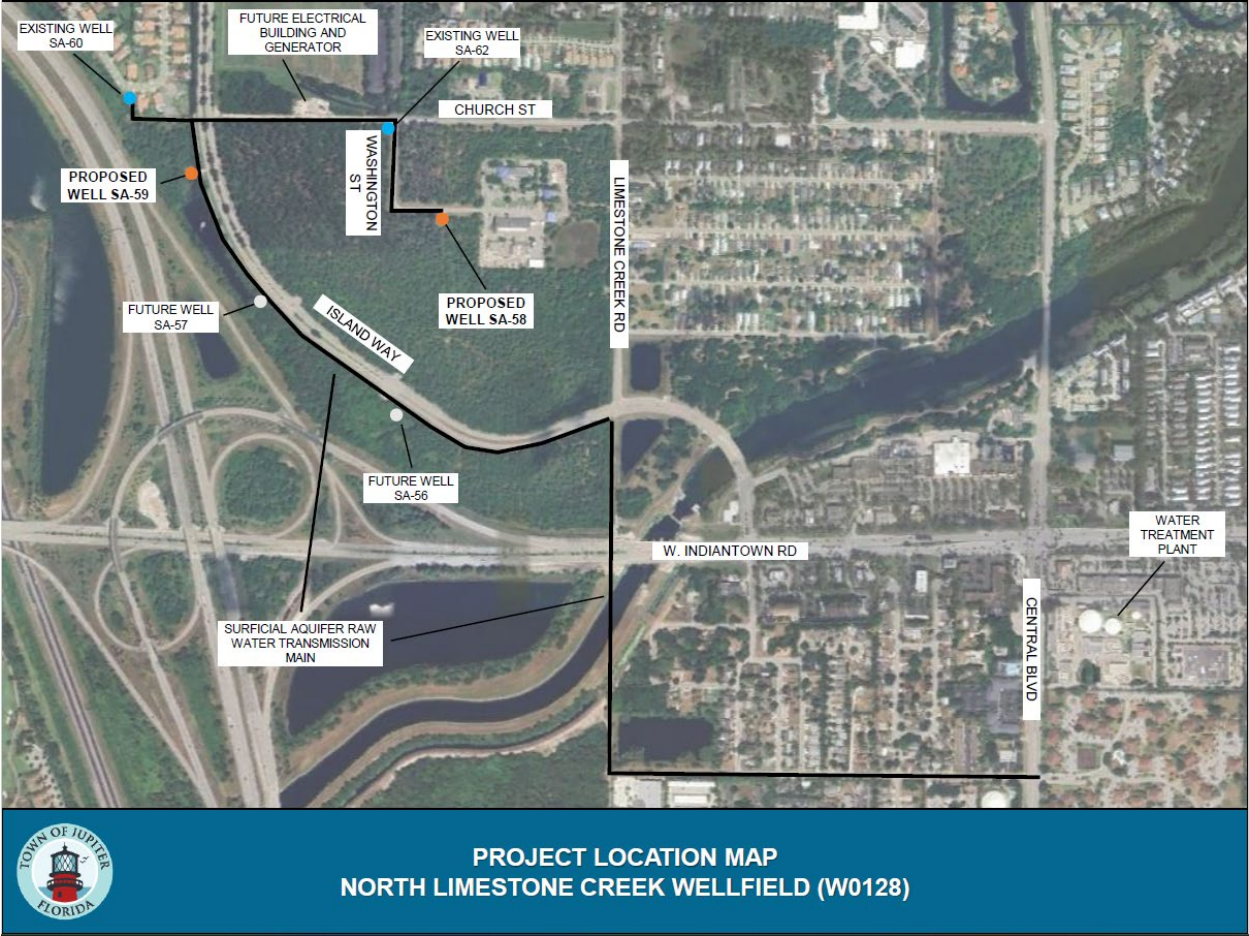
Section 1. The Contract between the Town of Jupiter and Florida Design Drilling LLC is hereby accepted.

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, Florida Design Drilling LLC shall be responsible for carrying out all responsibilities which have been established therein.

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

12/17/2024



TOWN OF JUPITER
COMMUNITY INVESTMENT PROGRAM
2023 - 2027

Strategic Priority : Fiscal Responsibility & Safety	Department : Utilities
	Project No. : W0128
Project Name : North Limestone Creek Wellfield	Year(s) : 2026
	Projected In-Service Date : 2027

Project Description : This project supports construction of six surficial aquifer (SA) wells including raw watermain, wellheads, instrumentation/controls, and an electrical/emergency generator building for the wellfield located north of Indiantown Road, adjacent to the Island Way corridor. Two wells were drilled in 2013, two wells are under design for drilling this year, and the remaining two wells are scheduled for 2026. The raw water transmission main from Island Way to Central Blvd was constructed in 2007. Design of the the raw water transmission main along Island Way and to each wellsite is nearing completion. Design of the electrical building and the four wellheads is underway.

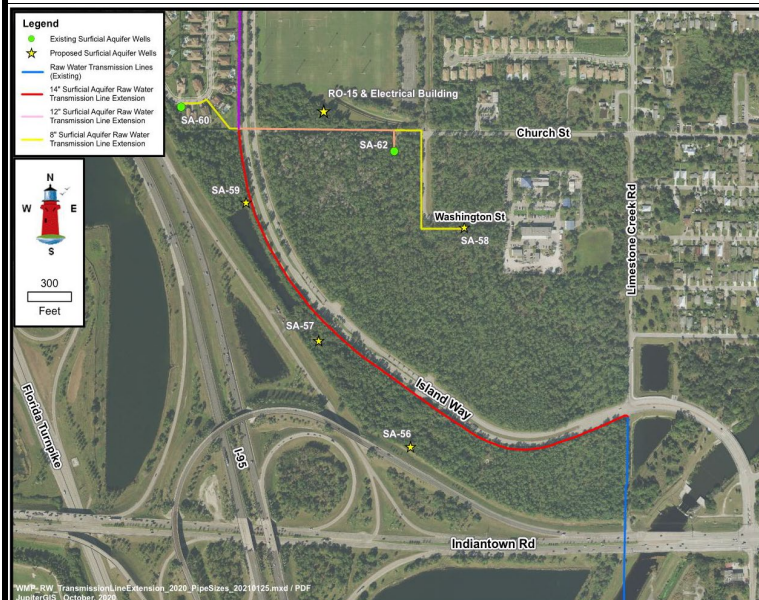
Link to Strategic Plan :

This project supports the Town's Strategic Plan of Fiscal Responsibility and Safety by providing water supply capacity necessary to satisfy customer demands for safe and reliable drinking water which meets all regulatory standards.

Need, Justification, Benefits :

Ability to supply adequate quantity and quality of raw water to the nanofiltration plant. Town continues to spread out its withdrawal impacts on the Surficial Aquifer to further the sustainability of the resource. Need for redundancy in raw water production facilities per FDEP regulations and need for emergency power provisions for water plant facilities per FDEP regulations.

Location & Area Map



Project Photo



Comments :

Four of the wells provided by this project will be placed into service in 2024 with completion of the wellheads and electrical/emergency generator building. The final two wells are located within easements on a future development site along the Island Way corridor. Construction of the last two wells is recommended to occur prior to, or concurrent with, overall site development.

TOWN OF JUPITER
COMMUNITY INVESTMENT PROGRAM
FINANCIAL INFORMATION
2023 - 2027

Project Name :	North Limestone Creek Wellfield	Project No.	W0128
Strategic Priority :	Fiscal Responsibility & Safety		
Department :	Utilities		

Project Budget :	Prior to 2023	2023	2024	2025	2026	2027	After 2027	Total
Land acquisition	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Planning / Design	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Engineering	\$888,700	\$0	\$0	\$0	\$230,000	\$0	\$0	\$1,118,700
Construction	\$9,870,737	\$0	\$0	\$0	\$1,730,000	\$0	\$0	\$11,600,737
Equipment	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Other	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Budget	\$10,759,437	\$0	\$0	\$0	\$1,960,000	\$0	\$0	\$12,719,437

Funding Sources :	Prior to 2023	2023	2024	2025	2026	2027	After 2027	Total
General revenues	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Impact fees	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Grant revenues	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Stormwater	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Water R & R funds	\$10,759,437	\$0	\$0	\$0	\$1,960,000	\$0	\$0	\$12,719,437
Total Revenues	\$10,759,437	\$0	\$0	\$0	\$1,960,000	\$0	\$0	\$12,719,437

Operating :	Prior to 2022	2022	2023	2024	2025	2026	After 2026	Total
Personnel	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Operating	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Capital	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Other	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Operating	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0

PREVIOUS YEARS FINANCIAL ACTIVITY

Previous Years	Prior to FY2018	FY 2018	FY 2019	FY 2020	FY 2021	FY 2022	Total
Amount Budgeted	\$6,225,317	\$0	\$0	\$0	\$0	\$4,534,120	\$10,759,437
Amount Expended	\$1,530,109	\$10,632	\$3,870	\$0	\$121,069	\$48,099	\$1,713,779
Balance							\$9,045,658



Town of Jupiter Utilities
CONSTRUCTION OF SURFICIAL AQUIFER WELLS SA-58 & SA-59 RE-BID (W2517)

November 5, 2024 2:00pm Bid Opening

VENDOR				FLORIDA DESIGN DRILLING LLC		ALL WEBBS ENTERPRISES INC. NO BID	
ITEM	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	EXTENDED VALUE	UNIT PRICE	EXTENDED VALUE
A. GENERAL BID ITEMS							
1	Consideration for Indemnification	1	LS	\$100.00	\$100.00		\$0.00
2	Bonds and Insurance	1	LS	\$23,750.00	\$23,750.00		\$0.00
3	General Conditions / Contract Administration	1	LS	\$4,500.00	\$4,500.00		\$0.00
4	Undefined Conditions Allowance	1	AL	\$100,000.00	\$100,000.00		\$0.00
5	Mobilization / Demobilization – Well 58	1	LS	\$20,000.00	\$20,000.00		\$0.00
6	Mobilization/Demobilization – Well 59	1	LS	\$20,000.00	\$20,000.00		\$0.00
7	Wells 58 and 59 Pre-Construction and Post-Construction Videos	1	LS	\$7,000.00	\$7,000.00		\$0.00
B. SITE WORK ITEMS							
8	Formation Water Disposal for Well 58	1	LS	\$50,000.00	\$50,000.00		\$0.00
9	Formation Water Disposal for Well 59	1	LS	\$50,000.00	\$50,000.00		\$0.00
10	Site Restoration of Well 58 Site	1	LS	\$5,000.00	\$5,000.00		\$0.00
11	Site Restoration of Well 59 Site	1	LS	\$5,000.00	\$5,000.00		\$0.00
12	Final Temporary Wellhead	2	EA	\$10,000.00	\$20,000.00		\$0.00
C. WELL CONSTRUCTION ITEMS (COMMON)							
13	Drill 6-Inch Pilot Holes	400	LF	\$50.00	\$20,000.00		\$0.00
14	Geophysical Logging for Pilot Holes	2	EA	\$15,000.00	\$30,000.00		\$0.00
15	Plug and Abandon Pilot Holes	2	EA	\$20,000.00	\$40,000.00		\$0.00
16	Furnish, Install and Grout 30-Inch Diameter Surface Casing	100	LF	\$3,000.00	\$300,000.00		\$0.00
17	Drill Nominal 28-Inch Diameter Borehole to 100 Feet	100	LF	\$200.00	\$20,000.00		\$0.00
18	Furnish and Install 20-Inch Diameter Schedule 40 PVC Casing to Approximately 100 Feet	200	LF	\$175.00	\$35,000.00		\$0.00
19	Cement Grout 20-Inch Diameter PVC Casing In Place	500	SACKS	\$25.00	\$12,500.00		\$0.00
20	Drill Nominal 12-Inch Diameter Borehole to 140 Feet	80	LF	\$150.00	\$12,000.00		\$0.00
D. OPEN HOLE WITH LINER WELL CONSTRUCTION ITEMS							
21	Ream 12-Inch Borehole to 18-Inches to 120 Feet	20	LF	\$10.00	\$200.00		\$0.00
22	Install Gravel Plug to 120 Feet	45	CF	\$5.00	\$225.00		\$0.00
23	Install 40 Feet of 12-Inch Diameter Schedule 40 PVC Liner Casing	40	LF	\$10.00	\$400.00		\$0.00
24	Cement Grout 12-Inch Diameter Liner Casing in Place	200	SACKS	\$7.50	\$1,500.00		\$0.00
25	Remove Gravel Backfill from Borehole to 140 Feet	20	LF	\$10.00	\$200.00		\$0.00
E. SCREENED WELL CONSTRUCTION ITEMS							
26	Drill 18-Inch Borehole to 140 Feet	40	LF	\$10.00	\$400.00		\$0.00
27	Furnish and Install 12-Inch Diameter 316 Stainless Steel Screen from 100 to 140 Feet	40	LF	\$20.00	\$800.00		\$0.00
28	Furnish and Install 12-Inch Diameter Schedule 40 PVC Riser Casing	100	LF	\$10.00	\$1,000.00		\$0.00
29	Furnish and Install Gravel Pack	90	CF	\$5.00	\$450.00		\$0.00
F. WELL DEVELOPMENT AND TESTING (COMMON)							
30	Direct Airlift Development	400	HR	\$225.00	\$90,000.00		\$0.00
31	Pump Development	400	HR	\$400.00	\$160,000.00		\$0.00
32	Jetting with Simultaneous Airlift Well Development	200	HR	\$125.00	\$25,000.00		\$0.00
33	Step Rate Test	20	HR	\$600.00	\$12,000.00		\$0.00
34	Downhole Video Logging	2	EA	\$15,000.00	\$30,000.00		\$0.00



Town of Jupiter Utilities
CONSTRUCTION OF SURFICIAL AQUIFER WELLS SA-58 & SA-59 RE-BID (W2517)
November 5, 2024 2:00pm Bid Opening

VENDOR				FLORIDA DESIGN DRILLING LLC		ALL WEBBS ENTERPRISES INC. NO BID	
ITEM	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	EXTENDED VALUE	UNIT PRICE	EXTENDED VALUE
35	Well Disinfection and Water Quality Sampling Setup	2	EA	\$25,000.00	\$50,000.00		\$0.00
36	Bacteriological Sampling and Testing	2	EA	\$25,000.00	\$50,000.00		\$0.00
G. ADDITIONAL WORK ITEMS							
37	Extra Work by Drilling Crew with Drilling Equipment	40	HR	\$15.00	\$600.00		\$0.00
38	Extra Work by Drilling Crew without Drilling Equipment	40	HR	\$10.00	\$400.00		\$0.00
39	Extra Work by Drilling Crew with Only Foreman and One Crew Member	40	HR	\$5.00	\$200.00		\$0.00
Bid Total (Item Nos. 1-39) =					\$1,198,225.00	NO BID	

BID PROPOSAL

Bidding Company Name: Florida Design Drilling LLC

Town of Jupiter Utilities
210 Military Trail
Jupiter, FL 33458

Gentlemen:

The undersigned, as Bidder, hereby declares that the only Persons, company, or parties interested in the Proposal or the Contract to be entered into, as principals, are named herein; and that this Proposal is made without connection with any other person, company, or parties making a Bid or Proposal; and that it is in all respects fair and in good faith without collusion or fraud.

That the Bidder has carefully and to his full satisfaction examined the attached Instructions to Bidders, General Conditions, Supplementary Conditions, detailed Specifications, and Form of Contract and Bond, together with the accompanying plans, and that he has read all addenda issued prior to the opening of Bids; and that he has fully examined the site and the project documents and hereby agrees to furnish, unless otherwise provided, all implements, machinery, equipment, transportation, tools, materials, supplies, labor and other things necessary to the prosecution and completion of the work, to wit:

Furnish all labor, tools, equipment, and materials necessary to construct two (2) Surficial Aquifer production wells (58 and 59) each anticipated to be 140' deep with the top 100' being 20" PVC casing and bottom 40' being either 12" open hole, open hole with liner or 12" stainless steel screen. Work shall include but not necessarily be limited to well construction permitting, drill site preparation, setup and maintenance of formation water disposal systems (including temporary piping and pumps), drilling wells including pilot holes, logging, installation of 30" steel surface and 20" PVC well casings, grouting, flow testing, geophysical and video logging, well development, step rate pump testing, well facility disinfection, well site restoration and all other incidentals as outlined in the Bid Documents and all related appurtenances necessary to complete the work based on the intent of the Bid Documents.

It is proposed that the project herein described shall be constructed for the Unit Prices as follows on the Bid Schedule of Values, all in accordance with the requirements and provisions of the Contract Documents.

THIS SPACE INTENTIONALLY LEFT BLANK
PROCEED TO NEXT PAGE

BIDDING COMPANY NAME: _____

**BID SCHEDULE OF VALUES
(REVISED BY ADDENDUM 1)**

CONSTRUCTION OF SURFICIAL AQUIFER WELLS SA-58 & SA-59 RE-BID (W2517)

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	EXTENDED VALUE
A. GENERAL BID ITEMS					
1	Consideration for Indemnification	1	LS	\$ <u>100.00</u>	\$ <u>100.00</u>
2	Bonds and Insurance (not to exceed 2% of the construction bid items)	1	LS	\$ <u>23,750</u>	\$ <u>23,750</u>
3	General Conditions / Contract Administration (not to exceed 1% of the construction bid items)	1	LS	\$ <u>4,500</u>	\$ <u>4,500</u>
4	Undefined Conditions Allowance	1	AL	\$ <u>100,000.00</u>	\$ <u>100,000.00</u>
5	Mobilization / Demobilization – Well 58 (Not to Exceed 5% of the Total Bid Price construction bid items)	1	LS	\$ <u>20,000</u>	\$ <u>20,000</u>
6	Mobilization/Demobilization – Well 59 (Not to Exceed 5% of the Total Bid Price construction bid items)	1	LS	\$ <u>20,000</u>	\$ <u>20,000</u>
7	Wells 58 and 59 Pre-Construction and Post-Construction Videos	1	LS	\$ <u>7,000</u>	\$ <u>7,000</u>
B. SITE WORK ITEMS					
8	Formation Water Disposal for Well 58	1	LS	\$ <u>50,000</u>	\$ <u>50,000</u>
9	Formation Water Disposal for Well 59	1	LS	\$ <u>50,000</u>	\$ <u>50,000</u>
10	Site Restoration of Well 58 Site	1	LS	\$ <u>5,000</u>	\$ <u>5,000</u>
11	Site Restoration of Well 59 Site	1	LS	\$ <u>5,000</u>	\$ <u>5,000</u>
12	Final Temporary Wellhead	2	EA	\$ <u>10,000</u>	\$ <u>10,000</u> \$20,000
C. WELL CONSTRUCTION ITEMS (COMMON)					
13	Drill 6-Inch Pilot Holes	400	LF	\$ <u>50</u>	\$ <u>20,000</u>
14	Geophysical Logging for Pilot Holes	2	EA	\$ <u>15,000</u>	\$ <u>30,000</u>

**BID SCHEDULE OF VALUES
(REVISED BY ADDENDUM 1)**

CONSTRUCTION OF SURFICIAL AQUIFER WELLS SA-58 & SA-59 RE-BID (W2517)

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	EXTENDED VALUE
15	Plug and Abandon Pilot Holes	2	EA	\$ 20,000	\$ 40,000
16	Furnish, Install and Grout 30-Inch Diameter Surface Casing	100	LF	\$ 3,000	\$ 300,000
17	Drill Nominal 28-Inch Diameter Borehole to 100 Feet	100	LF	\$ 200	\$ 20,000
18	Furnish and Install 20-Inch Diameter Schedule 40 PVC Casing to Approximately 100 Feet	200	LF	\$ 175	\$ 35,000
19	Cement Grout 20-Inch Diameter PVC Casing In Place	500	SACKS	\$ 25	\$ 12,500
20	Drill Nominal 12-Inch Diameter Borehole to 140 Feet	80	LF	\$ 150	\$ 12,000

D. OPEN HOLE WITH LINER WELL CONSTRUCTION ITEMS

21	Ream 12-Inch Borehole to 18-Inches to 120 Feet	20	LF	\$ 10	\$ 200
22	Install Gravel Plug to 120 Feet	45	CF	\$ 5	\$ 225
23	Install 40 Feet of 12-Inch Diameter Schedule 40 PVC Liner Casing	40	LF	\$ 10	\$ 400
24	Cement Grout 12-Inch Diameter Liner Casing in Place	200	SACKS	\$ 7.50	\$ 1,500
25	Remove Gravel Backfill from Borehole to 140 Feet	20	LF	\$ 10	\$ 200

E. SCREENED WELL CONSTRUCTION ITEMS

26	Drill 18-Inch Borehole to 140 Feet	40	LF	\$ 10	\$ 400
27	Furnish and Install 12-Inch Diameter 316 Stainless Steel Screen from 100 to 140 Feet	40	LF	\$ 20	\$ 800
28	Furnish and Install 12-Inch Diameter Schedule 40 PVC Riser Casing	100	LF	\$ 10	\$ 1,000
29	Furnish and Install Gravel Pack	90	CF	\$ 5	\$ 450

**BID SCHEDULE OF VALUES
(REVISED BY ADDENDUM 1)**

CONSTRUCTION OF SURFICIAL AQUIFER WELLS SA-58 & SA-59 RE-BID (W2517)

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	EXTENDED VALUE
F. WELL DEVELOPMENT AND TESTING (COMMON)					
30	Direct Airlift Development	400	HR	\$ <u>225</u>	\$ <u>90,000</u>
31	Pump Development	400	HR	\$ <u>400</u>	\$ <u>160,000</u>
32	Jetting with Simultaneous Airlift Well Development	200	HR	\$ <u>125</u>	\$ <u>25,000</u>
33	Step Rate Test	20	HR	\$ <u>600</u>	\$ <u>12,000</u>
34	Downhole Video Logging	2	EA	\$ <u>15,000</u>	\$ <u>30,000</u>
35	Well Disinfection and Water Quality Sampling Setup	2	EA	\$ <u>25,000</u>	\$ <u>50,000</u>
36	Bacteriological Sampling and Testing	2	EA	\$ <u>25,000</u>	\$ <u>50,000</u>
G. ADDITIONAL WORK ITEMS					
37	Extra Work by Drilling Crew with Drilling Equipment	40	HR	\$ <u>15</u>	\$ <u>600</u>
38	Extra Work by Drilling Crew without Drilling Equipment	40	HR	\$ <u>10</u>	\$ <u>400</u>
39	Extra Work by Drilling Crew with Only Foreman and One Crew Member	40	HR	\$ <u>5</u>	\$ <u>200</u>

Total Bid Price: (Item Nos. 1 - 39) = \$ 1,198,125 \$1,198,225.00

* Refer to Section 01025 Measurement and Payment of the technical specifications for additional detail for all Pay Items.

Total Bid Price (Item Nos. 1 - 39) in Words: One Million One Hundred Ninety-Eight Thousand One Hundred Twenty-Five Dollars and Zero Cents

Note: The Bid Schedule of Values is based on an estimate of one screened well and one open hole with liner well. Actual type of well construction used will be determined by Owner and Owner's Consultant during pilot hole drilling. Any well may be constructed in any scenario presented above.

**This page should be clearly marked with a tab for easy identification during the bid opening process.*

From: [Brandon Holst](#)
To: [Haley Johnson](#)
Cc: [Rebecca Wilder](#); [Allyson Felsburg](#); [Jon Friedrichs](#); [Brittany George](#)
Subject: Re: Bid Discrepancy for Construction of Surficial Aquifer Wells SA-58 and SA-59 Re-Bid (W2517)
Date: Wednesday, November 6, 2024 12:28:16 PM
Attachments: [image001.png](#)
[image002.png](#)
[image003.png](#)
[image004.png](#)

Yes, that's it.

With Kindest Regards,

BRANDON HOLST

Vice President



7733 Hooper Road
West Palm Beach, FL 33411

Direct Line: 561-568-1231
Brandon@FLDrilling.com
www.FLDrilling.com

On Wed, Nov 6, 2024 at 11:59 AM Haley Johnson <HaleyJ@jupiter.fl.us> wrote:

Hi Brandon,

We are calculating the Total Bid Price based on the sum of Extended Values (Items 1-39) to be \$1,198,225.00. Perhaps you are missing the \$100 for Indemnification (Item 1) in your calculation? Please confirm.

Thank you,



Haley Johnson

Special Projects Coordinator, Utilities

Phone 561-741-2469

Email haleyj@jupiter.fl.us

Web www.jupiter.fl.us

17403 Central Blvd, Jupiter, Florida 33458



From: Brandon Holst <brandon@fldrilling.com>
Sent: Tuesday, November 5, 2024 4:22 PM
To: Haley Johnson <HaleyJ@jupiter.fl.us>
Cc: Rebecca Wilder <RebeccaW@jupiter.fl.us>; Allyson Felsburg <AllysonF@jupiter.fl.us>; Jon Friedrichs <JFriedrichs@jlageosciences.com>; Brittany George <BrittanyG@jupiter.fl.us>
Subject: Re: Bid Discrepancy for Construction of Surficial Aquifer Wells SA-58 and SA-59 Re-Bid (W2517)

Hi Haley,

Receipt Acknowledged. I believe the total bid price should be the same. Line item 12 just wasn't extended correctly.

With Kindest Regards,

BRANDON HOLST

Vice President



7733 Hooper Road
West Palm Beach, FL 33411

Direct Line: 561-568-1231
Brandon@FLDrilling.com
www.FLDrilling.com

On Tue, Nov 5, 2024 at 3:57 PM Haley Johnson <HaleyJ@jupiter.fl.us> wrote:

Good afternoon,

Thank you for Florida Design Drilling's response to the Town of Jupiter Utilities' Invitation to Bid for Construction of Surficial Aquifer Wells SA-58 and SA-59 Re-Bid (W2517) today. Your bid is currently under evaluation; however, a preliminary review of your bid schedule of values identified a discrepancy with the amount provided for the Extended Value on Bid Item 12 as well as the Total Bid Price. The attached Corrected Bid Form reflects the corrected values.

Please acknowledge receipt of this notice and let us know if you have questions. In accordance with the Cone of Silence, all communication must occur in writing.

We thank you for your interest in this contract and look forward to hearing from you.

Thank you,



Haley Johnson

Special Projects Coordinator, Utilities

Phone 561-741-2469

Email haleyj@jupiter.fl.us

Web www.jupiter.fl.us

17403 Central Blvd, Jupiter, Florida 33458



PLEASE NOTE: Florida has a very broad public records law. Most written communications to or from the Town of Jupiter officials and employees regarding public business are public records available to the public and media upon request. Your e-mail communications may be subject to public disclosure. Under Florida law, e-mail addresses

LIST OF SUBCONTRACTORS/SUPPLIERS

Bidder shall list below information regarding subcontractors and suppliers, who will perform work or labor or render service, or supply materials to the prime contractor in or about the construction of the Work, or improvement, or subcontractors licensed by the State who, under subcontract to the prime contractor, specially fabricates and installs a portion of the Work or improvement according to the plans and specifications, in an amount in excess of two percent (2%) of the prime contractor's Total Bid Price. Failure to comply with this requirement may render the Bid non-responsive and may cause its rejection.

Work to be Performed	Subcontractor License Number	Percent of Total Contract	Subcontractor/Supplier Name & Address
Geotechnical Testing Company for Vibration Monitoring		<1%	Seismic Surveys, LLC 2 Harvard Circle Suite 450 West Palm Beach, FL 33409
Geophysical Logging			Self-Performed
Video Logging			Self-Performed
Lab for Bacteriological Testing	E86006	<1%	Florida Spectrum Environmental Services 1460 West McNabb Road Fort Lauderdale, FL 33309

Note: Provide licenses, certifications, experience, and qualification forms for those subcontractors listed above. Attach additional pages as needed.

QUALIFICATION REQUIREMENTS

(Complete these pages entirely and include with Sealed Bid. Attach copies of applicable Licenses)

THE UNDERSIGNED GUARANTEES THE TRUTH AND ACCURACY OF ALL STATEMENTS AND ANSWERS HEREIN CONTAINED:

- A. Any information for which OWNER cannot corroborate is grounds for rejection of Bid. (Use additional sheets as needed to provide the required information.)
- B. The individual who holds the State of Florida Water Well Contractor's License for the firm awarded the Work for this Contract shall be active in the management and ownership of the firm and shall be available to provide expertise on the project during the course of the project, for the complete duration of the project, as needed. Provide the name of the individual who holds the State of Florida Water Well Contractor license and license number:

Daniel Ringdahl, 11148 Brandon Holst, 11145

1. State the numbers of years your organization has been doing business in the State of Florida:

19

2. State the number of years your organization has been doing business as a licensed Water Well Contractor in the State of Florida:

19

3. We typically perform 95 % of the work with our own forces. List trades below for which your organization is qualified to self-perform on this project:

General Contractor

Well Drilling

4. List portions of the Work for which Bidder is unable or not equipped to self-perform and therefore will sub-contract under this Contract:

Vibration Monitoring

Water Quality Sampling and Testing

5. Has Bidder ever failed to complete awarded work? No
If so, state where, when and why:

QUALIFICATION REQUIREMENTS (CONTINUED)

6. State the location of the office from which this contract will be managed.

7733 Hooper Road

West Palm Beach, FL 33411

7. State the number of employees available to complete the work contemplated by this contract.

Typical 3-4 man crew, over 90 employees total

8. Provide the name and experience of the Project Manager who will be assigned to this contract, if awarded. Include number of years in this position and with this company. If less than 3 years with this company provide name and contact information for previous employer. (Attach additional pages as necessary).

Brandon Holst

8 years in this position with this company

9. Provide name and experience of the Project Superintendent who will be assigned to this contract, if awarded. Include number of years in this position and with this company. If less than 3 years with this company provide name and contact information for previous employer. (Attach additional pages as necessary).

Lou Goldberg

16 years in this position with this company

10. List equipment owned by Contractor to complete the Work identified for this contract.

Please see attached list of equipment

11. List equipment to be rented by Contractor to complete the Work of this contract.

No major equipment rentals expected with the scope of work.

QUALIFICATION REQUIREMENTS (CONTINUED)

12. Only Bidders and Subcontractor(s) who are deemed qualified by Owner, at Owner's sole discretion, will be considered for contract award. Failure to provide previous experience and qualification information requested by the Bidding Documents with the Bidder's Sealed Bid, or if the Owner cannot corroborate the previous experience and qualification information submitted by Bidder in Bidder's Sealed Bid, may result in Bid disqualification.

NOTE:

Bidder shall complete and submit with the Sealed Bid the following Bidder Qualification forms for the Prime Contractor and all Major Subcontractors (each whose value of work to be performed is greater than 2% of the Prime Contractor's Total Bid). All information requested on the forms shall be provided in sufficient detail for Owner to perform a comprehensive review of the Bid. For Major Subcontractors, provide previous experience and qualifications for at least five (5) projects completed over the past five (5) years.

NOTE:

Bidders may provide additional information to assist Owner in evaluating previous experience and qualifications. Copy the forms and attach additional pages as needed.

NOTE: In order to be deemed acceptable for the purpose of determining Bidder Qualification, similar projects shall be listed on the following forms and have all information completed (blanks correctly filled in) including contact names and telephone numbers of both the Owner and Engineer.

13. BIDDER shall demonstrate the ability to complete projects on time within the contract completion dates. List ALL projects completed within the last three years that were not completed on schedule and for which liquidated damages (LD) were not incurred. Attach additional pages as needed:

PROJECT NAME: None

OWNER NAME/CONTACT INFO: _____

CONTRACT COMPLETION DATE: _____

ACTUAL COMPLETION DATE: _____

14. List ALL projects within the past five years (started, underway, or completed) in which liquidated damages (LD) are accumulating or were incurred, either directly or indirectly. Attach additional pages as needed:

PROJECT/OWNER: C38 ASR Test Wells - South Florida Water Management District

TOTAL LD AMOUNT ASSESSED: C38S \$337,000 / C38N \$280,000

REASON FOR LDs: Did not meet substantial completion date

QUALIFICATION REQUIREMENTS (CONTINUED)

15. List ALL projects within the past five years (underway or completed) in which adverse litigation, including but not limited to mediation, involving the Owner of the project, occurred, either directly or indirectly with the Bidder or his/her subcontractors. Attach additional pages as needed:

PROJECT: None

OWNER: _____

TYPE OF
LITIGATION: _____

REASON FOR LITIGATION: _____

16. A copy of Bidder's most recent audited financial statement may be requested as additional information after bids are received during the bid evaluation process.

THIS SPACE WAS INTENTIONALLY LEFT BLANK
PROCEED TO NEXT PAGE

QUALIFICATION REQUIREMENTS (CONTINUED)

We Florida Design Drilling LLC certify that we were the Prime Contractor or a
Name of Prime Contractor or Sub-contractor
Subcontractor for the following Contracts, which included construction of municipal or equal surficial aquifer water supply wells:

(1) NAME & LOCATION OF PROJECT: Please see attached project references

CHECK ONE OF THE FOLLOWING OPTIONS, BIDDER WAS: [] PRIME CONTRACTOR [] SUBCONTRACTOR

YEAR OF PROJECT: _____

DESCRIPTION OF SCOPE OF WORK: _____

TYPE OF WELL (DETAILS): _____

CONTRACT VALUE: _____

TOTAL VALUE OF CHANGE ORDERS: _____

REASON FOR CHANGE ORDERS: _____

CONTRACT START AND COMPLETION DATES: _____

WAS PROJECT COMPLETED ON TIME (IF NOT EXPLAIN THE DELAYS): _____

OWNER OF PROJECT:

OWNER CONTACT NAME, PHONE NUMBER, EMAIL ADDRESS: _____

HYDROGEOLOGIST/ENGINEERING FIRM (DURING CONSTRUCTION):

HYDROGEOLOGIST/ENGINEER CONTACT NAME, PHONE NUMBER, AND ADDRESS:

QUALIFICATION REQUIREMENTS (CONTINUED)

(2) NAME & LOCATION OF PROJECT: _____

CHECK ONE OF THE FOLLOWING OPTIONS, BIDDER WAS: ☐ PRIME CONTRACTOR ☐ SUBCONTRACTOR

YEAR OF PROJECT: _____

DESCRIPTION OF SCOPE OF WORK: _____

TYPE OF WELL (DETAILS): _____

CONTRACT VALUE: _____

TOTAL VALUE OF CHANGE ORDERS: _____

REASON FOR CHANGE ORDERS: _____

CONTRACT START AND COMPLETION DATES: _____

WAS PROJECT COMPLETED ON TIME (IF NOT EXPLAIN THE DELAYS): _____

OWNER OF PROJECT:

OWNER CONTACT NAME, PHONE NUMBER, EMAIL ADDRESS: _____

HYDROGEOLOGIST/ENGINEERING FIRM (DURING CONSTRUCTION):

HYDROGEOLOGIST/ENGINEER CONTACT NAME, PHONE NUMBER, AND ADDRESS:

QUALIFICATION REQUIREMENTS (CONTINUED)

(3) NAME & LOCATION OF PROJECT: _____

CHECK ONE OF THE FOLLOWING OPTIONS, BIDDER WAS: ☐ PRIME CONTRACTOR ☐ SUBCONTRACTOR

YEAR OF PROJECT: _____

DESCRIPTION OF SCOPE OF WORK: _____

TYPE OF WELL (DETAILS): _____

CONTRACT VALUE: _____

TOTAL VALUE OF CHANGE ORDERS: _____

REASON FOR CHANGE ORDERS: _____

CONTRACT START AND COMPLETION DATES: _____

WAS PROJECT COMPLETED ON TIME (IF NOT EXPLAIN THE DELAYS): _____

OWNER OF PROJECT:

OWNER CONTACT NAME, PHONE NUMBER, EMAIL ADDRESS: _____

HYDROGEOLOGIST/ENGINEERING FIRM (DURING CONSTRUCTION):

HYDROGEOLOGIST/ENGINEER CONTACT NAME, PHONE NUMBER, AND ADDRESS:

QUALIFICATION REQUIREMENTS (CONTINUED)

(4) NAME & LOCATION OF PROJECT: _____

CHECK ONE OF THE FOLLOWING OPTIONS, BIDDER WAS: ☐ PRIME CONTRACTOR ☐ SUBCONTRACTOR

YEAR OF PROJECT: _____

DESCRIPTION OF SCOPE OF WORK: _____

TYPE OF WELL (DETAILS): _____

CONTRACT VALUE: _____

TOTAL VALUE OF CHANGE ORDERS: _____

REASON FOR CHANGE ORDERS: _____

CONTRACT START AND COMPLETION DATES: _____

WAS PROJECT COMPLETED ON TIME (IF NOT EXPLAIN THE DELAYS): _____

OWNER OF PROJECT:

OWNER CONTACT NAME, PHONE NUMBER, EMAIL ADDRESS: _____

HYDROGEOLOGIST/ENGINEERING FIRM (DURING CONSTRUCTION):

HYDROGEOLOGIST/ENGINEER CONTACT NAME, PHONE NUMBER, AND ADDRESS:

QUALIFICATION REQUIREMENTS (CONTINUED)

(5) NAME & LOCATION OF PROJECT: _____

CHECK ONE OF THE FOLLOWING OPTIONS, BIDDER WAS: [] PRIME CONTRACTOR [] SUBCONTRACTOR

YEAR OF PROJECT: _____

DESCRIPTION OF SCOPE OF WORK: _____

TYPE OF WELL (DETAILS): _____

CONTRACT VALUE: _____

TOTAL VALUE OF CHANGE ORDERS: _____

REASON FOR CHANGE ORDERS: _____

CONTRACT START AND COMPLETION DATES: _____

WAS PROJECT COMPLETED ON TIME (IF NOT EXPLAIN THE DELAYS): _____

OWNER OF PROJECT:

OWNER CONTACT NAME, PHONE NUMBER, EMAIL ADDRESS: _____

HYDROGEOLOGIST/ENGINEERING FIRM (DURING CONSTRUCTION):

HYDROGEOLOGIST/ENGINEER CONTACT NAME, PHONE NUMBER, AND ADDRESS:

PROPOSAL (CONTINUED)

If awarded the Contract, the undersigned agrees to execute the attached Agreement/Contract within fifteen (15) calendar days from the date set forth in the Notice of Intent to Award or Notice of Award, whichever one is received first, and to fully complete all necessary work within the time limits specified below after date of written Notice to Proceed, with such extensions of time as are provided for in the General Conditions.

Substantial Completion:	210 calendar days from Notice to Proceed
Final Completion:	240 calendar days from Notice to Proceed

The undersigned understands the Contract Time starts on the date of Notice to Proceed. The undersigned understands the Contract Times include Contractor to obtaining permits, shop drawing approvals, ordering materials, receiving deliveries, construction of the Work, restoration, permit close-outs, and all other work required to complete the Work in full. The undersigned acknowledges that liquidated damages will apply if the completion dates are not achieved.

There is enclosed a bid guarantee consisting of five percent (5%) of bid price.

The undersigned agrees that all bid documents issued for this project, including addenda, have been reviewed and site visits performed, as necessary to provide a comprehensive bid. The undersigned acknowledges receipt of 1 (insert number) Addenda for this project.

The undersigned furthermore agrees that, in case of failure on undersigned's part to sign said contract and provide required bonds, power of attorney's, and insurance within (15) days after receipt of a Notice Intent to Award or a Notice of Award, whichever comes first, the check, bond, or other security accompanying undersigned's Bid and the money payable thereon, shall become the property of the Town, by forfeit as agreed and liquidated damages; otherwise the check or bond accompanying undersigned's Bid shall be returned to the undersigned.

The undersigned acknowledges that payments made by the Town of Jupiter will be made via electronic funds transfers (EFT) and vendor will provide the Town of Jupiter with the information required to make EFT payments.

The undersigned, if awarded the contract, agrees to furnish at time of signing the contract, a payment bond and a performance bond, each in the amount of 100% of the contract value as set forth in "Instructions to Bidders".

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.

PROPOSAL (CONTINUED)

The undersigned states that this bid proposal is the only proposal for this project in which he is interested and certifies that all of the information provided in this bid proposal is true and correct.

SUBMITTAL DATE 11/5/24

FIRM NAME Florida Design Drilling LLC

FEDERAL EMPLOYER IDENTIFICATION NUMBER (FEIN) 20-2779560

(If the entity has no FEIN, include the Social Security Number of the individual signing this Proposal.)

SIGNATURE OF RESPONSIBLE OFFICIAL Brandon Holst

PRINT NAME AND TITLE OF RESPONSIBLE OFFICIAL Brandon Holst, Vice President

EMAIL ADDRESS OF RESPONSIBLE OFFICIAL brandon@fldrilling.com

BUSINESS ADDRESS 7733 Hooper Road, West Palm Beach, FL 33411

BUSINESS TELEPHONE 561-568-1231

STATE OF INCORPORATION Florida

FULL NAMES AND ADDRESSES OF PERSONS OR PARTIES INTERESTED IN THE FOREGOING BID, AS PRINCIPALS:

Please see attached coporate resolution.

FULL NAME, TITLE, EMAIL ADDRESS, AND PHONE NUMBER OF PERSON MANAGING THE WORK UNDER THIS CONTRACT:

Brandon Holst, Vice President

561-568-1231 / brandon@fldrilling.com

CONTRACTOR SAFETY QUALIFICATION FORM

SECTION 1: COMPANY INFORMATION

Company Name: **Florida Design Drilling LLC**

Address 1: **7733 Hooper Rd**

Address 2:

City, State, Zip: **West Palm Beach, FL 33411**

Telephone No.: **561-568-1231**

Fax No.: **561-844-2967**

SECTION 2: NAME(S) AND RELATIONSHIPS OF PARENT COMPANY, AFFILIATES, SUBSIDIARIES, PARTNERS

Company Name:

Address:

City, State, Zip:

Relationship:

Company Name:

Address:

City, State, Zip:

Relationship:

SECTION 3: INSURANCE COVERAGE

3.1 Please attach certificates showing the extent of coverage, exclusions and deductibles for the following:

- General Commercial Liability Insurance
- Professional Liability Insurance **COI Attached**
- Contractors Pollution Liability Insurance
- Worker's Compensation Insurance

3.2 How long have you been covered by your current provider of Worker's Compensation Insurance?

Switched to Lockton Companies, LLC early 2024 (COI attached)

3.3 List the Experience Modification Ratio (EMR) that has been applied to your company's worker's compensation insurance policy for the past five years:

Year	Intrastate EMR	Interstate EMR	Comments
2023-2024	1.15		
2022-2023	0.96		
2021-2022	1.00		
2020-2021	1.00		
2019-2020	0.74		

CONTRACTOR SAFETY QUALIFICATION FORM (CONTINUED)

3.4 List the contact information for an insurance broker who can verify your EMR's:

Name: Lockton Companies, LLC

Address 1: 500 West Monroe Street

Address 2: Suite 3400

City, State, Zip: Chicago, IL 60661

Telephone No.: 312-669-6900

If you do not have an EMR, please explain:

N/A

SECTION 4: INJURY AND FATALITY INFORMATION

4.1 Please transfer the numbers and rates of injuries and illnesses from your firm's OSHA No. 300 Logs to the table below:

Statistic	Year: <u>2023</u>		Year: <u>2022</u>		Year: <u>2021</u>	
	No.	Rate	No.	Rate	No.	Rate
Lost Workday Cases	<u>6</u>	<u>5.49</u>	<u>5</u>	<u>5.29</u>	<u>4</u>	<u>3.84</u>
Restricted Workday Cases	<u>0</u>		<u>0</u>		<u>0</u>	
Medical Treatment (not First Aid) Cases	<u>6</u>		<u>5</u>		<u>4</u>	
Total Illness Cases	<u>0</u>		<u>1</u>		<u>0</u>	
Total Recordable Cases	<u>6</u>		<u>1</u>		<u>0</u>	
Fatalities	<u>0</u>		<u>0</u>		<u>0</u>	

4.2 If your company has had fatalities in the past three years include location, cause and corrective actions in the space below:

N/A

CONTRACTOR SAFETY QUALIFICATION FORM (CONTINUED)

SECTION 5: SAFETY MEETINGS

5.1 Do you require that *documented* safety meetings be held for:

- Field Supervisors? ☒ Yes ☐ No Frequency: Daily
- Employees? ☒ Yes ☐ No Frequency: Daily
- New Hires? ☒ Yes ☐ No Frequency: Daily
- Subcontractors? ☒ Yes ☐ No Frequency: Daily

SECTION 6: SAFETY AUDITS

6.1 Will a representative of your company audit safety practices on this job?

☒ Yes ☐ No

Name: Brandon Holst Title: Vice President

How frequently will the representative visit the project site? Monthly

SECTION 7: HEALTH AND SAFETY PROGRAM

7.1 Does the company have a health and safety program? If yes, please give details below. (The contractor is encouraged to attach a copy of the program to satisfy this requirement).

FDD has a comprehensive in house HASP that is an extremely large document and is available should the TOJ want to see it. An example of a site specific HASP has been attached to this bid response in USB copy only. In addition, FDD utilizes the HAS services of Universal Engineering to provide certified and licensed professional HAS services including site inspections and development of HASP.

7.2 Please give the name and telephone number of your company's health and safety officer, if any:

Name: Brandon Holst Title: Vice President

Telephone No.: 561-568-1231

SECTION 8: HEALTH AND SAFETY CITATIONS

8.1 Attach a list of any State or Federal Health and Safety citations received during the past three years.

SECTION 9: SIGNATURE OF COMPANY OFFICER

I certify that to the best of my knowledge, information, and belief formed after reasonable inquiry, the information submitted is true, accurate, and complete.

Name (print): Brandon Holst Title: Vice President

Signature:  Date: 11/5/24

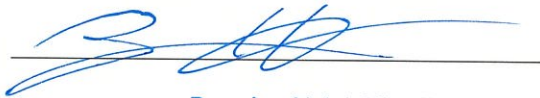
CONTRACTOR E-VERIFY AFFIDAVIT

I hereby certify that Florida Design Drilling LLC [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 Florida Design Drilling LLC [insert contractor company name] proof of registration in the E-Verify system is attached to this Affidavit.





Print Name: Brandon Holst, Vice President

Date: 11/5/24

STATE OF FLORIDA

COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me by means of/physical presence or / online notarization, this 11/5/24 (date) by Brandon Holst, Vice President (name of officer or agent, title of officer or agent) of Florida Design Drilling LLC (name of contractor company acknowledging), a Florida (state or place of incorporation) corporation, on behalf of the corporation. He/she is personally known to me or has produced Personally Known (type of identification) as identification.

[Notary Seal]



Notary Public


Name typed, printed or stamped

My Commission Expires: 7-11-2026

SUBCONTRACTOR E-VERIFY AFFIDAVIT

I hereby certify that _____ [insert subcontractor 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 _____ [insert subcontractor company name] proof of registration in the E-Verify system is attached to this Affidavit.

Print Name: _____

Date: _____

STATE OF FLORIDA

COUNTY OF _____

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

Name typed, printed or stamped

My Commission Expires:

SWORN STATEMENT

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 The Town of Jupiter
[print name of the public entity]
by Brandon Holst, Vice President
[print individual's name and title]
for Florida Design Drilling LLC
[print name of entity submitting sworn statement]
whose business address is 7733 Hooper Rd
West Palm Beach, FL 33411
and (if applicable) its Federal Employer Identification Number (FEIN) is:
20-20779560
(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn Statement: N/A.)
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.]**

X 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] Brandon Holst, Vice President 11/5/24

Sworn to and subscribed before me this 5th day of November, 2024

Personally known Brandon Holst

OR Produced identification _____ Notary Public – State of _____

My commission expires Jan-2026

Michael Perez
(Printed typed or stamped commissioned name notary public)

Town of Jupiter
Construction of Surficial Aquifer Wells SA-58 and SA-59 Re-bid (W2517)



TRENCH SAFETY

Bidder acknowledges that included in the various items of the proposal and in the Total Bid Price are costs for complying with the Florida Trench Safety Act (90-96, Laws of Fla.) effective October 1, 1990. The bidder further identifies the costs to be summarized below.

TRENCH SAFETY MEASURE EXTENDED (DESCRIPTION)	UNITS OF MEASURE (LF, SY)	UNIT (QUANTITY)	UNIT COST	COST
---	---------------------------------	--------------------	--------------	------

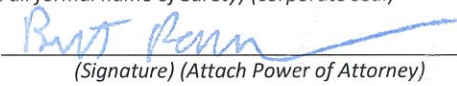
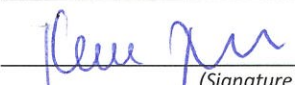
- A. No trenching is expected in the scope of work
- B. _____
- C. _____
- D. _____

Failure to complete the above may result in the bid being declared non-responsive.

THIS SPACE INTENTIONALLY LEFT BLANK
PROCEED TO NEXT PAGE

BID BOND

**This page should be clearly marked with a tab for easy identification during the bid opening process.*

BIDDER		SURETY	
Name: Florida Design Drilling, LLC Phone: 561-844-2966 Address (principal place of business): 7733 Hooper Road West Palm Beach, FL 33411 Email Address:		Name: Great Midwest Insurance Company Phone: 713-935-0226 Address (principal place of business): 800 Gessner, Ste 600, Houston, TX 77024 Email Address: brosenhaus@acrisure.com	
OWNER		BID	
Name: Town of Jupiter Phone: 561-746-5134 Address (principal place of business): Town Hall 210 Military Trail Jupiter, FL 33458 Water Treatment Facility 17403 Central Blvd. Jupiter, FL 33458 Email Address: MitchellS@jupiter.fl.us		Project (name and location): Construction of Surficial Aquifer Wells SA-58 & SA-59 Re-bid (W2517), Jupiter, FL SA-58 is located on Washington Street in Jupiter, Florida, near the Utilities Field Office. SA-59 is located on the west side of Island Way in Jupiter, Florida, south of Rialto. Bid Due Date: <u>November 5, 2024</u>	
BOND			
Penal Sum: 5% of amount bid		Date of Bond: November 5, 2024	
Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth in this Bid Bond, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative. Surety affirms it is authorized to do business in the State of Florida, and the Town of Jupiter, and as having an Agent resident therein.			
Bidder		Surety	
Florida Design Drilling, LLC (Full formal name of Bidder)		Great Midwest Insurance Company (Full formal name of Surety) (corporate seal)	
By:  (Signature)		By:  (Signature) (Attach Power of Attorney)	
Name: <u>Brandon Helst</u> (Printed or typed)		Name: <u>Brett M. Rosenhaus</u> (Printed or typed)	
Title: <u>Vice President</u>		Title: <u>Attorney-in-Fact</u>	
Attest:  (Signature)		Attest:  (Signature)	
Name: <u>Michael Black</u> (Printed or typed)		Name: <u>Kailee Rosenhaus</u> (Printed or typed)	
Title: <u>Vice President</u>		Title: <u>Witness</u>	
Notes: (1) Note: Addresses are to be used for giving any required notice. (2) Provide execution by any additional parties, such as joint venturers, if necessary.			

BID BOND (CONTINUED)

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond will be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder occurs upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds, Power of Attorney(s), and Certificate(s) of Insurance required by the Bidding Documents.
3. This obligation will be null and void if:
 - 3.1. Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds, Power of Attorney(s), and Certificate(s) of Insurance required by the Bidding Documents, or
 - 3.2. All Bids are rejected by Owner, or
 - 3.3. Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions does not in the aggregate exceed 120 days from the Bid due date without Surety's written consent.
6. No suit or action will be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety, and in no case later than one year after the Bid due date.
7. Any suit or action under this Bond will be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder must be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by email with read receipt, personal delivery, commercial courier, or by United States Postal Service registered or certified mail, return receipt requested, postage pre-paid, and will be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond will be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute governs and the remainder of this Bond that is not in conflict therewith continues in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

POWER OF ATTORNEY
Great Midwest Insurance Company

KNOW ALL MEN BY THESE PRESENTS, that **GREAT MIDWEST INSURANCE COMPANY**, a Texas Corporation, with its principal office in Houston, TX, does hereby constitute and appoint:

Dale A. Belis, Marilyn Ann Blome, Donald Bramlage, Edward M. Clark, Christian Collins, F. Danny Gann, David R. Hoover, Jarrett Merlucci, Laura D. Mosholder, Charles J. Nielson, Jessica P. Reno, Audria R. Ward, Edward T. Ward, Kevin Wojtowicz, Richard Zimmerman, Charles D. Nielson, Brett M. Rosenhaus

its true and lawful Attorney(s)-In-Fact to make, execute, seal and deliver for, and on its behalf as surety, any and all bonds, undertakings or other writings obligatory in nature of a bond.

This authority is made under and by the authority of a resolution which was passed by the Board of Directors of **GREAT MIDWEST INSURANCE COMPANY**, on the 1st day of October, 2018 as follows:

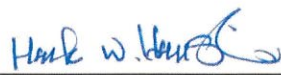
Resolved, that the President, or any officer, be and hereby is, authorized to appoint and empower any representative of the Company or other person or persons as Attorney-In-Fact to execute on behalf of the Company any bonds, undertakings, policies, contracts of indemnity or other writings obligatory in nature of a bond not to exceed Ten Million dollars (\$10,000,000.00), which the Company might execute through its duly elected officers, and affix the seal of the Company thereto. Any said execution of such documents by an Attorney-In-Fact shall be as binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company. Any Attorney-In-Fact, so appointed, may be removed in the Company's sole discretion and the authority so granted may be revoked as specified in the Power of Attorney.

Resolved, that the signature of the President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Secretary, and the seal of the Company may be affixed by facsimile to any certificate of any such power and any such power or certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certificate so executed and sealed shall, with respect to any bond of undertaking to which it is attached, continue to be valid and binding on the Company.

IN WITNESS THEREOF, **GREAT MIDWEST INSURANCE COMPANY**, has caused this instrument to be signed by its President, and its Corporate Seal to be affixed this 11th day of February, 2021.

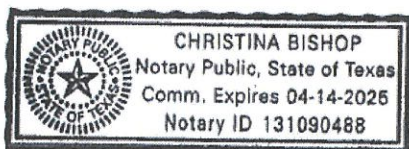


GREAT MIDWEST INSURANCE COMPANY

BY 
Mark W. Haushill
President

ACKNOWLEDGEMENT

On this 11th day of February, 2021, before me, personally came Mark W. Haushill to me known, who being duly sworn, did depose and say that he is the President of **GREAT MIDWEST INSURANCE COMPANY**, the corporation described in and which executed the above instrument; that he executed said instrument on behalf of the corporation by authority of his office under the By-laws of said corporation.



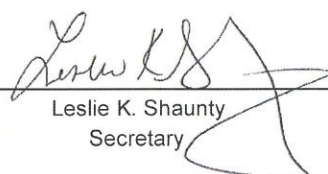
BY 
Christina Bishop
Notary Public

CERTIFICATE

I, the undersigned, Secretary of **GREAT MIDWEST INSURANCE COMPANY**, A Texas Insurance Company, DO HEREBY CERTIFY that the original Power of Attorney of which the foregoing is a true and correct copy, is in full force and effect and has not been revoked and the resolutions as set forth are now in force.

Signed and Sealed at Houston, TX this 5th Day of November, 2024.



BY 
Leslie K. Shaunty
Secretary

"WARNING: Any person who knowingly and with intent to defraud any insurance company or other person, files and application for insurance of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.

**STATE OF FLORIDA
WATER WELL CONTRACTOR LICENSE**

**Issued to
Daniel Ringdahl**

License No. 11148 Expires 7/31/2025

DISTRICT CERTIFICATION OFFICER

STATE OF FLORIDA
WATER WELL CONTRACTOR LICENSE
Issued to
Brandon Holst

License No. 11415 Expires 7/31/2025

Dalton McNeal

DISTRICT CERTIFICATION OFFICER



Ron DeSantis, Governor

Melanie S. Griffin, Secretary



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

HOLST, JEFFREY TURNER

FLORIDA DESIGN DRILLING LLC
7733 HOOPER RD
WEST PALM BEACH FL 33411

LICENSE NUMBER: CGC1522104

EXPIRATION DATE: AUGUST 31, 2024

Always verify licenses online at [MyFloridaLicense.com](https://myfloridalicense.com)



Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.



ANNE M. GANNON
CONSTITUTIONAL TAX COLLECTOR
Serving Palm Beach County
Serving you.

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

****LOCATED AT****
7733 HOOPER ROAD
WEST PALM BEACH, FL 33411

TYPE OF BUSINESS	OWNER	CERTIFICATION #	RECEIPT #/DATE PAID	AMT PAID	BILL #
WATER WELL CONTRACTOR	RINGDAHL DANIEL C	11148	B24.623984 07/10/2024	\$27.50	B40119441

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



2 - 1050

FLORIDA DESIGN DRILLING LLC
FLORIDA DESIGN DRILLING LLC
7733 HOOPER RD
WEST PALM BEACH FL 33411-3806

STATE OF FLORIDA
PALM BEACH COUNTY
2024 / 2025 LOCAL BUSINESS TAX RECEIPT
LBTR Number: 200813036
EXPIRES: 09/30/2025

This receipt MUST be conspicuously displayed at the place of business and in such a manner as to be open to the view of the public.

Project Experience References

Rev:

Page: 1

Florida Power & Light - Turkey Point DIW System

Owner: FPL

Engineer: McNabb Hydrogeologic

Contact: David Xavier

Phone: 772.631.6686

Description: Construction and testing of two 26"/18" FRP Tubing - Fluid Filled Annulus UIC Class I deep injection wells (IW-2 and IW-3) to a total depth of 3,000'-3,500' and two dual-zone monitor wells (DZMW-1 and DZMW-2). Project includes coring, logging, packer testing, pressure testing, injectivity testing and water quality.

Completed: On-Going

Amount: Private

SFWMD LOWRP ASR Test Wells C-38N

Owner: SFWMD

Engineer: Stantec

Contact: Caroline Smith

Phone: 561.310.6859

Description: Construction and testing of two 26" diameter UIC Class V ASR wells, and two dual-zone monitor wells. Project includes coring, logging, packer testing, pressure testing, injectivity testing and water quality.

Completed: Near Complete

Amount: \$7,996,750.00

SFWMD LOWRP ASR Test Wells C-38S

Owner: SFWMD

Engineer: Stantec

Contact: Caroline Smith

Phone: 561.310.6859

Description: Construction and testing of two 26" diameter UIC Class V ASR wells, a single zone deep monitor well and a dual-zone monitor wells. Project includes coring, logging, packer testing, pressure testing, injectivity testing and water quality.

Completed: Complete

Amount: \$ 7,086,300.00

Tampa Electric Company (TECO) Deep Injection Wells

Owner: TECO

Engineer: ASRus

Contact: Mark McNeal

Phone: 561.891.0763

Description: Construction and testing of two 20" diameter UIC Class I deep injection wells (IW-1 and IW-2) to a total depth of 3,300' and two dual-zone monitor wells (DZMW-1 and DZMW-2). Project includes coring, logging, packer testing, pressure testing, injectivity testing and water quality.

Completed: Complete

Amount: Private

North Springs Improvement District Deep Injection Well

Owner: NSID

Engineer: McNabb Hydrogeologic

Contact: David McNabb

Phone: 561.891.0763

Description: Construction and testing of one 16" diameter UIC Class I deep injection well to a total depth of 3,500' and one DZMW-1 deep injection well monitor well. Project includes coring, logging, packer testing, pressure testing, injectivity testing, wellheads, piping and water quality.

Completed: July-05

Amount: \$6.5M

Bee Ridge WWTP Aquifer Recharge Wells

Owner: Sarasota County

Engineer: Atkins/Jacobs

Contact: Tom Farkas

Phone: 813.335.3247

Description: Construction and testing of two 24" diameter aquifer recharge wells RW-1 and RW-2 with total depths down to 1,350' (completed / 1,700' pending second well finish depth), one 6" RZMW-2 to 1,350' and one 6" UZMW-1 to 650'. Project includes coring, logging, packer testing, pressure testing, APT's, wellheads, piping and water quality.

Completed: July-05

Amount: \$8.6M

Polk Regional Water Cooperative (PRWC) Polk SE and Polk West Wellfields Floridan Aquifer Wells

Owner: PRWC

Engineer: WSP

Contact: Scott Manahan

Phone: 239.223.9556

Project Experience References

Rev:

Page: 2

Description: Construction and testing of two 12" diameter test production wells total drilled depths to 3,000', one 4.5" LFA well to 2,000' and one DZMW to 2,400'. Project included coring, logging, packer testing, pressure testing, APT's and water quality.

Completed: July-05

Amount: \$4.8M

SFWMD CFWI C-30

Owner: SFWMD

Engineer: SFWMD

Contact: Martha Fox

Phone: 561.682.2575

Description: Construction and testing of one 14" x 4" diameter deep dual zone monitor well (OSF-111) to 2,500' and one single zone shallow monitor well (OSS-111) to 60'. Project includes coring, logging, packer testing, pressure testing, APT's, wellhead and water quality.

Completed: November-18

Amount: \$ 1,274,747

St. Pete SWWRF IW-5

Owner: City of St. Pete

Engineer: ASRUS

Contact: Michael Ryle

Phone: 727.893.7400

Description: Construction and testing of one 24" diameter Class I deep injection well (IW-5) . IW-5 = 24" x 0.50" steel anticipated casing set to 750' with nominal 24" open hole to 1,150'. Project includes coring, logging, packer testing, pressure testing, RTS, wellhead and water quality.

Completed: June-18

Amount: \$ 1,860,025

Seacoast Utility Authority F-6

Owner: SUA

Engineer: JLA Geosciences

Contact: Jim Andersen

Phone: 561-746-0228

Description: Construction and testing of one 14" diameter Floridan aquifer RO supply well (F-6) . F-6 = 14" diameter Certa-Lok PVC Final casing anticipated casing set to 1,250' with nominal 20" open hole to 1,600'. Project included, logging, packer testing, pressure testing, capacity testing, well acidization and water quality.

Completed: November-18

Amount: \$ 848,484

PBCWUD Water Treatment Plant 3 Surficial Wellfield Rehabilitation

Owner: Palm Beach County WUD

Engineer: JLA Geosciences

Contact: Jim Andersen

Phone: 561-746-0228

Description: Furnished all materials, labor, supervision, equipment, supplies, fees, expertise, and services necessary to reconstruct and rehabilitate Surficial aquifer production wells. Work includes existing well screen removal, reconditioning boreholes, screen and grave installation, riser casing installation, jetting, air and pump development, acidization, capacity testing and wellhead and related surface facility restoration.

Completed: January-19

Amount: \$ 1,396,875

PBCWUD Water Treatment Plant 3 and 9 Wells Rehabilitation

Owner: Palm Beach County WUD

Engineer: JLA Geosciences

Contact: Jim Andersen

Phone: 561-746-0228

Description: Furnished all materials, labor, supervision, equipment, supplies, fees, expertise, and services necessary to reconstruct and rehabilitate Surficial aquifer production wells. Work includes existing well screen removal, reconditioning boreholes, screen and grave installation, riser casing installation, jetting, air and pump development, acidization, capacity testing and wellhead and related surface facility restoration.

Completed: On-Going

On time? Yes

Amount: \$ 1,937,764

Change Orders: \$ 47,764 Owner Requested

St. Pete SWWRF IW-6 / MW-B-11

Owner: City of St. Pete

Engineer: ASRUS

Contact: Michael Ryle

Phone: 727.893.7400

Description: Construction and testing of one 24" diameter deep Class I deep injection well (IW-6) and one 6" diameter deep injection well monitoring well (MW-B-11). IW-6 = 24" x 0.50" steel casing set to 700' with nominal 24" open hole to 1,150'. MW-B-11 6" casing set to 350' with open hole monitoring zone to 400'. Project

Project Experience References

Rev:

Page: 3

included coring, logging, packer testing, pressure testing, RTS, wellheads and water quality.

Completed: September-17

Amount: \$ 2,618,550

Village of Wellington Well Rehabilitation

Owner: Village of Wellington

Engineer: JLA Geosciences

Contact: Jim Andersen

Phone: 561-746-0228

Description: On-going various well rehabilitation and improvements for numerous wells throughout the Village's wellfield. Includes well chlorination, acidization, video, casing brushing, pump/motor retrieval, high pressure jetting, redevelopment, all testing.

Completed: On Going

Amount: On-Going

Seacoast Utility Authority Well Rehabilitation

Owner: Seacoast Utility Authority

Engineer: JLA Geosciences

Contact: Jim Andersen

Phone: 561-746-0228

Description: On-going various well rehabilitation for wells throughout the SUA wellfield. Includes well chlorination, acidization, video, casing brushing, high pressure jetting, redevelopment, all testing.

Completed: On Going

Amount: On-Going

Broward County Well Rehabilitation

Owner: Broward County

Engineer: NA

Contact: Carlos Garcia / Susan Bodeman

Phone: 954-831-0760

Description: Well rehabilitation and improvements County wide. Includes well chlorination, acidization, video, casing brushing, pump/motor retrieval, redevelopment, all testing

Completed: On Going

On time? Yes

Amount: \$ 542,000

Change Orders: \$ -

FPL UIC Deep Injection Well - Biscayne Wells and Wellhead completion

Owner: Florida Power and Light

Engineer: Enercon

Contact: Raul Febre

Phone: 305-246-6000

Description: Construction, testing, and operation of 4 new Biscayne Recovery wells, pumps, piping, electrical, controls, I&C, Telemetry, and all appurtenances to connect to existing Injection Well.

Completed: December-16

Amount: \$ 3,024,500

Replacement of the PGA WWTP Deep Injection Monitor Well System

Owner: Seacoast Utility Authority

Engineer: Holtz Consulting Engineers

Contact: Brent Weidenhamer

Phone: 561-575-2005

Description: Construction of a new 2,220' deep 4-1/2" FRP Class I deep injection well dual zone monitor well, permanent concrete pad, wellhead piping, instrumentation, purge piping and appurtenances, electrical and control conduit and wiring and appurtenances for sampling pumps.

Completed: December-16

Amount: \$ 949,494

Water Treatment Plant 11 Floridan Aquifer Wells Rehabilitation

Owner: Palm Beach County WUD

Engineer: JLA Geosciences

Contact: Jim Andersen

Phone: 561-746-0228

Description: Furnished all materials, labor, supervision, equipment, supplies, fees, expertise, and

Project Experience References

Rev:

Page: 4

services necessary to rehabilitate Floridan aquifer production wells. Work includes dislodging debris obstructions from two (2) production wells, fishing of debris from one (1) well, completing geophysical logging on three (3) wells, performing an acid treatment on six (6) wells and partial back plugging of five (5) production wells.

Completed: December-16

Amount: \$ 444,444

Reclaimed Water ASR System Well Construction

Owner: City of St. Cloud

Engineer: Jones, Edmunds & Associates

Contact: Bartt Booz

Phone: 813-258-0703

Description: One 12-inch diameter ASR well, ASR-1 (Total Depth [TD] approximately 3,100 feet). The well will be completed with a final carbon steel casing cemented to land surface and is designed for reclaimed water storage and recovery. One 6-inch diameter storage zone monitoring well, SZMW-1 (TD approximately 2,400 feet). The well will be completed with a final carbon steel casing cemented to land surface and will be located not more than 750 feet from ASR-1. One 6-inch diameter shallow monitoring well, SMW-1 (TD approximately 1,400 feet). The well will be located not more than 150 feet from ASR-1. Four 2-inch diameter Pad Monitoring Wells (PMW) around the temporary drilling pads for ASR-1 and SZMW-1, PMW-1 through PMW-8 (TD approximately 40 feet). Two additional PMWs will be constructed around SMW-1 prior to drilling that well. Surface facilities including sample pumps, ASR injection pump, piping, concrete, electrical, and control systems.

Completed: On Going

Amount: \$ 2,535,550

Rehabilitation/Treatment of Florida Aquifer Production Well F-12

Owner: City of Port Saint Lucie

Engineer: KLJ

Contact: Pierre Vignier

Phone: 772-528-2153

Description: Plug back and rehabilitate Well F12 to reduce chloride-ion concentrations and maintain production capacity. Furnish all labor, equipment and material required to remove and re-install the permanent pump,

Project Experience References

Rev:

Page: 5

column piping, and associated valves and electrical connections for the well and perform all work outlined

Completed: August-15
Amount: \$ 111,021

South Seas Shallow Injection Well and Monitoring Well

Owner: FGUA **Engineer:** Wade Trim
Contact: Oscar Duarte **Phone:** 321-728-3389

Description: Installation of one 8-inch diameter Class V injection well and well head, IW-1 (Total Depth [TD] approximately 100 feet). The well will be completed with a final steel casing cemented to land surface and is designed for reclaimed wastewater disposal. Installation of one 4-inch diameter monitoring well, MW-1 (TD approximately 19 feet). The well will be completed with a final PVC casing cemented to land surface and will be located not more than 50 feet from IW-1. Testing of the injection well to the satisfaction of the OWNER and/or OWNER's REPRESENTATIVE.

Completed: October-15
Amount: \$ 189,080

Replacement of Surficial Aquifer Wells Nos. BR-24A, BR-26, and NPB-7

Owner: Seacoast Utility Authority **Engineer:** Holtz Consulting Engineers
Contact: Brent Weidenhamer **Phone:** 561-575-2005

Description: Construction of three new surficial production wells, 24" PVC casing, 130-140' depth, well screen, with 40 HP submersible pumps, ductile iron raw water main & wellheads, concrete, instruments & programming, RTU & SCADA, control panels, new 480V electrical service, fencing.

Completed: October-15
Amount: \$ 949,949

Water Treatment Plant Eastern Well Field Well Nos. 12-14

Owner: City of West Palm Beach **Engineer:** Mock Roos & Associates
Contact: John Cairnes **Phone:** 561-683-3313;275

Description: Construction of three new surficial production wells, 24" steel casing, 90-100' depth, with 25 HP submersible VFD driven pumps, ductile iron raw water main & wellheads, concrete, flowmeter, control panels & programming, RTU & SCADA, new 480V electrical service, irrigation, landscaping, road

Completed: October-15
Amount: \$ 1,456,680

North WWTP Monitor Well Replacement

Owner: Martin County Utilities **Engineer:** Holtz Consulting Engineers
Contact: Curtis Robinson **Phone:** 561-575-2005

Description: Construction of a new 2,220' deep 4-1/2" FRP dual zone monitor well, permanent concrete pad, wellhead piping, instrumentation, purge piping and appurtenances, electrical and control conduit and wiring and appurtenances for sampling pumps.

Completed: March-15
Amount: \$ 949,494

Dual Zone Monitor Well DZMW-2 Abandonment

Owner: City of West Palm Beach **Engineer:** Mathews Consulting, Inc.
Contact: Jason Pugsley **Phone:** 561-655-6175

Description: The UMZ and LMZ of DZMW-2 were be abandoned from the total depth of 1,450-feet below pad level (BPL) up to pad level using neat cement grout in stages.

Completed: February 2015 **On time?** Yes
Amount: \$ 29,100 **Change Orders:** \$ (100)

ECRWRF Lower-Zone Monitor Well for Injection Well No. 2

Owner: City of West Palm Beach **Engineer:** Holtz Consulting Engineers
Contact: Curtis Robinson **Phone:** 561-575-2005

Project Experience References

Rev:

Page: 6

Description: Construction of a new 2,290' deep 4-1/2" FRP Class I deep injection well single zone monitor well, permanent concrete pad, wellhead piping, instrumentation, purge piping and appurtenances, electrical and control conduit and wiring and appurtenances for sampling pump.

Completed: January-15

Amount: \$ 594,949

Potable Well 16 at 2nd Avenue North

Owner: City of Lake Worth

Engineer: Mock Roos

Contact: John Leemon

Phone: 561-683-3113

Description: Construction of new 250' surficial production well, steel & PVC casing, interval testing, screen, development, pump testing, disinfection. Relocation of 300' of 6" PVC force main, new 16" raw water main, new electrical service, concrete, asphalt, fencing, flanged DIP, submersible well pump & motor,

Completed: January-15

Amount: \$ 494,949

Water Treatment Plant 2, 3, and 8 New Production Wells

Owner: Palm Beach County

Engineer: MWH

Contact: Neil Johnson

Phone: 561-650-0070

Description: Construction of eight (8) 150' surficial production wells, steel & PVC casing, screens, development, testing, disinfection.

Completed: December-15

Amount: \$ 1,080,535

Plugging and Abandonment of ASR-1, ASR MW-1, and Pad Monitoring Wells

Owner: Broward County

Engineer: Atkins North America

Contact: Kevin Dorsey

Phone: 813-281-8374

Description: Geophysical logging and abandonment of existing ASR well and ASR monitor well.

Completed: February-14

Amount: \$ 93,240

Water Supply Wells 28W, 31W, & 33W

Owner: City of Boca Raton

Engineer: CDM Smith

Contact: Suzanne Mechler

Phone: 561-273-8868

Description: Construction of three (3) new 350' surficial production wells, steel & FRP casing, screens, development, testing, disinfection.

Completed: March-13

Amount: \$ 671,500

Production Well Testing and Rehabilitation

Owner: City of Port Saint Lucie

Engineer: Ardaman & Associates

Contact: Douglas Dufresne

Phone: 407-855-3860

Description: Backplugging and acidization of two (2) 1,600' Floridan aquifer production wells

Completed: October-13

Amount: \$ 380,000

District 1 WTP Expansion Floridan Test Well Construction

Owner: Broward County

Engineer: MWH

Contact: Neil Johnson

Phone: 561-650-0070

Project Experience References

Rev:

Page: 7

Description: Construction of two (2) new 1,800' Floridan aquifer PWS production wells, packer testing, development, pump testing, acidization, disinfection, concrete slabs, fencing.

Completed: August-14
Amount: \$ 2,681,000

Floridan Aquifer Well #7

Owner: Ocean Reef Club **Engineer:** Mathews Consulting
Contact: Rene Mathews **Phone:** 561-655-6175

Description: Construction of one (1) new 1,250' Florida aquifer PWS production well, steel & PVC casing, development, pump testing, acidization, disinfection.

Completed: September-13
Amount: \$ 778,000

Sawgrass Floridan Well Construction and APT

Owner: City of Sunrise **Engineer:** MWH
Contact: Susan Bodmann **Phone:** 954-851-1507

Description: Construction of two (2) new 1,750' Florida aquifer PWS production wells, steel & PVC casing, packer testing, development, pump testing, acidization, disinfection.

Completed: January-13
Amount: \$ 2,300,000

Design Build Water and Wastewater System Expansion

Owner: Town of Davie **Engineer:** AECOM
Contact: Michael Bennett **Phone:** 561-684-3375

Description: Construction of four (4) new 1,350' Florida aquifer PWS production wells, steel & FRP casing, packer testing, development, pump testing, disinfection.

Completed: January-13
Amount: \$ 2,300,000

West Wellfield Water Supply Expansion

Owner: Town of Deerfield Beach **Engineer:** CDM
Contact: Stew Magenheimer **Phone:** 954-776-1731

Description: Development and testing of three (3) wells. Original contractor did not complete work. We completed the remaining work on the contract after the original contractor walked off the job.

Completed: May-11
Amount: \$ 313,867

Well Repair

Owner: LaGorce Country Club **Engineer:** JLA Geosciences
Contact: Jim Andersen **Phone:** 561-746-0228

Description: Pump test, Geophysical log, evaluate current well and backplug well to Improve water quality. Redevelop and test well. Project goals were achieved and well in usable after several years of inactivity.

Completed: December-10
Amount: \$ 104,000

Southeast Monitor Wells

Owner: Orlando Utilities Commission **Engineer:** Arcadis US

Project Experience References

Rev:

Page: 8

Contact: David Smith

Phone: 561-697-7053

Description: Construction of one (1) 300' upper Floridan monitor well and one (1) 2,500' dual zone Floridan monitor well, steel & FRP casing, packer testing, core sampling.

Completed: January-11

Amount: \$ 492,228

AWS Wellfield Exploratory Test Wells

Owner: Toho Water Authority

Engineer: Tetra-Tech

Contact: Bruce Lafrenz

Phone: 407-256-3496

Description: Construction of one (1) 2,600' test production well, one (1) 600' upper Floridan monitor well, one (1) 1,950' dual zone monitor well, and two (2) 1,700' lower Floridan monitor wells, steel & PVC casing, packer testing.

Completed: August-11

Amount: \$ 2,416,280

OKF-105 Tri-Zone Monitor Well Completion

Owner: SFWMD

Engineer: SFWMD

Contact: Simon Sunderland

Phone: 561-682-2705

Description: Construction of one (1) 2,500' tri-zone monitor well, steel & FRP casing, core sampling, packer testing, casing pressure test.

Completed: July-09

Amount: \$ 334,500

J. Robert Dean Water Treatment Plant

Owner: FKA

Engineer: CH2MHill

Contact: Mike Furdock

Phone: 305-218-3583

Description: Construction of three (3) 1,350' Floridan aquifer PWS production wells, steel & PVC casing, acidization, development, testing, disinfection.

Completed: December-08

On time? Yes

Amount: \$ 3,626,283

Change Orders: \$ (498,880)

Construction of Production Wells F-1 & F-2

Owner: City of Miramar

Engineer: Malcolm Pirnie

Contact: Mike Black

Phone: 561-809-4533

Description: Construction of two (2) 1,350' Floridan aquifer PWS production wells, steel & FRP casing, acidization, development, testing, disinfection.

Completed: August-08

Amount: \$ 2,498,500

Lift Station No. 309 Improvements

Owner: City of Boynton Beach

Engineer: Mathews Consulting

Contact: Jose Huertas

Phone: 561-742-6487

Description: The project consists of furnishing all labor, materials, equipment and all incidentals and appurtenances for the installation of: approximately 410 LF of 16-inch DR-18 C-900 PVC and 2,460 LF of 18-inch DR-11 HDPE (by directional drill) force main piping; replacement of existing jockey pump with a third duty, 91 Hp dry-pit submersible pump; conversion of existing Generator Building into new Electrical Building with new MCC with integral VFDs, new Control Panel and electrical appurtenances; installation of new diesel engine driven standby pump; various site/civil improvements; various process yard piping and pump station mechanical improvements; various structural and architectural improvements to the existing buildings; various electrical improvements including new electrical service feed, manual transfer switch, 75 KVA transformer, lighting panel and HVAC system. Work also includes clearing and grubbing, dewatering, bypass pumping, MOT plans, complying with permit conditions, testing and all restoration work for a complete and operating system.

Completed: On Going

On time? Yes

Amount: \$ 1,832,000

Change Orders: \$ -

Reverse Osmosis Water Treatment Plant Acid Dilution System

Owner: City of Lake Worth

Engineer: AECOM

Contact: Julie Parham

Phone: 561-586-1798

Description: The proposed work consists of providing all labor, materials, equipment and incidentals required to construct as detailed in the contract documents. The work includes, but not necessarily limited to the following:
Removing some 20 inch stainless steel pipe, fabrication of 20 inch stainless steel pipe spool pieces and restoration of a masonry wall
Fabrication and installation of a new 20 inch in line stainless steel static mixer
Fabrication and installation of a Sulfuric acid dilution system
Installation of raw water booster pumps; piping, valves and appurtenances
Installation of Halar piping, valves, and appurtenances and
Bacteriological testing of raw water main.

Completed: On Going

On time? Yes

Amount: \$ 199,000

Change Orders: \$ -

Construction of Glades WWTD Bio Solids Cake System

Owner: City of Port Saint Lucie

Engineer: City of Port Saint Lucie

Contact: Rich Schoenborn

Phone: 772-873-6485

Description: The project work consists of the furnishing of all labor, materials, and equipment and the performance of all work included in this Contract including the partial demolition of the existing dewatered bio-solids cake conveyor system, construction of a new dewatered biosolids cake conveyance system complete with positive displacement pump, discharge piping system, meter pump and sludge cake lubrication system, valves, conveyors, concrete slabs, housekeeping pads, awnings, supports, hangers, metal fabrications and connections to existing conveyors, instrumentation, electrical connections, conduit, wiring, starters, control panel, modifications to the Glades SCADA and process/instrumentation control system, testing and all other accessories and appurtenances as required for a complete and operational dewatered bio-solids cake pumping system that is both locally and remotely monitored and controllable by the CITY and works with the existing centrifuge system.

Completed: On Going

On time? Yes

Amount: \$ 519,000

Change Orders: \$ -

Floridan Well F-5 Wellhead and Raw Water Main

Owner: Seacoast Utility Authority

Engineer: Holtz Consulting Engineers

Contact: Brandon Selle

Phone: 561-627-2900

Description: The Project entails the construction of a stainless steel wellhead on an existing well with pump, motor, controls, piping, valves and fittings, concrete work, fencing, and electrical work and a 16-inch PVC and HDPE raw water main from the new wellhead to the Hood Road Administration Complex through 2 phases of construction. Phase 1 shall consist of the construction, testing and the restoration activities of the raw water main and a 2-inch fiber-optic conduit installed via open-cut and horizontally directional drilling methods through The Isles from the SUA Administration Complex to the EPB-3C Canal. Phase 2 shall consist of the construction, testing, and restoration activities of a raw water main and 2-inch fiberoptic conduit along the EPB 3C Canal to the location of Floridan Well F-5 and the installation of the new wellhead including all piping, electrical, instrumentation, mechanical, structural, civil, and restoration work required for a fully functioning system.

Completed: On Going

On time? Yes

Amount: \$ 893,000

Change Orders: \$ -

Reconstruction of Surficial Aquifer Wells Nos. HR-7, HR-12 and HR-13

Owner: Seacoast Utility Authority

Engineer: Holtz Consulting Engineers

Contact: Brandon Selle

Phone: 561-627-2900

Description: Reconstruction of three new surficial production wells, 16" PVC casing, 130-140' depth, well screen, with 40 HP submersible pumps, ductile iron raw water main & wellheads, concrete, instruments & programming, RTU, SCADA, Fiber Optic cable, control panels, new 4160V electrical service, fencing.

Completed: On Going

On time? Yes

Amount: \$ 1,486,122

Change Orders: \$ -

Sodium Hypochlorite Storage and Feed Systems Replacing the Existing Gas Chlorine Systems

Owner: City of West Palm Beach

Engineer: Kimley-Horn & Associates

Contact: Edna Bonelli

Phone: 561-494-1157

Description: 1. A new sodium hypochlorite feed system to replace the existing gas chlorine feed system at the Ibis Water Re-pump Station as shown on the Drawings. A new aqueous ammonia feed system also will be installed at the Ibis site to replace the existing aqueous ammonia feed system. The new aqueous ammonia feed system will be installed in phases as the existing ammonia feed system is removed in order to provide continuous ammonia feed. The work at the Ibis site includes a new chemical injection and flow meter vault constructed over the existing storage tank influent pipe, chemical and sample piping, one sodium hypochlorite storage tank, two duplex metering pump skids for sodium hypochlorite and two duplex metering pump skids for aqueous ammonia, ammonia and sodium hypochlorite injectors, one static mixer, chlorine and ammonia residual analyzers, modifications to the existing pump station building, instrumentation, controls, and electrical construction. 2. The four typical sodium hypochlorite feed systems are designed to be installed inside new precast concrete shelters. The work at each site includes installation of new chemical injectors, chemical containment piping from each shelter to the chlorine injection points, one static mixer (Valley Forge only), water supply piping to each shelter, landscaping around each shelter, piping modifications, instrumentation, controls and electrical construction. Each shelter will provide a climate controlled location for the installation of one duplex metering pump skid, one chemical storage tank, chemical containment, safety shower, hose reel, exhaust fan, air conditioner, electrical, instrumentation and controls. The construction of the new typical sodium hypochlorite feed system at each site requires phasing and coordination with the Owner that allows the existing gas chlorine feed system to remain in operation while new system is constructed and tested, without interruption to the operation of the existing chlorine gas feed system, and followed by demolition of the existing gas chlorine feed systems.

Completed: On Going

On time? Yes

Amount: \$ 2,152,000

Change Orders: \$ -

Lift Station 23 Rehabilitation

Owner: City of West Palm Beach

Engineer: Kimley-Horn & Associates

Contact: Edna Bonelli

Phone: 561-494-1157

Description: 1. Demolition as shown in the plans and technical specifications.
2. All labor, material and equipment necessary for structural improvements, including a 248 SF +/- expansion to the existing 428 SF lift station building with new foundation; stucco; painting; rolling overhead steel door; roofing; interior aluminum stairs & landing; exterior concrete stairs; aluminum handrails; bridge crane I-beams; flood gate; concrete & SS pipe supports; concrete restoration; and other miscellaneous structural improvements.
3. All labor, material and equipment necessary for mechanical improvements, complete, including all pipe, fittings, accessories, valves & actuators; AC system; crane & trolley; fire extinguishers; and other miscellaneous mechanical improvements.
4. All labor, material and equipment necessary for electrical and controls system, including FPL fees, primary installation, generator with enclosure, automatic transfer switch, panels, main disconnect switch, VFD drives, pump terminal box, level transmitter, pressure transmitter, float switches and other miscellaneous electrical improvements.
5. All labor, material and equipment necessary to accomplish the site work including the force main connection; generator pad and enclosure; wood fence and gates; dumpster enclosure; flowmeter; and other miscellaneous site improvements.
6. All labor, material and equipment necessary for existing wet well rehabilitation.
7. All labor material and equipment necessary to accomplish landscape improvements including planting materials, irrigation system and other miscellaneous landscape improvements.

Completed: On Going

On time? Yes

Amount: \$ 1,595,000

Change Orders: \$ -

Reclaimed Water ASR System Well Construction

Owner: City of St. Cloud

Engineer: Jones, Edmunds & Associates

Contact: Bartt Booz

Phone: 813-258-0703

Description: One 12-inch diameter ASR well, ASR-1 (Total Depth [TD] approximately 3,100 feet). The well will be completed with a final carbon steel casing cemented to land surface and is designed for reclaimed water storage and recovery. One 6-inch diameter storage zone monitoring well, SZMW-1 (TD approximately 2,400 feet). The well will be completed with a final carbon steel casing cemented to land surface and will be located not more than 750 feet from ASR-1. One 6-inch diameter shallow monitoring well, SMW-1 (TD approximately 1,400 feet). The well will be located not more than 150 feet from ASR-1. Four 2-inch diameter Pad Monitoring Wells (PMW) around the temporary drilling pads for ASR-1 and SZMW-1, PMW-1 through PMW-8 (TD approximately 40 feet). Two additional PMWs will be constructed around SMW-1 prior to drilling that well. Surface facilities including sample pumps, ASR injection pump, piping, concrete, electrical, and control systems.

Completed: On Going

On time? Yes

Amount: \$ 2,535,550

Change Orders: \$ -

Reconstruction of Surficial Aquifer Wells Nos. HR-5, HR-6 and PBG-9

Owner: Seacoast Utility Authority

Engineer: Holtz Consulting Engineers

Contact: Brandon Selle

Phone: 561-627-2900

Description: Reconstruction of three new surficial production wells, 16" PVC casing, 130-140' depth, well screen, with 40 HP submersible pumps, ductile iron raw water main & wellheads, concrete, instruments & programming, RTU, SCADA, Fiber Optic cable, control panels, new 4160V electrical service, fencing.

Completed: November-16

On time? Yes

Amount: \$ 1,486,122

Change Orders: \$ 10,324

Repump #1 Rehabilitation

Owner: Fort Pierce Utility Authority

Engineer: Kimley Horn & Associates

Contact: Jason Lee

Phone: 561-840-0256

Description: Demolish existing building structure, framing, steel building skin, mechanical equipment, pumps, underground fuel tank, generator, and electrical gear. Construct new concrete block structure

Completed:	December-16	On time?	Yes
Amount:	\$ 1,681,000	Change Orders:	\$ (67,442)

Owner: City of Palm Bay **Engineer:** Wade Trim
Contact: Clayton McCormack **Phone:** 321-728-3389

Completed:	May-16	On time?	Yes
Amount:	\$ 639,494	Change Orders:	\$ 66,215

Owner: City of West Palm Beach
Contact: Kevin Schanen

Engineer: Kimley Horn & Associates
Phone: 561-840-0820

Completed:	May-16	On time?	Yes
Amount:	\$ 369,690	Change Orders:	\$ 30,250

Owner: Seacoast Utility Authority
Contact: Brent Weidenhamer

Engineer: Holtz Consulting Engineers
Phone: 561-575-2005

48

Completed: October-15 **On time?** Yes
Amount: \$ 78,870 **Change Orders:** \$ (1,460)

Aerobic Digester Nos. 1 through 4 Air Piping Replacement

Owner: Seacoast Utility Authority **Engineer:** Holtz Consulting Engineers
Contact: Brent Weidenhamer **Phone:** 561-575-2005

Description: Underground demolition, remove and replace up to 24" carbon steel above grade air piping, new concrete & metal supports, ductile iron yard piping for wastewater systems, field welding for new piping, new yard piping tie-ins requiring plant shutdowns, modifications to existing blower

Completed: October-15 **On time?** Yes
Amount: \$ 598,989 **Change Orders:** \$ 27,657

Water Treatment Plant No. 11 5 MG Ground Storage Tank

Owner: Palm Beach County **Engineer:** Mathews Consulting
Contact: Rene Mathews **Phone:** 561-655-6175

Description: Construction of new 5 MG potable water ground storage tank, ductile iron piping up to 24", new 480V electrical service, electric motor operated valves, instrumentation & controls, fencing, and modifications to existing 3 MG ground storage tank.

Completed: December-15 **On time?** Yes
Amount: \$ 2,494,949 **Change Orders:** \$ (8,113)

Replacement of Surficial Aquifer Wells Nos. BR-24A, BR-26, and NPB-7

Owner: Seacoast Utility Authority **Engineer:** Holtz Consulting Engineers
Contact: Brent Weidenhamer **Phone:** 561-575-2005

Description: Construction of three new surficial production wells, 24" PVC casing, 130-140' depth, well screen, with 40 HP submersible pumps, ductile iron raw water main & wellheads, concrete, instruments & programming, RTU & SCADA, control panels, new 480V electrical service, fencing.

Completed: October-15 **On time?** Yes
Amount: \$ 949,949 **Change Orders:** \$ (45,052)

Water Treatment Plant Eastern Well Field Well Nos. 12-14

Owner: City of West Palm Beach **Engineer:** Mock Roos & Associates
Contact: John Cairnes **Phone:** 561-683-3313;275

Description: Construction of three new surficial production wells, 24" steel casing, 90-100' depth, with 25 HP submersible VFD driven pumps, ductile iron raw water main & wellheads, concrete, flowmeter, control panels & programming, RTU & SCADA, new 480V electrical service, irrigation, landscaping,

Completed: October-15 **On time?** Yes
Amount: \$ 1,456,680 **Change Orders:** \$ (57,982)

South County Water Treatment Facility Storage Tank Interconnect

Owner: Indian River County **Engineer:** MBV Engineering
Contact: Ryan Huff **Phone:** (772) 569-0035

Description: Furnish and install 212' LF of 12" ductile iron water main, 24x12 tapping sleeve and valve, flanged piping, flowmeter, V-port ball valve, electric actuators, including all electrical power and control wiring and PLC programming.

Completed: January-15 **On time?** Yes
Amount: \$ 142,765 **Change Orders:** \$ (6,702)

North WWTP Monitor Well Replacement

Owner: Martin County Utilities **Engineer:** Holtz Consulting Engineers
Contact: Curtis Robinson **Phone:** 561-575-2005

Description: Construction of a new 2,220' deep 4-1/2" FRP dual zone monitor well, permanent concrete pad, wellhead piping, instrumentation, purge piping and appurtenances, electrical and control conduit and wiring and appurtenances for sampling pumps.

Completed: March-15 **On time?** Yes
Amount: \$ 949,494 **Change Orders:** \$ (29,550)

Potable Well 16 at 2nd Avenue North

Owner: City of Lake Worth **Engineer:** Mock Roos
Contact: John Leemon **Phone:** 561-683-3113

Description: Construction of new 250' surficial production well, steel & PVC casing, interval testing, screen, development, pump testing, disinfection. Relocation of 300' of 6" PVC force main, new 16" raw water main, new electrical service, concrete, asphalt, fencing, flanged DIP, submersible well pump

Completed: January-15 **On time?** Yes
Amount: \$ 494,949 **Change Orders:** \$ (22,651)

ECRWRF Lower-Zone Monitor Well for Injection Well No. 2

Owner: City of West Palm Beach **Engineer:** Holtz Consulting Engineers
Contact: Curtis Robinson **Phone:** 561-575-2005

Description: Construction of a new 2,290' deep 4-1/2" FRP single zone monitor well, permanent concrete pad, wellhead piping, instrumentation, purge piping and appurtenances, electrical and control conduit and wiring and appurtenances for sampling pump.

Completed: January-15 **On time?** Yes
Amount: \$ 594,949 **Change Orders:** \$ (18,598)

Project 1			
Rehabilitation/Treatment of Florida Aquifer Production Well F-12			
Owner: City of Port Saint Lucie		Engineer: KLJ	
Contact: Pierre Vignier		Phone: 772-528-2153	
Description: Plug back and rehabilitate Well F12 to reduce chloride-ion concentrations and maintain production capacity. Furnish all labor, equipment and material required to remove and re-install the permanent pump, column piping, and associated valves and electrical connections for the well and perform all work outlined in this Technical Specification. Multiple acidization treatments at various rates and strengths.			
Completed:	August-15	On time?	Yes
Amount:	\$ 111,021	Change Orders:	
Project 2			
Polk County Central Production Wells			
Owner: Polk County Utilities		Engineer: ASRUS	
Contact: Mario Chavez		Phone: 863-298-4167	
Description: Construction, and testing of two water supply wells in the upper and lower Floridan aquifer (UFA / LFA) in Polk County: TPW-1 = Dual-zone production well with drilling exploration to 3,500' including cores, logging, packer testing and water quality; 36" diameter UFA steel casing to 800', 24" diameter Casing set >1,000', nominal 24" diameter reamed hole >2,000' with 12" diameter FRP set to 2,100'. TPW-2 = Single zone 16" diameter production well diameter 850'. Acidization of Lower Zone.			
Completed:	June-17	On time?	Yes
Amount:	\$ 2,652,507	Change Orders:	\$ 244,550
Project 3			
Water Treatment Plant 11 Floridan Aquifer Wells Rehabilitation			
Owner: Palm Beach County WUD		Engineer: JLA Geosciences	
Contact: Jim Andersen		Phone: 561-746-0228	
Description: Furnished all materials, labor, supervision, equipment, supplies, fees, expertise, and services necessary to rehabilitate Floridan aquifer production wells. Work includes dislodging debris obstructions from two (2) production wells, fishing of debris from one (1) well, completing geophysical logging on three (3) wells, performing an acid treatment on six (6) wells and partial back plugging of five (5) production wells.			
Completed:	December-16	On time?	Yes
Amount:	\$ 444,444	Change Orders:	\$ 186,431
Project 4			
District 1 WTP Expansion Floridan Test Well Construction			
Owner: Broward County		Engineer: MWH	
Contact: Neil Johnson		Phone: 561-650-0070	
Description: Construction of two (2) new 1,800' Floridan aquifer PWS production wells, packer testing, development, pump testing, acidization, disinfection, concrete slabs, fencing.			
Completed:	August-14	On time?	Yes
Amount:	\$ 2,681,000	Change Orders:	\$ -
Project 5			
Floridan Aquifer Well #7			
Owner: Ocean Reef Club		Engineer: Mathews Consulting	
Contact: Rene Mathews		Phone: 561-655-6175	
Description: Construction of one (1) new 1,250' Florida aquifer PWS production well, steel & PVC casing, development, pump testing, acidization, disinfection.			
Completed:	September-13	On time?	Yes
Amount:	\$ 778,000	Change Orders:	\$ (20,000)
Project 6			
Design Build Water and Wastewater System Expansion			
Owner: Town of Davie		Engineer: AECOM	
Contact: Michael Bennett		Phone: 561-684-3375	
Description: Construction of four (4) new 1,350' Florida aquifer PWS production wells, steel & FRP casing, packer testing, development, pump testing, disinfection.			
Completed:	January-13	On time?	Yes
Amount:	\$ 2,300,000	Change Orders:	\$ (200,000)
Project 7			
Sawgrass Floridan Well Construction and APT			
Owner: City of Sunrise		Engineer: MWH	
Contact: Susan Bodmann		Phone: 954-851-1507	
Description: Construction of two (2) new 1,750' Florida aquifer PWS production wells, steel & PVC casing, packer testing, development, pump testing, acidization, disinfection.			
Completed:	January-13	On time?	Yes
Amount:	\$ 2,300,000	Change Orders:	\$ (350,000)



Equipment List

Rig E1:

Drawworks: Electric
 Mast: 240,000#
 Rotary: Rotary Table - Electric Drive
 Power: All Electric - VFD Controlled

Rig E2:

Drawworks: Electric
 Mast: 750,000#
 Rotary: Top Drive - Electric Drive
 Power: All Electric - VFD Controlled

Rig DR3:

Drawworks: 450hp Double Drum
 Mast: 65' 200,000#
 Blocks: 75 ton
 Rotary: 18" Rotary Table - Electric Drive
 Swivel: 75 ton
 Power: Detroit 450hp

Rig DR5

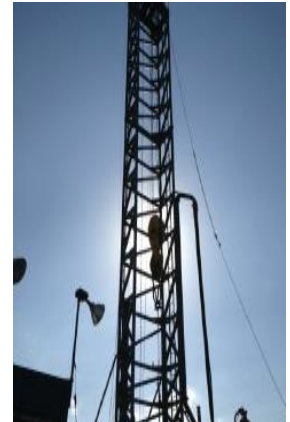
Gardener Denver 1500
 Mast: 27' 45,000#
 Rotary: 12" Rotary Table
 Power: Diesel

Rig DR7 Versa-Drill:

Drawworks: Hydraulic
 Mast: 40,000#
 Rotary: Top Drive - Hydraulic Drive
 Power: Diesel

Rig DR8 Versa-Drill:

Drawworks: Hydraulic
 Mast: 70,000#
 Rotary: Top Drive - Hydraulic Drive
 Power: Diesel





Rig E3

Casing Rotator / Overdrill Rig

Rig E4:

Drawworks: Electric

Mast: 350,000#

Rotary: Top Drive - Electric Drive

Power: All Electric - VFD Controlled

Mud System 200:

Processing Capacity: 1,000gpm

Storage Capacity: 10,000 gal

Downhole Capacity: 1,000gpm

Reserve Tank Capacity: 20,000 gal

Mud System 300:

Processing Capacity: 1,000gpm

Storage Capacity: 10,000 gal

Downhole Capacity: 1,000gpm

Reserve Tank Capacity: 20,000 gal

Mud System 400:

Processing Capacity: 600gpm

Storage Capacity: 5,000 gal

Downhole Capacity: 600gpm

Reserve Tank Capacity: 5,000 gal

Cementer:

Downhole Capacity: 5 Barrels/min

Mix Capacity: 7 Barrels/min

Mix Tank Volume: 10 Barrels

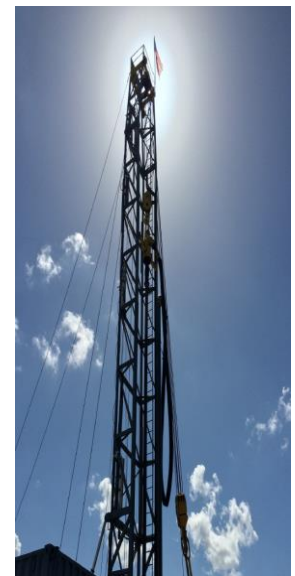
Volume, Density and Pressure Monitoring

Equipment:

All vegetable oil hydraulics

VFD control for pump testing

Various large test pumps





CERTIFICATE OF LIABILITY INSURANCE

1/1/2025

DATE (MM/DD/YYYY)

10/16/2024

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

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

PRODUCER	LOCKTON COMPANIES, LLC 500 West Monroe, Suite 3400 CHICAGO IL 60661 (312) 669-6900 midwestcertificates@lockton.com	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS: FAX (A/C, No):
INSURED	1538891 Florida Design Drilling LLC 7733 Hooper Road West Palm Beach, FL 33411	INSURER(S) AFFORDING COVERAGE INSURER A : Greenwich Insurance Company 22322 INSURER B : Imperium Insurance Company 35408 INSURER C : Navigators Specialty Insurance Company 36056 INSURER D : INSURER E : INSURER F :

COVERAGES

CERTIFICATE NUMBER: 21066188

REVISION NUMBER: XXXXXXXX

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC OTHER:	N	N	RGCC3001970	1/1/2024	1/1/2025	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY	N	N	RAC9438273	1/1/2024	1/1/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
B	☐ UMBRELLA LIAB ☒ EXCESS LIAB ☐ OCCUR ☐ CLAIMS-MADE DED RETENTIONS	N	N	ARU-IIC-CX-0000077-01	1/1/2024	1/1/2025	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$ XXXXXXXX
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	RWC3001969	1/1/2024	1/1/2025	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Pollution Liability	N	N	CH24ECP307581 IC	1/1/2024	1/1/2026	\$2,000,000 Each Incident/Aggregate

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Personal Injury Protection is Included: \$10,000 Per Person.

CERTIFICATE HOLDER

CANCELLATION

21066188

Town of Jupiter

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

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.

Request for Taxpayer Identification Number and Certification

Go to www.irs.gov/FormW9 for instructions and the latest information.

Give form to the
requester. Do not
send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)

Florida Design Drilling LLC

2 Business name/disregarded entity name, if different from above.

3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes.

☐ Individual/sole proprietor ☐ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate

☒ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership)

Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.

☐ Other (see instructions)

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any)

Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any)

(Applies to accounts maintained outside the United States.)

3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions ☐

5 Address (number, street, and apt. or suite no.). See instructions.

7733 Hooper Road

6 City, state, and ZIP code

West Palm Beach, Florida 33411

7 List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

 - -

or

Employer identification number

2 0 - 2 7 7 9 5 6 0

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign
Here

Signature of
U.S. person

Date 8.12.2024

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they



**5440 NW 33rd Avenue Suite 106
Ft. Lauderdale, Florida 33309
(954) 677-1200 Phone
(954) 677-1201 Fax**

February 2, 2017

To Whom it May Concern:

Total Compliance Network implemented a State of Florida Drug Free Workplace Program for the company listed below. TCN also provided the below-indicated services. If you have any questions, please feel free to contact me at my office, (800) 881-4826.

Company Name: **Florida Design Drilling Corp**
Address: **7733 Hooper Rd.
West Palm Beach, Fl. 33411**
Telephone #: **561-324-3885**
Contact Person: **Dan Ringdahl**

TCN provided the above-named company with a Compliance Manual which includes:

1. An Employee handbook containing company policy and all necessary information (i.e., Information on where to seek help, medications that affect the outcome of a drug test, etc.).
2. Initial 60-day Drug Free Workplace notification.
3. Employee agreement forms, including company disciplinary action.
4. A Supervisor's handbook.
5. Information to post in conspicuous locations (signs, posters).
6. Additional forms and agreements (rehabilitation, notification of positive test results, etc.).

TCN has also set up a drug screen collection site, AHCA or NIDA certified testing laboratory, on-staff Medical Review Officer, results reporting (telephone and hard copy) and billing.

TCN has instructed the above-named contact person on the following procedures:

1. Distribution of 60-day Drug Free Workplace notification.
2. Conducting the Employee meeting including distribution of Employee handbook, educational material and collection of signed paperwork.
3. Drug testing requirements and procedures for testing:
 - a. Job Applicants
 - b. Post-accident
 - c. Reasonable suspicion
 - d. Return-to-work.
 - e. Random (if applicable).
 - f. Routine fitness-for-duty.

TCN will also continue to act as a consultant for any questions regarding this program, but will not be held responsible for any company's negligence or inability to perform the State of Florida Drug Free Workplace requirements using TCN or TCN materials.

Total Compliance Network Representative: Nick Mirowsky|954-232-5650|nickmirowsky@cs.com

A handwritten signature in blue ink, appearing to read "Nick Mirowsky", is written over a horizontal line.

THE E-VERIFY
MEMORANDUM OF UNDERSTANDING
FOR EMPLOYERS USING AN E-VERIFY EMPLOYER AGENT

ARTICLE I
PURPOSE AND AUTHORITY

The parties to this agreement are the Department of Homeland Security (DHS), the Florida Design Drilling Corporation (Employer), and the E-Verify Employer Agent. The purpose of this agreement is to set forth terms and conditions which the Employer and the E-Verify Employer Agent will follow while participating in E-Verify.

E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of Form I-9, Employment Eligibility Verification (Form I-9). This Memorandum of Understanding (MOU) explains certain features of the E-Verify program and describes specific responsibilities of the Employer, the E-Verify Employer Agent, the Social Security Administration (SSA), and DHS.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. Section 1324a note). The Federal Acquisition Regulation (FAR) Subpart 22.18, "Employment Eligibility Verification" and Executive Order 12989, as amended, provide authority for Federal contractors and subcontractors (Federal contractor) to use E-Verify to verify the employment eligibility of certain employees working on Federal contracts.

ARTICLE II
RESPONSIBILITIES

A. RESPONSIBILITIES OF THE EMPLOYER

1. The Employer agrees to display the following notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system:
 - A. Notice of E-Verify Participation
 - B. Notice of Right to Work
2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted about E-Verify. The Employer also agrees to keep such information current by providing updated information to SSA and DHS whenever the representatives' contact information changes.
3. The Employer shall become familiar with and comply with the most recent version of the E-Verify User Manual. The Employer will obtain the E-Verify User Manual from the E-Verify Employer Agent.
4. The Employer agrees to comply with current Form I-9 procedures, with two exceptions:
 - A. If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. 274a.2(b)(1)(B)) can be presented during the Form I-9 process to establish identity.) If an employee objects to the photo requirement for religious reasons, the Employer should contact E-Verify at 1-888-464-4218.
 - B. If an employee presents a DHS Form I-551 (Permanent Resident Card), Form I-766 (Employment Authorization Document), or U.S. Passport or Passport Card to complete I-Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The Employer will use the photocopy to verify the photo and to assist DHS with its review of photo mismatches that employees contest. DHS may in the future designate other documents that activate the photo screening tool.

Note: Subject only to the exceptions noted previously in this paragraph, employees still retain the right to present any List A, or List B and List C, document(s) to complete the Form I-9.

5. The Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.

6. The Employer agrees that, although it participates in E-Verify, the Employer has a responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, including the obligation to comply with the antidiscrimination requirements of section 274B of the INA with respect to Form I-9 procedures.
 - A. The following modified requirements are the only exceptions to an Employer's obligation to not employ unauthorized workers and comply with the anti-discrimination provision of the INA: (1) List B identity documents must have photos, as described in paragraph 5 above; (2) When an Employer confirms the identity and employment eligibility of newly hired employee using E-Verify procedures, the Employer establishes a rebuttable presumption that it has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of that employee; (3) If the Employer receives a final nonconfirmation for an employee, but continues to employ that person, the Employer must notify DHS and the Employer is subject to a civil money penalty between \$550 and \$1,100 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) If the Employer continues to employ an employee after receiving a final nonconfirmation, then the Employer is subject to a rebuttable presumption that it has knowingly employed an unauthorized alien in violation of section 274A(a)(1)(A); and (5) no E-Verify participant is civilly or criminally liable under any law for any action taken in good faith based on information provided through the E-Verify.
 - B. DHS reserves the right to conduct Form I-9 compliance inspections, as well as any other enforcement or compliance activity authorized by law, including site visits, to ensure proper use of E-Verify.
7. The Employer is strictly prohibited from creating an E-Verify case before the employee has been hired, meaning that a firm offer of employment was extended and accepted and Form I-9 was completed. The Employer agrees to create an E-Verify case for new employees within three Employer business days after each employee has been hired (after both Sections 1 and 2 of Form I-9 have been completed), and to complete as many steps of the E-Verify process as are necessary according to the E-Verify User Manual. If E-Verify is temporarily unavailable, the three-day time period will be extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability.
8. The Employer agrees not to use E-Verify for pre-employment screening of job applicants, in support of any unlawful employment practice, or for any other use that this MOU or the E-Verify User Manual does not authorize.
9. The Employer must use E-Verify (through its E-Verify Employer Agent) for all new employees. The Employer will not verify selectively and will not verify employees hired before the effective date of this MOU. Employers who are Federal contractors may qualify for exceptions to this requirement as described in Article II.B of this MOU.
10. The Employer agrees to follow appropriate procedures (see Article III below) regarding tentative nonconfirmations. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending. Further, when employees contest a tentative nonconfirmation based upon a photo mismatch, the Employer must take additional steps (see Article III.B below) to contact DHS with information necessary to resolve the challenge.
11. The Employer agrees not to take any adverse action against an employee based upon the employee's perceived employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. Section 274a.1(I)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification system to verify work authorization, a tentative nonconfirmation, a case in continuance (indicating the need for additional time for the government to resolve a case), or the finding of a photo mismatch, does not establish, and should not be interpreted as, evidence that the employee is not work authorized. In any of such cases, the employee must be provided a full and fair opportunity to contest the finding, and if he or she does so, the employee may not be terminated or suffer any adverse employment consequences based upon the employee's perceived employment eligibility status (including denying, reducing, or extending work hours, delaying or preventing training, requiring an employee to work in poorer conditions, withholding pay, refusing to assign the employee to a Federal contract or other assignment, or otherwise assuming that he or she is unauthorized to work) until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo mismatch or if a secondary verification is completed and a final nonconfirmation is issued, then the Employer can find the employee is not work authorized and terminate

the employee's employment. Employers or employees with questions about a final nonconfirmation may call E-Verify at 1-888-464-4218 (customer service) or 1-888-897-7781 (worker hotline).

12. The Employer agrees to comply with Title VII of the Civil Rights Act of 1964 and section 274B of the INA as applicable by not discriminating unlawfully against any individual in hiring, firing, employment eligibility verification, or recruitment or referral practices because of his or her national origin or citizenship status, or by committing discriminatory documentary practices. The Employer understands that such illegal practices can include selective verification or use of E-Verify except as provided in part D below, or discharging or refusing to hire employees because they appear or sound "foreign" or have received tentative nonconfirmations. The Employer further understands that any violation of the immigration-related unfair employment practices provisions in section 274B of the INA could subject the Employer to civil penalties, back pay awards, and other sanctions, and violations of Title VII could subject the Employer to back pay awards, compensatory and punitive damages. Violations of either section 274B of the INA or Title VII may also lead to the termination of its participation in E-Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).
13. The Employer agrees that it will use the information it receives from E-Verify (through its E-Verify Employer Agent) only to confirm the employment eligibility of employees as authorized by this MOU. The Employer agrees that it will safeguard this information, and means of access to it (such as PINS and passwords), to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Employer who are authorized to perform the Employer's responsibilities under this MOU, except for such dissemination as may be authorized in advance by SSA or DHS for legitimate purposes.
14. The Employer agrees to notify DHS immediately in the event of a breach of personal information. Breaches are defined as loss of control or unauthorized access to E-Verify personal data. All suspected or confirmed breaches should be reported by calling 1-888-464-4218 or via email a E-Verify@dhs.gov. Please use "Privacy Incident - Password" in the subject line of your email when sending a breach report to E-Verify.
15. The Employer acknowledges that the information it receives through the E-Verify Employer Agent from SSA is governed by the Privacy Act (5 U.S.C. Section 552a(i)(1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)). Any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.
16. The Employer agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify (whether directly or through their E-Verify Employer Agent), which includes permitting DHS, SSA, their contractors and other agents, upon reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the Employer's use of E-Verify, and to respond in a prompt and accurate manner to DHS requests for information relating to their participation in E-Verify.
17. The Employer shall not make any false or unauthorized claims or references about its participation in E-Verify on its website, in advertising materials, or other media. The Employer shall not describe its services as federally-approved, federally-certified, or federally-recognized, or use language with a similar intent on its website or other materials provided to the public. Entering into this MOU does not mean that E-Verify endorses or authorizes your E-Verify services and any claim to that effect is false.
18. The Employer shall not state in its website or other public documents that any language used therein has been provided or approved by DHS, USCIS or the Verification Division, without first obtaining the prior written consent of DHS.
19. The Employer agrees that E-Verify trademarks and logos may be used only under license by DHS/USCIS (see M-795 ([Web](#))) and, other than pursuant to the specific terms of such license, may not be used in any manner that might imply that the Employer's services, products, websites, or publications are sponsored by, endorsed by, licensed by, or affiliated with DHS, USCIS, or E-Verify.
20. The Employer understands that if it uses E-Verify procedures for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and termination of its participation in E-Verify according to this MOU.
21. The Employer agrees that it will notify its E-Verify Employer Agent immediately if it is awarded a federal contract with the FAR clause. Your E-Verify Employer Agent needs this information so that it can update your company's E-Verify profile within 30 days of the contract award date.

B. RESPONSIBILITIES OF E-VERIFY EMPLOYER AGENT

1. The E-Verify Employer Agent agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the E-Verify Employer Agent representatives who will be accessing information under E-Verify and shall update them as needed to keep them current.
2. The E-Verify Employer Agent agrees to become familiar with and comply with the E-Verify User Manual and provide a copy of the most current version of the E-Verify User Manual to the Employer so that the Employer

can become familiar with and comply with E-Verify policy and procedures. The E-Verify Employer Agent agrees to obtain a revised E-Verify User Manual as it becomes available and to provide a copy of the revised version to the Employer no later than 30 days after the manual becomes available.

3. The E-Verify Employer Agent agrees that any person accessing E-Verify on its behalf is trained on the most recent E-Verify policy and procedures.
4. The E-Verify Employer Agent agrees that any E-Verify Employer Agent Representative who will perform employment verification cases will complete the E-Verify Tutorial before that individual initiates any cases.
 - A. The E-Verify Employer Agent agrees that all E-Verify Employer Agent representatives will take the refresher tutorials initiated by the E-Verify program as a condition of continued use of E-Verify, including any tutorials for Federal contractors, if any of the Employers represented by the E-Verify Employer Agent is a Federal contractor.
 - B. Failure to complete a refresher tutorial will prevent the E-Verify Employer Agent and Employer from continued use of E-Verify.
5. The E-Verify Employer Agent agrees to grant E-Verify access only to current employees who need E-Verify access. The E-Verify Employer Agent must promptly terminate an employee's E-Verify access if the employee is separated from the company or no longer needs access to E-Verify.
6. The E-Verify Employer Agent agrees to obtain the necessary equipment to use E-Verify as required by the E-Verify rules and regulations as modified from time to time.
7. The E-Verify Employer Agent agrees to, consistent with applicable laws, regulations, and policies, commit sufficient personnel and resources to meet the requirements of this MOU.
8. The E-Verify Employer Agent agrees to provide its clients with training on E-Verify processes, policies, and procedures. The E-Verify Employer Agent also agrees to provide its clients with ongoing E-Verify training as needed. E-Verify is not responsible for providing training to clients of E-Verify Employer Agents.
9. The E-Verify Employer Agent agrees to provide the Employer with the notices described in Article II.B.1 below.
10. The E-Verify Employer Agent agrees to create E-Verify cases for the Employer it represents in accordance with the E-Verify Manual, the E-Verify Web-Based Tutorial and all other published E-Verify rules and procedures. The E-Verify Employer Agent will create E-Verify cases using information provided by the Employer and will immediately communicate the response back to the Employer. If E-Verify is temporarily unavailable, the three-day time period will be extended until it is again operational in order to accommodate the E-Verify Employer Agent's attempting, in good faith, to make inquiries on behalf of the Employer during the period of unavailability.
11. When the E-Verify Employer Agent receives notice from a client company that it has received a contract with the FAR clause, then the E-Verify Employer Agent must update the company's E-Verify profile within 30 days of the contract award date.
12. If data is transmitted between the E-Verify Employer Agent and its client, then the E-Verify Employer Agent agrees to protect personally identifiable information during transmission to and from the E-Verify Employer Agent.
13. The E-Verify Employer Agent agrees to notify DHS immediately in the event of a breach of personal information. Breaches are defined as loss of control or unauthorized access to E-Verify personal data. All suspected or confirmed breaches should be reported by calling 1-888-464-4218 or via email at E-Verify@dhs.gov. Please use "Privacy Incident - Password" in the subject line of your email when sending a breach report to E-Verify.
14. The E-Verify Employer Agent agrees to fully cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, including permitting DHS, SSA, their contractors and other agents, upon reasonable notice, to review Forms I-9, employment records, and all records pertaining to the E-Verify Employer Agent's use of E-Verify, and to interview it and its employees regarding the use of E-Verify, and to respond in a timely and accurate manner to DHS requests for information relating to their participation in E-Verify.
15. The E-Verify Employer Agent shall not make any false or unauthorized claims or references about its participation in E-Verify on its website, in advertising materials, or other media. The E-Verify Employer Agent shall not describe its services as federally-approved, federally-certified, or federally-recognized, or use language with a similar intent on its website or other materials provided to the public. Entering into this MOU does not mean that E-Verify endorses or authorizes your E-Verify Employer Agent services and any claim to that effect is false.
16. The E-Verify Employer Agent shall not state in its website or other public documents that any language used therein has been provided or approved by DHS, USCIS or the Verification Division, without first obtaining the

prior written consent of DHS.

17. The E-Verify Employer Agent agrees that E-Verify trademarks and logos may be used only under license by DHS/USCIS (see) and, other than pursuant to the specific terms of such license, may not be used in any manner that might imply that the E-Verify Employer Agent's services, products, websites, or publications are sponsored by, endorsed by, licensed by, or affiliated with DHS, USCIS, or E-Verify.
18. The E-Verify Employer Agent understands that if it uses E-Verify procedures for any purpose other than as authorized by this MOU, the E-Verify Employer Agent may be subject to appropriate legal action and termination of its participation in E-Verify according to this MOU.

C. RESPONSIBILITIES OF FEDERAL CONTRACTORS

The E-Verify Employer Agent shall ensure that the E-Verify Employer Agent and the Employers represented by the E-Verify Employer Agent carry out the following responsibilities if the Employer is a Federal contractor or becomes a federal contractor. The E-Verify Employer Agent should instruct the client to keep the E-Verify Employer Agent informed about any changes or updates related to federal contracts. It is the E-Verify Employer Agent's responsibility to ensure that its clients are in compliance with all E-Verify policies and procedures.

1. If the Employer is a Federal contractor with the FAR E-Verify clause subject to the employment verification terms in Subpart 22.18 of the FAR, it will become familiar with and comply with the most current version of the E-Verify User Manual for Federal Contractors as well as the E-Verify Supplemental Guide for Federal Contractors.
2. In addition to the responsibilities of every employer outlined in this MOU, the Employer understands that if it is a Federal contractor subject to the employment verification terms in Subpart 22.18 of the FAR it must verify the employment eligibility of any "employee assigned to the contract" (as defined in FAR 22.1801). Once an employee has been verified through E-Verify by the Employer, the Employer may not reverify the employee through E-Verify.
 - A. An Employer that is not enrolled in E-Verify as a Federal contractor at the time of a contract award must enroll as a Federal contractor in the E-Verify program within 30 calendar days of contract award and, within 90 days of enrollment, begin to verify employment eligibility of new hires using E-Verify. The Employer must verify those employees who are working in the United States, whether or not they are assigned to the contract. Once the Employer begins verifying new hires, such verification of new hires must be initiated within three business days after the hire date. Once enrolled in E-Verify as a Federal contractor, the Employer must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.
 - B. Employers enrolled in E-Verify as a Federal contractor for 90 days or more at the time of a contract award must use E-Verify to begin verification of employment eligibility for new hires of the Employer who are working in the United States, whether or not assigned to the contract, within three business days after the date of hire. If the Employer is enrolled in E-Verify as a Federal contractor for 90 calendar days or less at the time of contract award, the Employer must, within 90 days of enrollment, begin to use E-Verify to initiate verification of new hires of the contractor who are working in the United States, whether or not assigned to the contract. Such verification of new hires must be initiated within three business days after the date of hire. An Employer enrolled as a Federal contractor in E-Verify must begin verification of each employee assigned to the contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.
 - C. Federal contractors that are institutions of higher education (as defined at 20 U.S.C. 1001(a)), state or local governments, governments of Federally recognized Indian tribes, or sureties performing under a takeover agreement entered into with a Federal agency under a performance bond may choose to only verify new and existing employees assigned to the Federal contract. Such Federal contractors may, however, elect to verify all new hires, and/or all existing employees hired after November 6, 1986. Employers in this category must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.
 - D. Upon enrollment, Employers who are Federal contractors may elect to verify employment eligibility of all existing employees working in the United States who were hired after November 6, 1986, instead of verifying only those employees assigned to a covered Federal contract. After enrollment, Employers must elect to verify existing staff following DHS procedures and begin E-Verify verification of all existing employees within 180 days after the election.
 - E. The Employer may use a previously completed Form I-9 as the basis for creating an E-Verify case for an employee assigned to a contract as long as:
 - i. That Form I-9 is complete (including the SSN) and complies with Article II.A.6,

- ii. The employee's work authorization has not expired, and
- iii. The Employer has reviewed the information reflected in the Form I-9 either in person or in communications with the employee to ensure that the employee's Section 1, Form I-9 attestation has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen).

F. The Employer shall complete a new Form I-9 consistent with Article II.A.6 or update the previous Form I-9 to provide the necessary information if:

- i. The Employer cannot determine that Form I-9 complies with Article II.A.6,
- ii. The employee's basis for work authorization as attested in Section 1 has expired or changed, or
- iii. The Form I-9 contains no SSN or is otherwise incomplete.

Note: If Section 1 of Form I-9 is otherwise valid and up-to-date and the form otherwise complies with Article II.C.5, but reflects documentation (such as a U.S. passport or Form I-551) that expired after completing Form I-9, the Employer shall not require the production of additional documentation, or use the photo screening tool described in Article II.A.5, subject to any additional or superseding instructions that may be provided on this subject in the E-Verify User Manual.

G. The Employer agrees not to require a second verification using E-Verify of any assigned employee who has previously been verified as a newly hired employee under this MOU or to authorize verification of any existing employee by any Employer that is not a Federal contractor based on this Article.

3. The Employer understands that if it is a Federal contractor, its compliance with this MOU is a performance requirement under the terms of the Federal contract or subcontract, and the Employer consents to the release of information relating to compliance with its verification responsibilities under this MOU to contracting officers or other officials authorized to review the Employer's compliance with Federal contracting requirements.

D. RESPONSIBILITIES OF SSA

1. SSA agrees to allow DHS to compare data provided by the Employer (through the E-Verify Employer Agent) against SSA's database. SSA sends DHS confirmation that the data sent either matches or does not match the information in SSA's database.
2. SSA agrees to safeguard the information the Employer provides (through the E-Verify Employer Agent) through E-Verify procedures. SSA also agrees to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security numbers or responsible for evaluation of E-Verify or such other persons or entities who may be authorized by SSA as governed by the Privacy Act (5 U.S.C. Section 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).
3. SSA agrees to provide case results from its database within three Federal Government work days of the initial inquiry. E-Verify provides the information to the E-Verify Employer Agent.
4. SSA agrees to update SSA records as necessary if the employee who contests the SSA tentative nonconfirmation visits an SSA field office and provides the required evidence. If the employee visits an SSA field office within the eight Federal Government work days from the date of referral to SSA, SSA agrees to update SSA records, if appropriate, within the eight-day period unless SSA determines that more than eight days may be necessary. In such cases, SSA will provide additional instructions to the employee. If the employee does not visit SSA in the time allowed, E-Verify may provide a final nonconfirmation to the E-Verify Employer Agent.

Note: If an Employer experiences technical problems, or has a policy question, the employer should contact E-Verify at 1-888-464-4218.

E. RESPONSIBILITIES OF DHS

1. DHS agrees to provide the Employer with selected data from DHS databases to enable the Employer (through the E-Verify Employer Agent) to conduct, to the extent authorized by this MOU:
 - A. Automated verification checks on alien employees by electronic means, and
 - B. Photo verification checks (when available) on employees.
2. DHS agrees to assist the E-Verify Employer Agent with operational problems associated with its participation in E-Verify. DHS agrees to provide the E-Verify Employer Agent names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.
3. DHS agrees to provide to the E-Verify Employer Agent with access to E-Verify training materials as well as

an E-Verify User Manual that contain instructions on E-Verify policies, procedures, and requirements for both SSA and DHS, including restrictions on the use of E-Verify.

4. DHS agrees to train E-Verify Employer Agents on all important changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify User Manual. Even without changes to E-Verify, DHS reserves the right to require E-Verify Employer Agents to take mandatory refresher tutorials.
5. DHS agrees to provide to the Employer (through the E-Verify Employer Agent) a notice, which indicates the Employer's participation in E-Verify. DHS also agrees to provide to the Employer anti-discrimination notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC), Civil Rights Division, U.S. Department of Justice.
6. DHS agrees to issue each of the E-Verify Employer Agent's E-Verify users a unique user identification number and password that permits them to log in to E-Verify.
7. HS agrees to safeguard the information the Employer provides (through the E-Verify Employer Agent), and to limit access to such information to individuals responsible for the verification process, for evaluation of E-Verify, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security numbers and employment eligibility, to enforce the INA and Federal criminal laws, and to administer Federal contracting requirements.
8. DHS agrees to provide a means of automated verification that provides (in conjunction with SSA verification procedures) confirmation or tentative nonconfirmation of employees' employment eligibility within three Federal Government work days of the initial inquiry.
9. DHS agrees to provide a means of secondary verification (including updating DHS records) for employees who contest DHS tentative nonconfirmations and photo mismatch tentative nonconfirmations. This provides final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

ARTICLE III

REFERRAL OF INDIVIDUALS TO SSA AND DHS

A. REFERRAL TO SSA

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the notice as directed by E-Verify. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.
2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.
3. After a tentative nonconfirmation, the Employer will refer employees to SSA field offices only as directed by E-Verify. The Employer must record the case verification number, review the employee information submitted to E-Verify to identify any errors, and find out whether the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security number, or any other corrected employee information that SSA requests, to SSA for verification again if this review indicates a need to do so.
4. The Employer will instruct the employee to visit an SSA office within eight Federal Government work days. SSA will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.
5. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.
6. The Employer agrees not to ask the employee to obtain a printout from the Social Security Administration number database (the Numident) or other written verification of the SSN from the SSA.

B. REFERRAL TO DHS

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to

contest the finding, while their case is still pending.

2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.
3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation.
4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will instruct the employee to contact DHS through its toll-free hotline (as found on the referral letter) within eight Federal Government work days.
5. If the Employer finds a photo mismatch, the Employer must provide the photo mismatch tentative nonconfirmation notice and follow the instructions outlined in paragraph 1 of this section for tentative nonconfirmations, generally.
6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo mismatch, the Employer will send a copy of the employee's Form I-551, Form I-766, U.S. Passport, or passport card to DHS for review by:
 - A. Scanning and uploading the document, or
 - B. Sending a photocopy of the document by express mail (furnished and paid for by the employer).
7. The Employer understands that if it cannot determine whether there is a photo match/mismatch, the Employer must forward the employee's documentation to DHS as described in the preceding paragraph. The Employer agrees to resolve the case as specified by the DHS representative who will determine the photo match or mismatch.
8. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.
9. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

ARTICLE IV

SERVICE PROVISIONS

A. NO SERVICE FEES

1. SSA and DHS will not charge the Employer for verification services performed under this MOU. The Employer is responsible for providing equipment needed to make inquiries. To access E-Verify, an Employer will need a personal computer with Internet access.

ARTICLE V

MODIFICATION AND TERMINATION

A. MODIFICATION

1. This MOU is effective upon the signature of all parties and shall continue in effect for as long as the SSA and DHS operates the E-Verify program unless modified in writing by the mutual consent of all parties.
2. Any and all E-Verify system enhancements by DHS or SSA, including but not limited to E-Verify checking against additional data sources and instituting new verification policies or procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes.

B. TERMINATION

1. The Employer may terminate this MOU and its participation in E-Verify at any time upon 30 days prior written notice to the other parties. In addition, any Employer represented by the E-Verify Employer Agent may voluntarily terminate this MOU upon giving DHS 30 days' written notice.
2. Notwithstanding Article V, part A of this MOU, DHS may terminate this MOU, and thereby the Employer's participation in E-Verify, with or without notice at any time if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Employer, or a failure on the part of the Employer to comply with established E-Verify procedures and/or legal requirements. The Employer understands that if it is a Federal contractor, termination of this MOU by any party for any reason may negatively affect the performance of its contractual responsibilities. Similarly, the Employer understands that if it is in a state where E-Verify is mandatory, termination of this by any party MOU may negatively affect the Employer's business.
3. An Employer that is a Federal contractor may terminate this MOU when the Federal contract that requires its

participation in E-Verify is terminated or completed. In such cases, the Federal contractor must provide written notice to DHS. If an Employer that is a Federal contractor fails to provide such notice, then that Employer will remain an E-Verify participant, will remain bound by the terms of this MOU that apply to non-Federal contractor participants, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.

4. The Employer agrees that E-Verify is not liable for any losses, financial or otherwise, if the Employer is terminated from E-Verify.
5. Upon termination of the relationship between an Employer and their E-Verify Employer Agent, E-Verify cannot provide the Employer with its records. The Employer agrees to seek its records from the E-Verify Employer Agent.

ARTICLE VI

PARTIES

- A. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.
- B. Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Employer, its agents, officers, or employees.
- C. The Employer may not assign, directly or indirectly, whether by operation of law, change of control or merger, all or any part of its rights or obligations under this MOU without the prior written consent of DHS, which consent shall not be unreasonably withheld or delayed. Any attempt to sublicense, assign, or transfer any of the rights, duties, or obligations herein is void.
- D. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Employer.
- E. The Employer understands that its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to, Congressional oversight, E-Verify publicity and media inquiries, determinations of compliance with Federal contractual requirements, and responses to inquiries under the Freedom of Information Act (FOIA).
- F. The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer, the E-Verify Employer Agent, and DHS respectively. The Employer understands that any inaccurate statement, representation, data or other information provided to DHS may subject the Employer, its subcontractors, its employees, or its representatives to: (1) prosecution for false statements pursuant to 18 U.S.C. 1001 and/or; (2) immediate termination of its MOU and/or; (3) possible debarment or suspension.
- G. The foregoing constitutes the full agreement on this subject between DHS, the Employer, and the E-Verify Employer Agent. Florida Design Drilling Corporation (Employer) hereby designates and appoints Loffer Shellie (E-Verify Employer Agent), including its officers and employees, as the E-Verify Employer Agent for the purpose of carrying out (Employer) responsibilities under the MOU between the Employer, the E-Verify Employer Agent, and DHS.

Company ID Number:11557

Client Company ID Number:1534825

If you have any questions, contact E-Verify at 1-888-464-4218.

Approved by:

Employer Florida Design Drilling Corporation	
Name (Please Type or Print) Jeanine Alfieri	Title
Signature Electronically Signed	Date April 22, 2020
E-Verify Employer Agent HireRight, LLC. (v30)	
Name (Please Type or Print) Loffer Shellie	Title
Signature Electronically Signed	Date April 22, 2020
Department of Homeland Security - Verification Division	
Name USCIS Verification Division	Title
Signature Electronically Signed	Date April 22, 2020

Company ID Number:11557

Client Company ID Number:1534825

Information Required for the E-Verify Program	
Information relating to your Company:	
Company Name	Florida Design Drilling Corporation
Company Facility Address	7733 Hooper Road West Palm Beach, FL 33411
Company Alternate Address	7733 Hooper Road West Palm Beach, FL 33411
County or Parish	Palm Beach
Employer Identification Number	20-2779560
North American Industry Classification Systems Code	Heavy And Civil Engineering Construction (237)
Parent Company	
Number of Employees	20 to 99
Number of Sites Verified for	1

2024 FLORIDA LIMITED LIABILITY COMPANY ANNUAL REPORT

DOCUMENT# L22000534697

Entity Name: FLORIDA DESIGN DRILLING LLC

Current Principal Place of Business:

7733 HOOPER ROAD
WEST PALM BEACH, FL 33411

Current Mailing Address:

7733 HOOPER ROAD
WEST PALM BEACH, FL 33411 US

FEI Number: 20-2779560

Certificate of Status Desired: No

Name and Address of Current Registered Agent:

RINGDAHL, DANIEL
7733 HOOPER ROAD
WEST PALM BEACH, FL 33411 US

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

SIGNATURE: DANIEL RINGDAHL

02/20/2024

Electronic Signature of Registered Agent

Date

Authorized Person(s) Detail :

Title MGR, CEO
Name RINGDAHL, DANIEL C
Address 7733 HOOPER ROAD
City-State-Zip: WEST PALM BEACH FL 33411

Title MGR, PRESIDENT
Name RINGDAHL, NOAH D
Address 7733 HOOPER ROAD
City-State-Zip: WEST PALM BEACH FL 33411

Title SENIOR VP
Name HOLST, JEFFREY TURNER
Address 7733 HOOPER ROAD
City-State-Zip: WEST PALM BEACH FL 33411

Title CONTROLLER
Name WILLIAMS, PAULA V
Address 7733 HOOPER ROAD
City-State-Zip: WEST PALM BEACH FL 33411

Title VP
Name HOLST, BRANDON K
Address 7733 HOOPER ROAD
City-State-Zip: WEST PALM BEACH FL 33411

Title VP
Name BLACK, MICHAEL
Address 7733 HOOPER ROAD
City-State-Zip: WEST PALM BEACH FL 33411

Title SECRETARY
Name ALFIERI, JEANINE
Address 7733 HOOPER ROAD
City-State-Zip: WEST PALM BEACH FL 33411

I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am a managing member or manager of the limited liability company or the receiver or trustee empowered to execute this report as required by Chapter 605, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.

SIGNATURE: DANIEL RINGDAHL

CEO

02/20/2024

Electronic Signature of Signing Authorized Person(s) Detail

Date



HEALTH AND SAFETY PLAN

Florida Power & Light (FPL)
Turkey Point Nuclear Generating Station Well Project
Homestead, Miami-Dade County, Florida

Prepared for:
FPL
9760 SW 344th Street
Florida City, Florida 33035

Prepared by:
Florida Design Drilling Corporation
7733 Hooper Road
West Palm Beach, FL 33411

January 5, 2023

SITE SPECIFIC HEALTH AND SAFETY PLAN SUMMARY

Contact Information

SITE NAME: Turkey Point Nuclear Generating Station
 LOCATION: East Palm Drive and Biscayne Bay, Homestead, FL 33033
 NAME OF CONTRACTOR: Florida Design Drilling Corporation
 ADDRESS: 7733 Hooper Road
 West Palm Beach, Palm Beach County, FL 33411
 COMPANY SAFETY OFFICER: Nick Martin
 PROJECT SUPERINTENDENT: Bobby Schmidt (until 4/2023)
 Wes Lawson (after 4/2023)
 CEO: Dan Ringdahl
 PRESIDENT: Noah Ringdahl

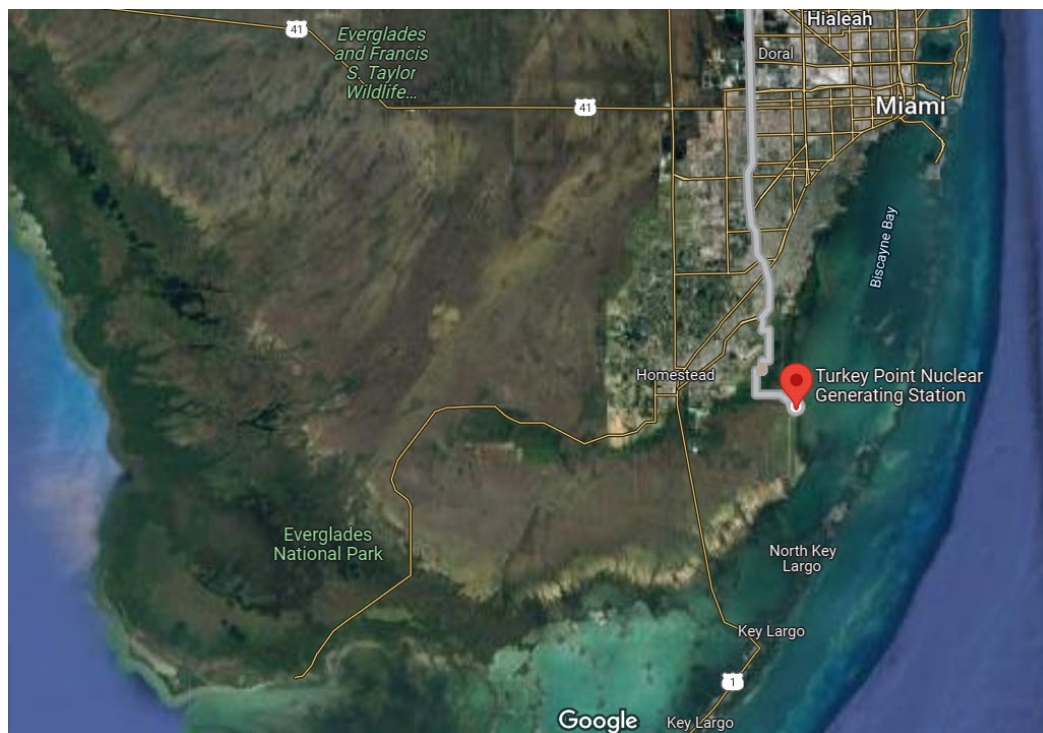
EMERGENCY CONTACT INFORMATION

**** Call 911 for all emergencies ****

AGENCY	PHONE NUMBERS
Baptist Health Homestead Hospital (local)	(786) 243-8000
Local Fire Department	911
Local Police	911
WASD Emergency Communication Center	(305) 274-9272
Poison Control	1-800-222-1222
FDD Project Manager, Brandon Holst	561-568-1231
FDD Site Supervisor, Bobby Schmidt (until 4/2023) Wes Lawson (after 4/2023)	305-395-1028 501-304-0239
FDD, Health and Safety Coordinator, Nick Martin	561-222-6823

Site Map

Site address: East Palm Drive and Biscayne Bay, FL 33033



ROUTE TO HOSPITAL

Baptist Health Homestead Hospital
975 Baptist Way
Homestead, FL 33035
Phone Number: (786) 243-8000

Route to Hospital - Approximately 17 minutes, 9 miles

Turkey Point Nuclear Generating Station
Homestead, FL 33033

- Take Florida City Canal, SW 344th St/Palm Dr, SW 117th Ave/Colonial Rd and SW 328th St/N Canal Dr to SW 137th Ave/Tallahassee Rd in Homestead

12 min (6.6 mi)

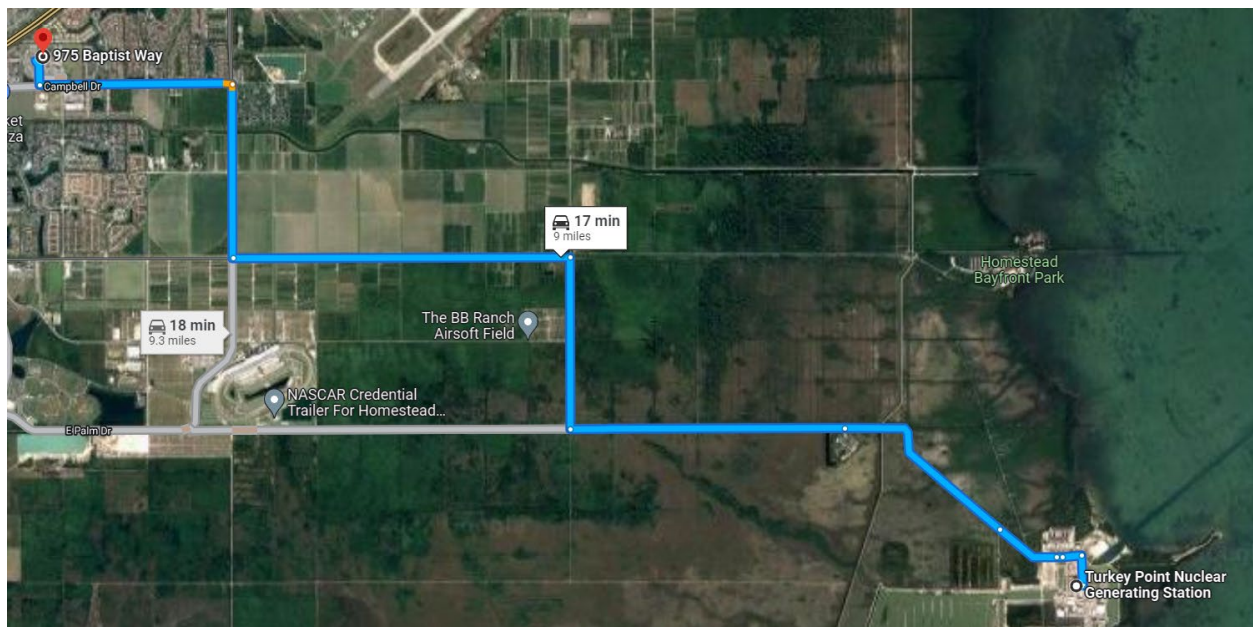
- Take SW 312th St/NE 8th St/Campbell Dr to Baptist Way

4 min (2.2 mi)

- Turn right onto Baptist Way
i Destination will be on the right

57 sec (0.2 mi)

975 Baptist Way
Homestead, FL 33033



Contents

SITE SPECIFIC HEALTH AND SAFETY PLAN SUMMARY	2
Contact Information.....	2
Site Map.....	3
ROUTE TO HOSPITAL.....	4
APPROVALS	5
1.0 GENERAL INFORMATION	8
1.1 General HASP Requirements	8
1.2 Responsibilities	8
2.0 PROJECT DESCRIPTION.....	10
2.1 Description of Work.....	10
2.2 Scope of work.....	10
2.3 Project Personnel.....	10
3.0 HAZARD ANALYSIS.....	11
3.1 General Hazard Assessment	11
3.2 Hazard Controls.....	11
4.0 CHEMICALS ON SITE.....	18
5.0 PERSONAL PROTECTIVE EQUIPMENT	19
5.1 Levels of PPE	19
6.0 SITE/EMPLOYEE MONITORING	22
6.1 Personal Sampling.....	22
6.2 Dust Control	22
7.0 WORK ZONE CONTROL	24
7.1 General Work Practices.....	24
7.2 Site Entry Procedures and Control.....	24
8.0 EMERGENCY PROCEDURES.....	25
8.1 Reporting Emergencies	25
8.1.1 Alarm System	25
8.2 Evacuation Procedures	26
8.3 Medical Emergencies	26
8.3.1 First Aid	26
8.3.2 Medical Emergency Phone Number	27
8.4 Fire Emergency.....	27

8.5	Hazardous Material Spill/Odor (see attached Spill Response Plan)	27
8.6	Workplace Violence/Terrorism	28
8.7	Critical Operations	28
8.8	Safety Accident/Incident Reporting.....	28
8.9	Underground Service Line Contact	28
9.0	SITE-SPECIFIC SAFETY TRAINING	30
10.0	HEALTH AND SAFETY PLAN ACKNOWLEDGEMENT.....	31

Appendix A: Daily/Weekly Tailgate Safety Meeting

Appendix B: Associated Programs and Procedures

Acidization Installation, Disposal, Header and Safety Procedure
Accident Prevention Plan
Spill Response Plan
Waste Management Plan
Hurricane Preparedness Plan

1.0 GENERAL INFORMATION

1.1 General HASP Requirements

This HASP was prepared to inform all Florida Design Drilling (FDD) employees of known or anticipated potential hazards at the site. It is expected that all FDD employees follow the guidelines and rules outlined in this HASP, as well as other OSHA regulations not specifically mentioned in this document. This document establishes minimum personnel protection requirements, safety practices and procedures. If conditions change, and additional hazards not addressed in this HASP are discovered, FDD employees should cease operations, contact the Project Manager and remove themselves from the unsafe condition, if necessary.

Each FDD employee shall review and comply with all aspects of this health and safety plan. Each subcontractor and visitor should review this HASP; however, each subcontractor shall prepare their own site-specific HASP and be responsible for their own employees. All field personnel must follow required safety procedures, be alert to hazards that may or may not be outlined in this document and use common sense while working around hazardous conditions at the site.

1.2 Responsibilities

Project Manager

The FDD Project Manager shall be responsible for all site activities and for the safety of operations and health and safety of all personnel. The FDD Project Manager has authority to direct response operations and shall:

1. Review site conditions and brief the Site Supervisor and Health and Safety Coordinator
2. Serve as the liaison with public officials and the General Contractor

Health and Safety Coordinator

The FDD Health and Safety Coordinator will provide resources for necessary safety equipment and shall be consulted on all related health and safety matters impacting the site. The H&S Coordinator shall:

1. Remain responsible for preparing this HASP and updating if/when conditions change
2. Assist the Site Supervisor with site inspections and correcting deficiencies as necessary
3. Ensure site personnel receive the proper training
4. Maintain all records
5. Prepare any accident investigation forms (if applicable)

Site Supervisor

The FDD Site Supervisor is responsible for field activities under the direction of the FDD Project Manager. This person is responsible for daily safety activities and implementation of this HASP to FDD employees, subcontractors and visitors. Additionally, the FDD Site Supervisor shall:

1. Manage field operations of FDD employees
2. Control access and entry to FDD working areas
3. Enforce safety procedures

4. Perform daily safety meetings and tailgate talks and keep written documentation
5. Monitor site conditions for potential hazards and unsafe conditions (weather, physical changes in the field, chemical issues)
6. Ensure all necessary health and safety equipment is on site and in good condition
7. Modify personal protective equipment as necessary to accommodate any site changes
8. Communicate effectively to the Project Manager any changes to the site, unsafe conditions, noncompliance of FDD employees, subcontractors or visitors
9. Conduct regular inspections as required to enforce this health and safety plan
10. Maintain authority to stop work if unsafe conditions are observed
11. Coordinate emergency medical care
12. Assist in the preparation of accident forms, if needed

FDD Personnel

FDD employees working on the site shall:

1. Take all necessary steps to protect themselves and prevent injury to themselves and fellow FDD employees, subcontractors or visitors
2. Perform only tasks that they have the required knowledge and necessary training to perform safely
3. Stop any activities where they feel unsafe and report the condition to the NRB Site Supervisor
4. Report all accidents or near misses to the FDD Site Supervisor immediately

2.0 PROJECT DESCRIPTION

2.1 Description of Work

The work to be performed at the site consists of constructing two (2) new deep injection wells and one (1) new dual zone monitoring well.

2.2 Scope of work

Mobilization/Demobilization

Mobilization and demobilization represent limited pre and post-task activities. These activities include transporting equipment to site, site preparation, rocking up drill sites, installing access roads, setting up field office trailer, setting up sanitary facilities and eyewash stations, setting up dumpsters, installing pit casings, installing drilling containment pads, installing pad monitoring wells, setting up drill rig,; and post-work activities, such as disassembling drill rig, removing and transporting equipment from site, plugging and abandoning pad monitoring wells, removing drilling containment pads, removing sanitary facilities and eyewash stations, removing dumpsters, removing field office trailer, site restoration.. This activity does not represent any intrusive activities. Electrical hook-up and disconnect for office trailers must be performed by a licensed electrical subcontractor.

Site Preparation

Site preparation includes utility mark-out and clearance, and the set-up of other work support related items are included as well. Other site preparation activities will include the verification of utility mark-outs and presence of the clear dig permits (on-site). All utility clearance shall be obtained by the authorizing authority for the subject site. If utility locations cannot be verified on-site by the public authority, then a private utility location contractor may need to be utilized to confirm/deny the presence of private underground utilities on the site.

Well Installation

Well installation includes drilling operations, setting and cementing casing, and well development. All required permits shall be obtained before drilling operations begin.

2.3 Project Personnel

Title	Name	Company	Mobile Phone
Project Manager	Brandon Holst	FDD	561-568-1231
Site Supervisor	Bobby Schmidt (until 4/2023) Wes Lawson (after 4/2023)	FDD	305-395-1028 501-304-0239
Health and Safety Coordinator	Nick Martin	FDD	561-222-6823

3.0 HAZARD ANALYSIS

3.1 General Hazard Assessment

Activity/Job Description	Subsurface	Traffic	Physical	Mechanical	Electrical	Chemical	Thermal	Acoustical	Ergonomic	Explosive/Fire	Oxygen Deficiency	UV Hazard	Biohazard	Confined Space	Working near Water	Endangered Species
Site Preparation/ Equipment Mobilization		X	X	X	X	X	X					X	X		X	X
Drilling	X		X	X	X	X	X	X	X			X	X		X	
Set Casing	X		X	X		X	X		X			X	X		X	
Well Development	X		X	X		X	X		X			X	X		X	
Welding			X	X			X		X	X		X	X		X	
Acidization Installation	X		X			X				X					X	

3.2 Hazard Controls

Subsurface Hazards – Various forms of underground/overhead utility lines or pipes may be encountered during site activities. Ensure that buried utilities at the site have been located and marked either by the respective utility company or public utility location company. If the location is unclear or there is not enough information to accurately determine the location of an underground utility, FDD employees will hand clear or use careful digging techniques to a depth of at least five feet (5') below ground surface.

Traffic Hazards – Portions of site activities may be located in a street where vehicular and pedestrian traffic will be present. When working in or near areas where traffic hazards may be present, personnel shall isolate the work area using cones, flagging, or other methods to ensure a safe work zone. ANSI-rated high visibility safety vests should be worn by personnel when working in high traffic areas.

Mechanical Hazards – When heavy, mobile equipment is being utilized on site, FDD personnel will wear high visibility clothing and maintain a constant line-of-sight with the equipment operators. FDD personnel shall not attempt to operate equipment brought on site by the subcontractor (i.e., crane). Site personnel shall familiarize themselves with the equipment being utilized on site and shall, at a minimum, know how to stop or turn off the equipment. During emergencies, there shall be no operation of equipment unless the individual is specifically trained.

Physical Hazards – Working around the site will pose slip, trip and fall hazards due to equipment or slippery surfaces. FDD personnel shall minimize the risk of slips, trips, and falls by maintaining good housekeeping and keeping the work area clear of excess equipment. Wet surfaces should be dried as soon as possible.

Special care should be taken in the production areas where personnel are working and equipment and materials are being used and stored. Manual lifting of heavy objects may be required. Failure to follow proper lifting techniques can result in back injuries or strains.

Electrical Hazards – FDD employees may use hand and power tools which present a variety of hazards including physical harm from being struck by flying objects, cut by, fire or electrocution. Maintain at least a 10-foot (10') clearance from all marked locations and overhead power lines; greater distances are required when working near overhead power lines with higher voltages. Contact the utility company for minimum clearance requirements. If work is unavoidably close to buried or overhead power lines, have the power turned off with the circuit breaker locked and tagged. Properly ground all electrical equipment. Avoid standing in water when operating electrical equipment. Ground fault outlets shall be used for any electrical equipment, if available.

Chemical Hazards – FDD personnel, contractors, subcontractors, and visitors shall wear appropriate personal protective equipment (PPE) while performing site activities (see Personal Protection section of this HASP). At a minimum, equipment shall include safety glasses, steel-toed boots, and hard hats (when overhead work being performed or when overhead hazards exist). FDD personnel shall familiarize themselves with the appropriate health and safety responses for exposure to known on-site chemicals prior to beginning work at the site. See Appendix for chemical safety data. Consult with the FDD Health and Safety Coordinator for any personal air monitoring requirements.

Thermal Hazards – Heat stress is a serious potential hazard. The potential hazards include dehydration, cramps, heat rash, heat exhaustion and heat stroke. If FDD workers experience the signs of heat illness, they should seek immediate medical attention. FDD personnel should consume plenty of liquids such as water or noncaffeinated sport drinks.

Acoustical Hazards – Noise is a potential hazard associated with the operation of heavy equipment and power tools. Workers with an 8-hr time weighted average of exposures exceeding 85 dBA shall be included in a Hearing Conservation. Hearing protection will be worn by all personnel operating or working within the vicinity of heavy equipment; when noise is sufficient to interfere with general conversation at a normal speaking volume; when noise levels exceed 85dBA; and/or when site requirements indicates mandatory use.

Dust Hazards - Dust is a potential hazard associated with the site tasks. Workers exceeding the OSHA PEL shall wear an appropriate properly fitted respirator. If dust generation is anticipated, specific controls will be in place to prevent dust generation. If dust is observed reaching or approaching the site boundary, activities causing the dust will be immediately stopped. Dust control measures (water spray, soil covers, slower work pace, or change in work activities) will be deployed prior to resuming work.

Ergonomic Hazards – Proper lifting techniques, such as keeping the back straight and legs bent, shall be utilized when lifting equipment. If the equipment cannot be lifted in this manner, it is too heavy to lift alone. Call other personnel or use a mechanical device for lifting.

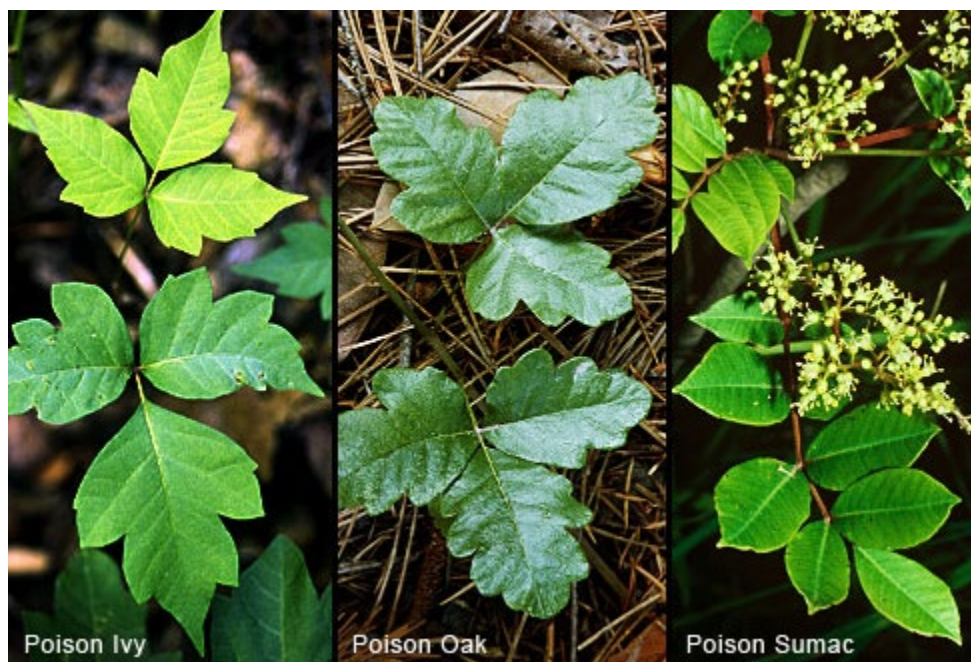
Fire and Explosion Hazards – Prior to starting work, a review of the site shall be conducted for potential hazards. The presence of petroleum and solvent contaminated material presents a potential fire hazard. Smoking and use of open flame will be prohibited at the site.

Oxygen Deficiency Hazards – FDD personnel shall ensure that ventilation is increased to the maximum extent possible and that equipment generating combustion exhaust is vented to the exterior of the building while working inside of site buildings. If direct air monitoring readings (see Monitoring section) suggest an oxygen deficiency, take measures to increase work zone ventilation or consult the FDD Project Manager or Health and Safety Coordinator to evaluate alternatives.

Ultraviolet Hazards – FDD employees will be exposed to very high UV when working outdoors. Workers are susceptible to sunburn if not properly protected with sunscreen and/or protective clothing (hats, long sleeve shirts, etc.).

Biohazards – FDD employees may contact biological hazards such as poisonous plants, insects, animals, or exposure to bloodborne pathogens, bacteria or mold. Long sleeves will help protect against insect bites and exposure to poisonous plants. If desired and if pesticides are not a potential contaminant of concern at the site, an insect repellant may be applied to clothing in accordance with the manufacturer's directions. Site personnel should also avoid contact with animals whenever possible. Site personnel shall not perform first aid unless trained to do so. Please see Endangered Species Plan Attached to this program.

Figure 1. Poison Ivy/Oak/Sumac Identification Guide



- Three leaflets per stem
- Vine or shrub
- Young leaves are light green & serrated

- Three leaves per stem
- Resembles oak leaves
- Vine or shrub

- 9-13 leaflets per stem
- Round leaves, pointed tips
- Shrub or small tree

Confined Space/Excavation Hazards - FDD personnel entry into trenches or unshored excavations within the work area is not permitted. No other known confined spaces are known to exist at the site. If found, this health and safety plan shall be modified.

Working on or near water – If work takes place over water, the following must be in place:

1. A skiff or boat for emergency rescue operations, equipped with paddle or oars, a ring buoy or other life preserver, and a reach extension device. Where water current exists, the skiff or boat must be motorized or occupied at all times. A safety line may be connected between the boat and a structural member capable of maintaining the position of the boat. Under all conditions, the skiff or boat must be located such that it is available for immediate use if an emergency arises. It must not be kept locked or otherwise unavailable.
 2. One or more ring buoys, with at least 90 ft (27.4 m) of line attached, located at 200 ft (61.0 m) intervals across the distance of the work area that is over water.
- In addition, workers exposed to a risk of falling into the water from a height of 6 ft (1.8 m) or more, and not protected by railings or netting, must be protected by a OSHA-approved fall arrest system (lanyard and harness or belt attached to a life-line or other suitable tie-off point), as required by 1926 Subpart M.
 - Employees should not work alone, where practical, in situations where a drowning hazard exists.
 - All safety equipment and personal protective equipment must meet OSHA standards. Equipment includes personal fall arrest systems, safety lines, safety nets, life preservers and personal flotation devices, and safety boats. Safety equipment must be inspected prior to and periodically during each use. Equipment showing signs of mildew, broken fibers, deterioration, excessive wear or damage which could materially affect its strength, must be removed from service. Equipment should not be allowed to become wet and should be stored in a dry location away from caustics or corrosives or other sources of damage. If equipment does become wet, it must be thoroughly dried before storing.
 - Drowning protection must be provided for workers in areas where the danger of drowning exists and passive fall protection (OSHA-specified nets or railing) are not present to prevent workers from entering the water. When active fall protection (lanyards, etc.) is provided, or the workers must work outside the railing, drowning protection is required.
 - OSHA does not provide specific criteria to determine when the risk of drowning is present. It is considered to exist at any time the depth of water exceeds 5 ft (1.5 m) (or is subject to sudden depth fluctuations to 5 ft (1.5 m) or greater). For depths less than 5 ft (1.5 m), the risk of drowning may exist if swift currents are present, or if a fall into the water may result in the person becoming unconscious or otherwise disabled. Even for depths as shallow as 2 ft (0.6 m) or less, drowning protection may be required under some conditions.
 - Any workers who may be exposed to accidentally entering the water must wear a U.S. Coast Guard-approved life jacket or buoyant work vest at all times.
 - Vessel and Barge Operation
 - Comply with Coast Guard manning and safety equipment regulations (e.g., licensed/qualified staff based on size and service of the vessel, personal flotation devices, lifeboats, flares, charts for area of operation) applicable to the commercial operation of the vessel, including those related to vessel inspections.

- Ensure that vessels used to pull or push other platforms (e.g., barges) are of suitable design and horsepower.
- Take extra care when navigating because landmarks, navigational aids, and underwater hazards may have shifted. Also look for overhead hazards from tree limbs, hanging power lines, and other debris that may fall and/or strike response and recovery workers.
- Use buoys to mark locations of submerged materials.
- Do not allow workers to pass fore, aft, over, between, and around barge decks unless there is a walkway or another means for safe passage.
- Provide fall protection if individuals must stand at an outboard or inboard edge without sufficient bulwark, rail, coaming or other protection.
- Coast Guard-approved Type I or II personal floatation devices.

Weather Hazards - Extreme weather can impact work at the site. The Site Supervisor shall be knowledgeable to daily weather forecasts for the area each day. Severe weather can occur with little warning. Heavy rain may cause physical hazards (slip, fall) and lightning strikes during electrical storms can cause hazardous conditions.

- Hurricanes – Florida hurricane season typically runs June 1 through November 30 each year. Details on FDD's Tropical Storm and Hurricane procedures are found in the Appendix.
- Thunderstorms - OSHA and NOAA recommend that employers and supervisors follow these lightning safety best practices for workers whose jobs involve working outdoors:

Check NOAA Weather Reports: Prior to beginning any outdoor work, employers and supervisors should check NOAA weather reports (weather.gov) and radio forecasts for all weather hazards. OSHA recommends that employers consider rescheduling jobs to avoid workers being caught outside in hazardous weather conditions. When working outdoors, supervisors and workers should continuously monitor weather conditions. Watch for darkening clouds and increasing wind speeds, which can indicate developing thunderstorms. Pay close attention to local television, radio, and Internet weather reports, forecasts, and emergency notifications regarding thunderstorm activity and severe weather.

Seek Shelter in Buildings: Employers and supervisors should know and tell workers which buildings to go to after hearing thunder or seeing lightning. NOAA recommends seeking out fully enclosed buildings with electrical wiring and plumbing. Remain in the shelter for at least 30 minutes after hearing the last sound of thunder.

Vehicles as Shelter: If safe building structures are not accessible, employers should guide workers to hard-topped metal vehicles with rolled up windows. Remain in the vehicle for at least 30 minutes after hearing the last sound of thunder.

If Caught Outside in a Thunderstorm

Follow NOAA's recommendations to decrease the risk of being struck.

- Lightning is likely to strike the tallest objects in each area—you should not be the tallest object.
- Avoid isolated tall trees, hilltops, utility poles, cell phone towers, cranes, large equipment, ladders, scaffolding, or rooftops.

- Avoid open areas, such as fields. Never lie flat on the ground.
- Retreat to dense areas of smaller trees that are surrounded by larger trees, or retreat to low-lying areas (e.g., valleys, ditches) but watch for flooding.
- Avoid water, and immediately get out of and away from bodies of water (e.g., pools, lakes). Water does not attract lightning, but it is an excellent conductor of electricity.
- Avoid wiring, plumbing, and fencing. Lightning can travel long distances through metal, which is an excellent conductor of electricity.
- Stay away from all metal objects, equipment, and surfaces that can conduct electricity.
- Do not shelter in sheds, pavilions, tents, or covered porches as they do not provide adequate protection from lightning.
- Seek fully-enclosed, substantial buildings with wiring and plumbing. In modern buildings, the interior wiring and plumbing will act as an earth ground. A building is a safe shelter if you are not in contact with anything that can conduct electricity (e.g., electrical equipment or cords, plumbing fixtures, corded phones). Do not lean against concrete walls or floors (which may have metal bars inside).

Welding Hazards - Welding and cutting operations present various safety and health hazards.

- Only qualified welders should be authorized to do welding, heating, or cutting.
- Inspect work areas for fire hazards and proper ventilation before welding or cutting
- Avoid welding or cutting sparks and hot slag. Be alert to hot surfaces and avoid touching metal surfaces until they have cooled.
- Place compressed gas cylinders in an upright position and secure in place to prevent dropping or falling. Handle with extreme care and do not store near any sources of heat.
- Remove any combustibles when welding or cutting must be done. If removal is not feasible, cover combustibles with a noncombustible material. When welding near any combustible material, another employee must be posted to serve as a fire watch. Make sure this person has a fire extinguisher available and keep him/her in the area after welding/cutting is completed until all danger of fire is past. A hot-work permit system may be used at some jobsites, such as welding in permit-required confined spaces or welding on bridges that have pipelines containing hazardous materials.
- When working in the vicinity of welding operations, wear approved eyewear and avoid looking directly at the flash as serious flash burns could result.
- When opening valves on tanks that have regulators installed, be sure the pressure adjustment screw is all the way out and do not stand in front of the regulator. An internal failure could rupture the regulator and cause the adjustment screw to become a missile.
- Primers, paints, and other coatings should be removed, where feasible, from the area to be heated and for at least 4 in (10.2 cm) on all sides; when working with thin pieces of metal, it may be necessary to remove coatings even further from the area to be heated.
- When transporting, moving, and storing compressed gas cylinders, always ensure that the valve protection caps are in place and secured.
- Secure cylinders on a cradle, slingboard, or pallet when hoisting. Never hoist or transport the cylinders by means of magnet or choker slings.
- Move cylinders by tilting and rolling them on their bottom edges. Do not allow cylinders to be dropped, struck, or come into contact with other cylinders violently.
- Secure cylinders in an upright (vertical) position when transporting by powered vehicles.
- Do not hoist cylinders by lifting on the valve protection caps.

- Remove regulators and secure valve protection caps prior to moving cylinders, unless cylinders are firmly secured on a special carrier intended for transport.
- Close the cylinder valve when work is finished, when cylinders are empty, or when cylinders are moved at any time.
- Secure compressed gas cylinders in an upright position (vertical) except when cylinders are actually being hoisted or carried.
- Oxygen cylinders should be stored at least 20 ft (6.1 m) from other combustible materials such as acetylene. Alternatively, oxygen and fuel gas cylinders may be separated by a 5 ft-high (1.5 m).

4.0 CHEMICALS ON SITE

The following chemicals will be used at the site. Safety Data Sheets are provided in the Appendix.

Chemical	Operations	Exposure Routes	Controls
Portland Cement	Cementing casing	Inhalation Skin Contact Eye Contact	Dust control APF 10 where required Gloves Safety goggles/face shields
Calcium Hypochlorite	Well disinfection	Skin Contact Eye Contact Inhalation (if dusty)	Gloves Safety goggles/face shields Respirator (if dusty)
Quik-Gel Gold	Mud Drilling	Inhalation Skin Contact Eye Contact	Ventilation Work Gloves Safety glasses/goggles If significant exposures: min N95
Quik-Trol Gold LV	Mud Drilling	Inhalation Skin Contact Eye Contact Ingestion	Ventilation Work Gloves Coveralls Safety glasses/goggles If significant exposures: min N95 Do not allow material to contaminate ground water
EZ-MUD Gold	Mud Drilling	Inhalation Skin Contact Eye Contact Ingestion	Ventilation Work Gloves Coveralls Safety glasses/goggles If significant exposures: min N95 Do not allow material to contaminate ground water
32% Hydrochloric Acid	Well Acidization	Inhalation Skin Contact Eye/Face Contact Ingestion	Ventilation Chemical resistant gloves Chemical resistant clothing Safety goggles/face shields Thermal protective clothing Good Personal Hygiene

5.0 PERSONAL PROTECTIVE EQUIPMENT

Required Protective Equipment

Level of Protection					
Activity/Job Description	Level of PPE				
	A	B	C	Mod D	D
Site Preparation/Equipment Mobilization				X	
Drilling				X	
Set/Cement Casing			X		
Well Development				X	
Welding				X	
Acidization Installation			X		

5.1 Levels of PPE

Level A - To be selected when the greatest level of skin, respiratory, and eye protection is required. The following constitute Level A equipment and may be used as appropriate:

- Positive pressure, full face-piece self-contained breathing apparatus (SCBA), or positive pressure supplied air respirator with escape SCBA, approved by the National Institute for Occupational Safety and Health (NIOSH)
- Totally encapsulating chemical-protective suit
- Coveralls (Optional)
- Long underwear (Optional)
- Gloves, outer, chemical-resistant
- Gloves, inner, chemical-resistant
- Boots, chemical-resistant, steel toe and shank
- Hard hat (under suit) (Optional)
- Disposable protective suit, gloves and boots (depending on suit construction, may be worn over totally encapsulating suit)

Level B - The highest level of respiratory protection is necessary, but a lesser level of skin protection is needed. The following constitute Level B equipment; it may be used as appropriate.

- Positive pressure, full-facepiece self-contained breathing apparatus (SCBA), or positive pressure supplied air respirator with escape SCBA (NIOSH approved)
- Hooded chemical-resistant clothing (coveralls and long-sleeved jacket; coveralls; one or two-piece chemical-splash suit; disposable chemical-resistant coveralls)
- Coveralls (Optional, as applicable)
- Gloves, outer, chemical-resistant
- Gloves, inner, chemical-resistant
- Boots, outer, chemical-resistant steel toe and shank
- Boot-covers, outer, chemical-resistant (disposable) (Optional, as applicable)
- Hard hat (Optional, as applicable)
- Face shield (Optional, as applicable)

Level C - The concentration(s) and type(s) of airborne substance(s) is known and the criteria for using air purifying respirators are met. The following constitute Level C equipment; it may be used as appropriate.

- Full-face or half-mask, air purifying respirators (NIOSH approved)
- Hooded chemical-resistant clothing (overalls; two-piece chemical-splash suit; disposable chemical-resistant overalls)
- Coveralls (Optional, as applicable)
- Gloves, outer, chemical-resistant
- Gloves, inner, chemical-resistant
- Boots (outer), chemical-resistant steel toe and shank (Optional, as applicable)
- Boot-covers, outer, chemical-resistant (disposable) (Optional, as applicable)
- Hard hat (Optional, as applicable)
- Escape mask (Optional, as applicable)
- Face shield (Optional, as applicable)
- Reflective traffic vest

Level D (Modified)

- Safety glasses with side shields or chemical splash goggles
- Safety boots/shoes (toe-protected)
- Disposal chemical resistant boot covers
- Coveralls
- Hard hat
- Long sleeve shirt and work pants
- Nitrile gloves
- Hearing protection (as needed)
- Reflective traffic vest

Level D - The following constitute Level D equipment; it may be used as appropriate:

- Long pants
- Gloves (Optional, as applicable)
- Boots/shoes
- Boots, outer, chemical-resistant (disposable) (Optional, as applicable)
- Safety glasses or chemical splash goggles (Optional, as applicable)
- High visibility vest
- Hard hat
- Hearing protection (Optional, as applicable)
- Escape mask (Optional, as applicable)
- Face shield (Optional, as applicable)

REQUIRED PERSONAL PROTECTIVE EQUIPMENT LIST			
EQUIPMENT	REQUIRED	RECOMMENDED	NOTES
Hard Hat	X		
Work Boots	X		
Safety Glasses/Goggles	X		
Outer Disposal Boots			
Coveralls or Long Sleeve Shirt and Pants	X		
Tyvek Suit			
Chemical Resistant Clothing	X		During acidization
Hearing Protection	X		As needed
Gloves - Leather			
Gloves - Nitrile	X		While using Portland Cement
Gloves - Rubber	X		While using Calcium Hypochlorite
Respirator - N95	X		As needed
Respirator - half face negative pressure	X		While generating dust using Portland Cement. See Section 6.2
Respirator - full face negative pressure	X		While performing acidization
Powered Air Purifying Respirator			
SCBA			
Other: Welding shield	X		During welding operations
Thermal Protective Clothing	X		During acidization
Face Shield	X		During acidization
Chemical Resistant Gloves	X		During acidization

6.0 SITE/EMPLOYEE MONITORING

6.1 Personal Sampling

Should site activities warrant performing personal sampling (breathing zone) to better assess chemical exposures experienced by FDD employees, the site safety officer, under the direction of a Certified Industrial Hygienist (CIH), Certified Safety Professional (CSP) will be responsible for specifying the monitoring required. Within five working days after the receipt of monitoring results, FDD will notify each employee, in writing, of the results that represent that employee's exposure. Copies of air sampling results will be maintained in FDD files.

6.2 Dust Control

FDD staff performs tasks that have the potential to generate respirable crystalline silica. Engineering and work practice controls will be implemented during tasks with potential to generate dust. A silica competent person, as required by 29CFR 1126.153 will oversee operations. FDD will utilize PPE requirements outlined in Table 1.

Equipment/Task	Engineering and Work Practice Control	Time (hrs)/shift	Indoors/ Outdoors	Required Respiratory Protection (Min APF)
Handheld grinders for uses other than mortar removal	Use saw equipped with integrated water delivery system that continuously feeds water to the blade. Operate and maintain tool in accordance with manufacturer's instructions to minimize dust emissions.	<4 hours	Outdoors	None
Walk-behind saws	Use saw equipped with integrated water delivery system that continuously feeds water to the blade. Operate and maintain tool in accordance with manufacturer's instructions to minimize dust emissions.	<4 hours	Outdoors	None
Rig-mounted core saws or drills	Use tool equipped with integrated water delivery system that supplies water to cutting surface. Operate and maintain tool in accordance with manufacturer's instructions to minimize dust emissions.	<1 Hour	Outdoors	None

Equipment/Task	Engineering and Work Practice Control	Time (hrs)/shift	Indoors/ Outdoors	Required Respiratory Protection (Min APF)
Handheld and stand-mounted drills (including impact and rotary hammer drills)	Use drill equipped with commercially available shroud or cowling with dust collection system. Operate and maintain tool in accordance with manufacturer's instructions to minimize dust emissions. Dust collector must provide the air flow recommended by the tool manufacturer, or greater, and have a filter with 99% or greater efficiency and a filter-cleaning mechanism. Use a HEPA-filtered vacuum when cleaning holes. FL Drilling: Vacuum attachments for Hilti and Bosch hammer drills, vacuum 2/ HEPA filters.	<1 Hour	Outdoors	None
Jackhammers and handheld powered chipping tools	Use tool with water delivery system that supplies a continuous stream or spray of water at the point of impact.	<1 Hour	Outdoors	None
Grout Mixing/Cement during drilling operations	Bags are gently cut, and material is slowly placed into mixer minimizing potential escaping dust. Visible emissions will be monitored, and corrections taken if dust escapes.	>4 hrs	Outdoors	APF 10

7.0 WORK ZONE CONTROL

7.1 General Work Practices

- Smoking, eating, drinking, and chewing gum or tobacco will not be permitted within the work zones.
- Personnel should keep track of weather conditions and wind direction to the extent they could affect potential exposure.
- Personnel should be alert to any abnormal behavior on the part of other workers that might indicate distress, disorientation, or other ill effects.
- Personnel should never ignore symptoms that could indicate potential exposure to chemical contaminants. These should be immediately reported to their Project Manager or the HSC.
- Site Personnel shall acquaint themselves with the locations of exits and fire extinguishers prior to beginning site work.
- Visible indicators of potential immediate danger to life and health (IDLH) conditions include:
 - Large containers and tanks that must be entered
 - Enclosed spaces such as tanks or trenches that must be entered
 - Potentially explosive or flammable situations (indicated by bulging drums, effervescence, gas generation, or instrument readings)
 - Extremely hazardous materials (such as cyanide, phosgene, or radiation sources)
 - Visible vapor clouds
 - Areas where biological indicators such as dead animals or vegetation are located

7.2 Site Entry Procedures and Control

It is the responsibility of the Site Supervisor to control the FDD work area and prohibit unauthorized access to potentially hazardous areas. When necessary, such as high traffic areas, the area may be marked with cones, barricades, or caution tape.

8.0 EMERGENCY PROCEDURES

8.1 Reporting Emergencies

Types of emergencies to be reported by site personnel include:

1. Medical Emergency
2. Fire
3. Hurricane
4. Chemical Spill or Odor
5. Extended Power Loss
6. Workplace Violence or Terrorism

In the event of a major or life-threatening emergency, FDD employees should call 911 as soon as possible to request emergency assistance. In addition, and when feasible (i.e., when its location doesn't represent a threat or danger to health and safety, and no evacuation order has been given) the employees should use the information provided at each site's Emergency Posting Notice to contact the appropriate person and/or support team.

An Emergency Posting Notice (Emergency Contact Page) should be placed at a visible location where employees will have easy access to it. During onsite Health and Safety Training, employees should be notified of the site-specific location of such notice. At minimum, the Emergency Posting Notice will identify the following:

- Superintendent and After Hours Contact Information
- Name, address and directions to job site
- Fire & Rescue – Phone Number
- Police Department – Phone Number
- Ambulance – Phone Number
- Nearest Hospital – Phone Number
- Nearest OSHA Office and OSHA 24-hour Hotline – Phone Number
- Map of job site that identifies the location of the area to assemble in the event of an emergency requiring evacuation

Also, Employees should be alerted verbally or by phone of any life-threatening emergencies by the site's Superintendent or person in charge. FDD requires that all employee cell phones shall be charged always. In the event of a minor or non-life-threatening emergency, employees should contact the Site Supervisor/Health and Safety Coordinator.

8.1.1 Alarm System

In the event of an emergency requiring evacuation of all employees, several warning systems may be utilized, depending on the work site conditions or emergency involved, including:

- a. Verbal Communication
- b. Vehicle Horn
- c. Air Horns

8.2 Evacuation Procedures

The following procedure applies to field personnel in case of an emergency:

1. In the event of an evacuation, FDD employees will be alerted verbally or by other means of warning as applicable to the working conditions.
2. After receiving or becoming aware of the emergency, FDD employees shall stop work.
3. Stay calm to avoid panic and confusion.
4. Alert any employees who are not evacuating to evacuate.
5. Do not go into restrooms. Do not go back to your workspace to pick-up personal items.
6. All employees must proceed to the nearest evacuation route. Familiarize yourself with evacuation routes prior to evacuation.
7. Go directly to the emergency evacuation assembly area, determined in advance by the site Supervisor / Superintendent.
8. Check in with the evacuation monitor (Site Supervisor)
9. Remain at the emergency evacuation area and await further instructions.
10. Do not re-enter the building or go back to the work site until given the “all clear” message has been given by proper authorities.

8.3 Medical Emergencies

1. For life-threatening injuries or illnesses, call 911.
2. Do not move victim unless absolutely necessary. Keep the injured person calm until help arrives.
3. Do not attempt to transport seriously sick or injured personnel to the hospital yourself. You may get lost or get stuck in traffic. You may not know the nearest medical facility capable of handling the emergency. Emergency medical services will be able to provide assistance and treatment immediately upon arrival and during transport.
4. Have someone meet the emergency medical services near the site entrance when they arrive.
5. In the case of rendering assistance to personnel exposed to hazardous materials, consult the Safety Data Sheet (SDS) and wear the appropriate personal protective equipment.
6. Attempt first aid ONLY if trained and qualified.

8.3.1 First Aid

1. Outside services will be the primary source of Emergency Medical Treatment (i.e., ambulance, medics, and fire department).
2. First Aid Kits will be maintained and accessible at all job sites. Contents of the First Aid Kit will adhere to requirements consistent with the number of employees working at the job site, and will be kept in a weatherproof container. The Site Supervisor will be responsible for performing weekly inventory checks to make sure used contents are replaced.
3. The Health and Safety Coordinator will ensure that a suitable number of employees are certified to provide First Aid / Emergency Medical Services. This training will be coordinated with the Safety Committee.
4. Only certified employees will be allowed to perform First Aid / Emergency Medical Services. Action taken will only be to the extent deemed necessary to preserve life.

8.3.2 Medical Emergency Phone Number

*** FOR LIFE-THREATENING EMERGENCIES DIAL 911.

Provide the following information:

1. Your name, address (with cross street) and exact location of the emergency at the jobsite.
2. Call back phone number (cell or landline).
3. Nature of the emergency (fire, injury, chemical spill, etc.).
4. Answer all questions calmly.
5. Stay on the line.

8.4 Fire Emergency

1. The first priority in the outbreak of fire is saving lives. The second priority is protecting property. No employee should take any unnecessary personal risks to put out a fire.
2. In the Event of a Small Fire (paper, trash can, etc.): If possible, and if you are trained, use a fire extinguisher immediately. Any employee who is not trained in the appropriate use of a fire extinguisher should not attempt to use an extinguisher.
3. If exhausting one extinguisher does not put out the fire, do not attempt with another extinguisher. You should evacuate the area immediately.
4. If necessary, alert all employees in the area to evacuate. **Notify emergency services by calling 911.**
5. In the Event of a Large Fire (Chemical, Building Structure, Electrical, etc.):
 - Alert all employees to evacuate with the safety horns located near the exits.
 - **Notify emergency services by calling 911.**
 - Evacuate using the evacuation procedure.
 - Do not re-enter the building until given the “all clear” message has been given by proper authorities.

8.5 Hazardous Material Spill/Odor (see attached Spill Response Plan)

In the Event of Any Unidentifiable or Strange Odor:

1. Notify the Site Superintendent immediately.
2. Notify other employees in the area.
3. Evacuate the area or the building, if necessary.
4. Do not re-enter the building or work area until given the “all clear” message has been given by proper authorities.
5. Notify the WASD Emergency Communication Center at (305) 274-9272.

In the Event of a Large or Unidentifiable Hazardous Material Spill:

1. Notify the Superintendent immediately.
2. Notify other employees in the area.
3. Evacuate the area or the building, if necessary.
4. Contact 911 and/or a hazardous materials remediation vendor.

In the Event of a Small Hazardous Materials Spill:

1. Notify the Superintendent immediately.
2. Notify other employees in the area.
3. Cordon off the area.
4. Review the material safety data sheet to ensure availability of all required personal protective equipment, spill clean-up materials and disposal containers.
5. Appropriately dispose of all clean up materials with a licensed hazardous waste hauler.

8.6 Workplace Violence/Terrorism

1. Report to the Superintendent or Health and Safety Coordinator any threats of violence, unusual behavior, aggression, harassment, from anyone, inside (employees) or outside (vendors, customers, investors, family members, etc.) the company.
2. Remain calm. Do not treat people causing the problem in a hostile manner in any way.
3. Call 911, if necessary.
4. Evacuate the building/work area, if necessary.

8.7 Critical Operations

Our company has the critical operations that cannot be shut down for emergencies. These operations include the following: No critical operations.

In the event of a significant weather emergency, the crane operator will be instructed to lower the boom on the crane.

8.8 Safety Accident/Incident Reporting

Any accident or near miss that occurs on the jobsite must be reported promptly to the Site Supervisor. If any FDD employee is injured, the Site Supervisor will complete a report of the incident and notify the Project Manager. The Project Manager will contact OSHA if it meets the notification requirements.

8.9 Underground Service Line Contact

Uncovering an Underground Service (Intact)

- Stop work. Remove equipment if safe to do so.
- Clear all persons from the scene.
- Without entering the excavation, try to identify the service, using the following color guide:
 - RED: Electric power lines, cables, conduit and lighting cables
 - ORANGE: Communications, alarm or signal lines, cables or conduit, traffic loops
 - YELLOW: Gas, oil, steam, petroleum, gaseous materials
 - BLUE: Potable water
 - PURPLE: Reclaimed water, irrigation, slurry lines
 - GREEN: Sewers and drain lines
 - WHITE: Outlining dig site
 - PINK: Temporary survey marks
- The marks are approximate. Dig carefully near them.

- Note that the above colors relate to recently installed services so therefore ASSUME THAT ANY PIPE THAT IS NOT COLORED IS LIVE!
- Contact the relevant utility for guidance if needed.
- Contact the PM/Coordinator and HSC.

Striking an Underground Electrical/Telecom Cable

- Stop work, remove tools ONLY if safe to do so (operator seats in excavators are normally electrically isolated ALTHOUGH OTHER PARTS MAY BE LIVE IF STILL IN CONTACT WITH A LIVE CABLE).
- Evacuate the immediate area.
- In the event of injuries provide first aid and summon medical assistance.
- Contact the Site Supervisor.
- Contact the Project Manager and Health and Safety Coordinator.
- Contact the electricity/telecom provider, as directed by site contact and/or PM.
- Do not allow anyone to enter the area of the excavation until the electricity provider has made the cable safe.

Striking a Pressurized Gas Pipeline

- Stop work, leave tools in-place but shut off any running equipment, including engines.
- Evacuate the immediate area.
- Ensure there are no sources of ignition in the area.
- Contact the Site Supervisor.
- Contact the FDD Project Manager/Health and Safety Coordinator.
- Contact the pipeline owner, as directed by Site Supervisor and/or FDD Project Manager.
- Do not re-enter the immediate area until safe to do so.

Striking a Pressurized Water Main

- Stop work, remove equipment if safe to do so, and if necessary and safe to do so, confine jetting water, if appropriate.
- Evacuate immediate area and inform Site Supervisor.
- Ensure that water flowing away is not creating potential hazards (e.g., electrical shorting, flooding, etc.) and where possible warn those likely to be affected.
- Contact the site contact.
- Contact the FDD Project Manager/Health and Safety Coordinator.
- Contact the pipeline owner, as directed by site contact and/or FDD Project Manager.
- Do not re-enter the immediate area until safe to do so.

9.0 SITE-SPECIFIC SAFETY TRAINING

All FDD personnel performing activities at the site will be trained in accordance with OSHA requirements, SFWMD requirements, and company policy. All personnel are required to remain current in all of their required training and evaluate their need for additional training when there is a change in work. In addition to the general health and safety training programs, personnel will be required to complete any supplemental task specific training developed for the tasks to be performed. FDD will provide safety orientation training to all employees coming to the site for the first time.

10.0 HEALTH AND SAFETY PLAN ACKNOWLEDGEMENT

Printed Name	Signature	Company	Date

APPENDIX A

Daily/Weekly Tailgate Safety Meeting



Florida Drilling Tool Box Talk Sign-in Sheet



Topic	
Date	
Presenter	
Project	

PRINTED NAME	SIGNATURE

APPENDIX B

Associated Programs and Procedures

Procedure Accident Prevention Plan

Spill Response Plan

Waste Management Plan

Hurricane Preparedness Plan





Accident Prevention Plan

Page 1 of 26

June 2019

Version 1

Revision History

Date of Revision	Description of Change	Originator

Reference Documents

Date	Document Title



Table of Contents

Safety Rules.....	4
SECTION I.....	4
SECTION II.....	4
SECTION III.....	5
SECTION IV.....	5
Purpose.....	7
Scope.....	7
Goals and Objectives.....	7
Goals.....	7
Objectives	8
Contact Information	8
Safety Policy.....	8
Safety Personnel	9
Record Keeping.....	9
Documentation	9
Near Misses	10
Accident Reporting and Investigating	10
Employee Reporting.....	10
Employer Reporting.....	10
Injury Reporting	11
Worker's Compensation Reporting Procedures	11
Procedures for Accident Investigations.....	12
Liability Claims.....	13
Emergency Plan	14
Animal bites.....	14
Snakebites	15
Poison Ivy, Poison Oak and Poison Sumac	16
Hurricane and Severe Storm Plan	16
Safety Plan	16



Safety Surveys	16
Self-Inspections	16
Site Safety Inspections	17
Safety Meetings	17
Hazard Correction	17
Hazard Control	17
General Rules	18
Personal Protective Equipment	19
Housekeeping	19
Sanitation	20
Fire Prevention	20
Other Contractor Provisions	20
Fall Protection	20
Electrical	20
Excavations and Trenching	20
Hazardous Waste Management	21
Mechanized Equipment	21
Motor Vehicles	21
Cranes	21
Hot-Work Fire Safety Precautions Checklist	21
Control of Hazardous Energy (Lockout/Tagout)	21
Respiratory Protection Program	21
Appendix A: Accident Investigation Form	22

Safety Rules

The safe and efficient operation of a construction site requires a spirit of teamwork and cooperation from all employees. Employees who refuse or fail to follow the standards set forth herein will subject themselves to disciplinary action up to and including discharge. In cases not specifically covered in this document, employees are expected to exercise good judgment and refer any and all questions to their supervisors.

SECTION I

Construction employees who are found participating in any one of the following activities will be subject to IMMEDIATE DISCHARGE:

1. The consumption, use, possession, sale or distribution of alcoholic beverages. This includes at breaks and at lunch, whether taken on or off the site.
2. Possessing or using a controlled/illegal substance or attempting to bring the same onto the job site.
3. Being under the influence of alcohol or a controlled/illegal substance.
4. Theft or attempted theft of Florida Design Drilling, Subcontractor, Owner or another employee's property.
5. Fighting or attempting a willful act to cause bodily injury upon another person on the job site.
6. Threatening or intimidating a supervisor or another employee.
7. Possession of firearms, explosives or other weapons on the construction site.
8. Defacing or willful destruction of Florida Design Drilling or Owner property.

SECTION II

Construction employees found participating in any of the following activities will be subject to one of the following disciplinary actions depending on the severity of the offense:

1. Oral Warning
2. Written Warning
3. Five-day Suspension
4. Discharge
 - a. Gambling of any form.
 - b. Use of threatening language.
 - c. Horseplay, pranks, malicious mischief or any other conduct affecting the rights of others.
 - d. Immoral conduct, which violates the common decency of fellow employees, Florida Design Drilling, or the community.
 - e. Neglect or carelessness in the handling or use of Florida Design Drilling or Owner property.

- f. Loitering on the job site before or after assigned shifts.
- g. Distributing or posting of literature, photographs or other printed materials.
- h. Soliciting or attempting to solicit or collect funds without prior written permission from Florida Design Drilling.
- i. Repeated late starts, early quits and/or excessive absenteeism.

SECTION III

Notification to all construction employees of the Contractor's right to inspect personal property and vehicles.

- a. All property being removed from the site shall be subject to inspection.
- b. Proper written authorization shall be required to remove supplies, tools, or equipment from the site.
- c. Only authorized vehicles shall be permitted to enter the job site. These vehicles must be operated in a safe manner while on the site. All vehicles will be subject to a thorough inspection when leaving the site.
- d. Employee parking will be designated by the Project Superintendent.

SECTION IV

All employees are expected to abide by these safety rules in order to maintain a safe workplace:

- 1. All employees will wear suitable work clothes. Long pants and shirts are required. No shorts, cut-off pants, tank tops or shirts that are cut off above the shoulders are allowed. Shoes must be substantial work shoes or boots with steel toes. No tennis shoes or sneakers will be permitted on the site.
- 2. Hard hats are required on all construction sites. No bump caps will be allowed.
- 3. Proper eye protection will be required for all employees who are involved in work which generates dust or debris or when involved in burning or welding operations.
- 4. Safety belts and lanyards are required for all employees who are working on an elevated surface or edge without guardrails.
- 5. Only employees who have been trained in the use of proper hand signals will be used to flag a crane or other piece of equipment.
- 6. Employees will not allow their family or friends to meet them in their work areas. Meetings will take place only in the designated parking area or at the construction office.
- 7. **ALL VISITORS MUST CHECK IN AT THE CONSTRUCTION OFFICE.**
- 8. All ladders will be secured to prevent displacement and will be of the proper height.
- 9. Employees should seek help when trying to lift heavy loads rather than risk an injury by doing the lifting by themselves.
- 10. No open fires will be permitted on the site.
- 11. All injuries shall be reported as soon as possible.
- 12. Employees should take an active interest in the Safety Program and correct or report



all safety violations.

13. Employees shall inspect all electrical tools and cords prior to use. All damaged equipment shall be returned to the tool storage area.

STATEMENT OF PROJECT SAFETY RULES

I have read and thoroughly understand the rules and regulations of Florida Design Drilling, and I agree and follow them as a condition of employment. I understand that failure to comply with these rules can result in a reprimand or termination. I also understand that if I am injured on the job and not wearing the proper safety equipment, my worker's compensation benefits can be reduced.

Employee Signature _____ Date _____

	Accident Prevention Plan	Page 7 of 26
	June 2019	Version 1

Purpose

Florida Drilling is committed to the protection of its employees from accidents or near misses of all nature. When accidents do occur, our employee Accident Prevention Plan (APP) is initiated. This APP is in place to ensure employee safety from accidents during regular hours and after hours.

This APP establishes procedures and provides information necessary to ensure that employees are knowledgeable in the protocols set in place in the event of an accident or near miss, and to ensure Florida Drilling employees' safety and the safety of others. This plan applies to all operations in Florida Drilling wherein employees are involved in an accident or a near miss.

Any questions or clarifications regarding this plan should be directed to the Safety Manager.

Scope

This Accident Prevention Plan has been developed in order to provide a procedure of reporting and documenting accidents or near miss so management may analyze and determine whether more training needs to be conducted or whether there is another problem altogether. This plan applies to all Florida Drilling employees. All Subcontractors shall:

1. Coordinate in enforcing the Accident Prevention Plan when performing work on project sites.
2. Ensure that all safety violations by their employees are reported to the Site Safety Officer and are corrected as soon as possible.
3. Ensure that all injuries are handled and reported in the proper manner to the Project Superintendent.
4. Cooperate in conducting accident investigations and documenting the findings of these investigations.

Goals and Objectives

Goals

For the accident prevention plan to be effective, the following goals need to be met.

- Eliminate any and all hazards, whether current or potential, which expose or create a risk of any kind.
- Reduce all work-related incidents that may result in injury or illness to employees or other people associated with our business operations.

	Accident Prevention Plan	Page 8 of 26
	June 2019	Version 1

- Reduce lost workdays due to incidents that may result from injury or illness to any employee.
- Increase awareness of the overall safe operation of all facilities.
- Increase employee morale by knowing their work environment is as free as possible from any and all recognized hazards.

Objectives

The following objectives assist in carrying out and achieving the goals previously established:

- Implementation of an effective Accident Prevention Plan.
- Commitment to ongoing safety program support from all employees.
- Assigned responsibilities and accountability for the safety program.
- Establishment of lines of communication between management and employees at all levels for safety and health concerns.
- Effective record keeping and documentation maintenance and review.
- Implementation of effective measures for hazard identification, correction and control.

Contact Information

NAME OF CONTRACTOR: Florida Design Drilling Corp.

ADDRESS: 7733 Hooper Road
West Palm Beach, FL 33411
Palm Beach County

COMPANY SAFETY OFFICER: Nicholas Martin

Safety Policy

The Accident Prevention Policy has been established to provide management, employees, subcontractors, and clients a firm understanding of the company's position regarding the prevention of accidents and to provide guidelines to insure a safe workplace for employees of Florida Design Drilling Corp. and its subcontractors.

	Accident Prevention Plan	Page 9 of 26
	June 2019	Version 1

Florida Design Drilling Corp. will comply with or exceed all OSHA Standards, takes the position that safety is a tool of production, and expects all employees and subcontractors doing work for the company to follow the requirements set forth in this program.

Safety Personnel

The Project Superintendent will be responsible for supervising and coordinating the Site Safety Program.

The Project Superintendent shall be responsible for the following:

1. Enforce the Accident Prevention Policy at all times during the progress of work.
2. Ensure that all safety violations are corrected as soon as possible.
3. Conduct weekly safety meetings.
4. Ensure that all injuries are handled and reported in the proper manner.
5. Conduct accident investigations and document the findings of these investigations.
6. Ensure that all employees and all subcontractor employees receive an oral safety orientation and a copy of company safety rules before beginning work on the project.
7. Monitor all subcontractors on the project to ensure that they comply with the rules set forth by the plan.

It should also be noted that all management staff within Florida Design Drilling's organization will be responsible for enforcing the company safety standards.

Record Keeping

Record keeping is an important means of not only reviewing and identifying trends and deficiencies in our safety programs but also tracking performance of duties and responsibilities.

The Company Safety Officer is responsible for maintaining records for all work-related injuries or illnesses of Florida Drilling employees.

Documentation

For minor injuries:

1. These injuries require first-aid, a doctor or outpatient care.
2. Following the injury, an investigation of the incident will be conducted by the immediate supervisor.

	Accident Prevention Plan	Page 10 of 26
	June 2019	Version 1

3. Witnesses to the incident will also be included in the investigation.

For major injuries:

1. These injuries are considered a fatality, hospitalization, amputation or loss of an eye(s).
2. Once notified of the injury, management will need to ensure that OSHA is contacted within eight (8) hours either verbally or through the OSHA 300 log listed on their website.

In the event of a major or life-threatening emergency, employees should call 911 as soon as possible to request emergency assistance.

In addition, and when feasible (i.e., when its location doesn't represent a threat or danger to health and safety, and no evacuation order has been given), the employees should use the information provided at each site's Emergency Posting Notice to contact the appropriate person and/or support team.

Near Misses

- All near miss incidents (close calls) must be investigated.
- Document the finding on the company incident investigation report form.
- Review the findings at the monthly safety meetings (or sooner if the situation warrants.)

Accident Reporting and Investigating

Employee Reporting

All employees and/or subcontractors are required to report to their immediate supervisor, any of the following:

- Accidents or incidents with injury or illness of any kind (including first-aid and related minor injuries)
- Any near miss incidents that could potentially have resulted in injury or illness or property damage.
- All lost-time injuries and property damage accidents in which the property damage exceeds \$2,000.00 will be reported to the Company Safety Officer within 48 hours of the accident. All reported accidents will be investigated.

Employer Reporting

In the event of a serious accident or death on a site, the following procedure will be followed:

1. Ensure that the injured employee is given first aid and an ambulance is called.

	Accident Prevention Plan	Page 11 of 26
	June 2019	Version 1

2. Contact OSHA within eight (8) hours after the death of any employee as a result of a work-related incident. Below are the three ways to notify OSHA:
 - i. By telephone or in person to the OSHA area office that is nearest to the incident.
 - ii. By telephone to the OSHA toll-free central phone number 1 (800) 321-6742.
 - iii. By electronic submission using the reporting application on OSHA's website at www.osha.gov.
3. Contact OSHA within twenty-four (24) hours after an in-patient hospitalization of one or more employees or an employee's amputation or an employee's loss of an eye, as a result of a work-related incident.
4. Assign someone to guide the ambulance on to the site and to the injured employee. Notify the Company Safety Officer.
5. Secure the accident site and gather all witnesses together so that they can be interviewed about what they observed.
6. Notify the proper local authorities if needed. If in doubt, seek direction from the Home Office.
7. As soon as possible, notify the personnel or the safety office in the Home Office, which will notify the insurance company.
8. The Project Superintendent should stay in touch with the hospital to ascertain the employee's condition; the employee's next of kin should be notified by the Project Superintendent or the Project Manager as soon as possible to prevent the receipt of information from an unauthorized source.
9. An accident investigation should begin at once.
10. Do not make statements concerning the accident to the media and refer all questions to the Corporate Safety Manager or to the Corporation Vice President.

Injury Reporting

All work-related injuries, property damages, accidents, or illnesses will be immediately reported to the Florida Design Drilling's field office. The Company Safety Officer will be notified within 24 hours. The Project Superintendent or his delegate will complete the First Report of Injury (Exhibit 3). A copy of this report shall be forwarded to the Home Office.

Worker's Compensation Reporting Procedures

All injuries shall be handled and reported in the following manner:

1. All injuries will be recorded in an Accident Log (Exhibit 3). This includes injuries that are just reported even if no treatment is given.
2. If an employee must be sent to the doctor or emergency room, a First Report of Injury

	Accident Prevention Plan	Page 12 of 26
	June 2019	Version 1

(Exhibit 1) shall be executed. A copy will be provided to the Company Safety Officer within 48 hours along with a notice from the doctor stating the employee's condition or a release to return to work.

NOTE: A First Report of Injury must be submitted within 7 days of the accident. If the injury is minor or major, send all copies to the Home Office.

3. The authorization for treatment will be given to the employee to carry with him to the doctor. The bottom half of this form will be completed by the physician and returned to the site by the employee. This will give the employee status, i.e. return to work, light duty, lost time, etc.
4. The Supervisor's Report of Injury Form (Exhibit 1) must be completed by the employee's foreman and sent to the Home Office.
5. When an employee is sent to the doctor, notify the personnel office by sending a fax of the First Report of Injury to the Home Office. When the employee returns to the site or when his condition is verified, send the First Report of Injury, the bottom half of the authorization to treat form, and the Supervisor's Report of Injury form to the Home Office.

Procedures for Accident Investigations

The purpose of an investigation is to find the cause of an incident and prevent future occurrences. The following steps shall be taken while conducting an investigation:

1. Visit the incident scene as soon as possible while facts are fresh and before witnesses forget important details.
2. Secure the accident scene and any equipment or tools that were being used. These may have a bearing during the investigation.
3. Take as many photographs as possible of the accident site and have two copies made. These should be taken as soon as possible following the accident.
4. Get the names and addresses of all witnesses and get a written, signed statement of what they saw.
5. After statements are obtained, take the witnesses back to the accident scene and reenact the sequence of events which led up to the accident.
6. After all the information has been collected; write an accident report describing in detail what happened. It may help to draw diagrams to make the report more understandable.
7. Send both copies of the accident investigation and both copies of the photographs to the Home Office.

	Accident Prevention Plan	Page 13 of 26
	June 2019	Version 1

8. If applicable, interview the injured worker at the scene of the incident and verbally reenact what steps the worker took that possibly caused the injury.
9. All interviews should be conducted privately and witnesses should be interviewed individually.
10. If necessary, take signed statements in cases where facts are unclear or there is an element of controversy.
11. Graphically document details of the incident such as the area and tools or equipment that were involved. Use sketches, diagrams, and photos when needed.
12. While investigating, focus on the cause of the incident and the hazard. Develop an analysis of what happened, how it happened, and how it could have been prevented. Determine what caused the incident itself and not only the injury.
13. Develop a plan to prevent the injury from happening again. Every investigation should include an action plan.
14. If a third party or defective product contributed to the incident, save any evidence for future claims.

Items Investigators should incorporate into documentation:

- Minutes of safety meetings including the date, time, and place of the next safety meeting.
- Information about any recent incidents.
- Employee recognition for reporting or identifying a situation that could lead to a possible incident.

All injury and illness documentation will be reviewed at least annually by management and supervisors to analyze occurrences, identify developing trends, and plan courses of corrective actions.

Liability Claims

All liability claims, that is claims which result in damage to private property, will be reported to the insurance company within 8 hours after the accident is reported. Notify the Company Safety Officer as soon as possible. When the insurance claims form is filled out, both the original and a photo static copy will be retained.

ALL SUBCONTRACTORS WHO ARE INVOLVED IN LIABILITY CLAIMS MUST SUBMIT TO FLORIDA DESIGN DRILLING A COPY OF THEIR COMPLETED INSURANCE CLAIM FORM WITHIN 24 HOURS FROM WHEN THE ACCIDENT WAS REPORTED AS PROOF THAT THE CLAIM HAS BEEN FILED WITH THEIR INSURANCE CARRIER.

	Accident Prevention Plan	Page 14 of 26
	June 2019	Version 1

If an employee is sent to a doctor for treatment, a release will be obtained from the doctor on the date of treatment stating (1) employee is not fit for duty; (2) employee is fit for light duty; or (3) employee is fit for duty. A copy of this release must be attached to the accident report.

Emergency Plan

All projects will maintain a plan which outlines the steps to be taken in the event of an emergency. This plan will list the following:

1. A list of all local emergency numbers including fire, police, doctor, hospital and E.M.S. departments.
2. Addresses, phone numbers, and directories to local emergency rooms and hospitals.
3. Maps showing evacuation routes from the site in case of disaster (hurricane, flood, fire, etc.).
4. A copy of this plan shall be maintained by the Project Superintendent and a copy shall be posted on the site bulletin board.
5. One large "Life and Safety" first-aid kit shall be placed inside the contractor's office trailer. Contents of kit shall be inventoried and replenished on a regular basis. Sixteen-unit first aid kits complying with ANSI-Z308.1 at a ratio of 1 kit per 25 employees shall be maintained on the site.
6. Office trailer(s) shall be anchored with six auger-screw anchors with tie-bands attached.
7. Plastic four-foot (4') high crowd-control fencing shall be provided in areas of active utilization by members of the public, if applicable.

Animal bites

Any warm-blooded animal may suffer from rabies. If an animal bites a person, it will be assumed the animal was rabid until proven otherwise. If possible, the animal will be captured or identified and held for medical observation. First aid for animal bites is as follows:

- Control bleeding.
- Wash the wound with soap and water and rinse with alcohol.
- Dress and bandage the wound.
- Splint if dealing with an arm or leg.
- Take the victim to a medical facility as quickly as possible (call 911).

	Accident Prevention Plan	Page 15 of 26
	June 2019	Version 1

Snakebites

Coral snakes, copperheads, rattlesnakes, and water moccasins are the four types of poisonous snakes found in the United States. Symptoms of snakebites include:

- A sharp stinging pain with one or more puncture marks in the area.
- Swelling, discoloration, and pain in the bitten area.

As the poison goes through the body, other symptoms develop such as:

- Weakness
- Nausea and vomiting
- Weak and rapid pulse
- Respiratory distress
- Shock

The following steps should be taken, as per OSHA guidelines, when administering first-aid for snakebites:

- Watch where you place your hands and feet when removing debris. If possible, don't place your fingers under debris you are moving. Wear heavy gloves.
- If you see a snake, step back and allow it to proceed.
- Wear boots at least 10 inches high.
- Watch for snakes sunning on fallen trees, limbs or other debris.
- A snake's striking distance is about 1/2 the total length of the snake.
- If bitten, note the color and shape of the snake's head to help with treatment.
- Keep bite victims still and calm to slow the spread of venom in case the snake is poisonous. Seek medical attention as soon as possible.
- Do not cut the wound or attempt to suck out the venom. Apply first aid: lay the person down so that the bite is below the level of the heart, and cover the bite with a clean, dry dressing.

Additionally, the Center for Disease Control and Prevention (CDC) suggests what NOT to do when a snake bite occurs:

- Do not pick up the snake or try to trap it (this may create risk for a bite).
- Do not apply a tourniquet.
- Do not slash the wound with a knife.
- Do not suck out the venom.
- Do not apply ice or immerse the wound in water.
- Do not drink alcohol as a pain killer.
- Do not drink caffeinated beverages.

	Accident Prevention Plan	Page 16 of 26
	June 2019	Version 1

Poison Ivy, Poison Oak and Poison Sumac

These poisonous plants grow as vines or shrubs, from ankle to shoulder high. The poison comes mainly from their leaves but also may come from bruising their roots, stems and berries. The smoke from burning brush containing these plants has been known to carry the poisons considerable distance. The signs and symptoms of this kind of skin poisoning are as follows:

- A red rash, with some swelling itching and burning, followed by formation of blisters of various sizes filled with blood serum.
- The symptoms appear on the exposed skin surfaces, usually the hands, wrists and arms, six hours to several days of exposure.
- The blisters may fill with pus or contaminated fluid. When they break, crusts and scabs are formed. Considerable fluid may exude from broken blisters.
- When the affected area is large and the inflammation is severe, there may be fever, headache, and general body weakness.

The first aid for the victim of such poisoning will be as follows:

- Contaminated clothing and jewelry should be removed.
- Wash the area with soap and water.
- A lotion may be applied to ease victim's discomfort, if the rash is mild.

Hurricane and Severe Storm Plan

Please see Florida Drilling Hurricane Preparedness full program in the safety manual.

Safety Plan

Safety Surveys

Safety surveys are conducted to identify existing hazards, potential hazards, and noncompliance issues that should be addressed. The findings will be discussed in the safety meetings along with recommendations for corrective actions. In addition to identifying existing and potential hazards, safety surveys also evaluate the overall effectiveness of the Accident Prevention Plan and employee training.

Self-Inspections

Checklists are developed as part of the periodic self-inspection process. They will be used and maintained with information related to the person performing the evaluation and the date of when the inspection took place. All discrepancies identified during the inspection checklist will be evaluated immediately. The Company Safety Officer at each site or facility will conduct in-house safety and health self-inspections that will cover the entire

	Accident Prevention Plan	Page 17 of 26
	June 2019	Version 1

facility and equipment. Employees will conduct constant informal inspections of their work areas and tools. All inspections will be conducted on an ongoing basis without interruption. Management will give sufficient time and resources to perform each inspection.

Site Safety Inspections

The Florida Drilling Safety Manager shall ensure that work performed on all projects are in full compliance with all pertinent OSHA regulations.

The Florida Drilling Safety Manager shall:

1. Conduct independent site safety inspections at unannounced random times.
2. Document results of the safety inspection and transmit the information to the Home Office.
3. Suggest procedures to correct any safety violations that may have occurred during inspection.
4. Conduct safety awareness programs from time to time.

Safety Meetings

The Human Resources office will maintain accurate records of all meetings associated with the safety and health program of Florida Drilling. All items on the accident investigation form will be addressed in detail as soon as possible following the accident or incident. The plan of corrective action and implementation will be documented and reviewed by management.

Hazard Correction

Whenever possible and feasible, hazards identified at facilities will be corrected, eliminating the cause of the hazard at the source. This will include but not be limited to:

- Discontinuation from use or removal of hazardous chemicals, materials, or substances from the workplace.
- Discontinuation from use or removal of hazardous equipment until replaced or repaired.
- Correction of any unsafe acts or conditions in existence, by service or training.

Hazard Control

When identified hazards cannot be eliminated, they will be effectively controlled by engineering, administrative procedures, work practices, personal protective equipment, or any suitable combination of these measures.

	Accident Prevention Plan	Page 18 of 26
	June 2019	Version 1

Engineering controls will include, but not be limited to, the following:

- Isolation of employee exposure to the hazard.
- Guarding or displacement of employee exposure to the hazard.
- Preventative maintenance and repair of machinery and equipment.

Administrative procedures will include, but not be limited to, the following:

- Written programs to establish administrative guidelines for safe work practices.
- Established and implemented work rules and procedures.

Work practices will include, but not be limited to, the following:

- Careful planning and performance of each assigned job, duty, or task.
- Reduction in duration of exposure to hazards.
- Adherence to safety and health rules and procedures.

Personal protective equipment will be the control of last resort when all other means of eliminating the hazards have not provided adequate protection to the employee. When personal protective equipment is issued, the employee will be informed of the requirements, use, and limitations of the equipment.

General Rules

1. Always store materials in a safe manner. Tie down or support piles if necessary to prevent falling, rolling, or shifting.
2. Shavings, dust scraps, oil or grease should not be allowed to accumulate. Good housekeeping is a part of the job.
3. Trash piles must be removed as soon as possible.
4. Remove or bend over the nails in lumber that has been used or removed from a structure.
5. Immediately remove all loose materials from stairs, walkways, ramps, platforms, etc.
6. Do not block aisles, traffic lanes, fire exits, gangways, or stairs.
7. Avoid shortcuts and use the most appropriate and safest route, even if it may take longer.
8. Standard guardrails or covers must be erected or placed around all floor openings. Excavations and trenches must have a safety system if employees are required to enter.

	Accident Prevention Plan	Page 19 of 26
	June 2019	Version 1

9. Do not remove, deface or destroy any warning, danger sign, or barricade, or interfere with any form of protective device or practice provided for use or that is being used by other workers.
10. Request assistance with heavy or bulky materials in order to avoid injury or damage to the material.
11. Keep all tools away from edges, especially if they are at heights in which workers below can be injured.
12. Do not use tools with split, broken, or loose handles, or burred or mushroomed heads. Keep cutting tools sharp and carry all tools in a container.
13. Know the correct use of hand and power tools.
14. Know the location and use of fire extinguishing equipment and the procedure for sounding a fire alarm.
15. Flammable liquids shall be used only in small amounts at the job location and in approved safety cans.
16. Proper guards or shields must be installed on all power tools before use. Do not use any tools without the guards in their proper working conditions.
17. All electrical power tools, extension cords, and equipment must be properly grounded.
18. All electrical power tools and extension cords must be properly insulated and damaged cords must be replaced.
19. Do not operate any power tool or equipment unless trained in its operation and authorized by the Safety Manager or supervisor.
20. All electrical power equipment and tools must be grounded or double insulated.
21. Use tools only for their designed purpose.

Personal Protective Equipment

Please see Florida Drilling Personal Protective Equipment full program in the safety manual.

Housekeeping

All sites will be maintained in an orderly manner, free from accumulations of scrap materials and rubbish. Daily job-site cleanup shall be performed. Trash barrels will be provided on all sites and will be emptied regularly. All nails protruding from scrap lumber will be bent or removed before discarding.

Stairways, passageways, gangways and access ways will be kept free of materials, supplies, and obstructions at all times.

	Accident Prevention Plan	Page 20 of 26
	June 2019	Version 1

Sanitation

Drinking water will be obtained and provided for in accordance with 1910.141. Potable drinking water shall be provided in all places of employment in accordance with 1910.141(b)(1)(c). Portable drinking water dispensers shall be used. Dispensers shall be capable of being closed and also have a tap. Disposable cups will be used and properly disposed of in waste receptacles.

Temporary chemical toilet facilities will be provided for workers in accordance with 1910.141). One toilet facility will be provided at each active work area. Routine servicing and cleaning of toilet facilities will be maintained. Sewage disposal will be in accordance with Federal, State and Local health regulations.

Fire Prevention

Please see Florida Drilling Fire Prevention full program in the safety manual.

Other Contractor Provisions

This Accident Prevention Policy has been established to provide management employees, subcontractors, and clients a firm understanding of the company's position regarding the prevention of accidents, and to provide guidelines to insure a safe workplace for employees of Florida Design Drilling Corp. and its subcontractors.

Florida Design Drilling Corp. will comply with or exceed all O.S.H.A. Standards and takes the position that safety is a tool of production and expects all subcontractors doing work for the company to follow the requirements set forth in this program.

All pertinent requirements of the 29 CFR OSHA 1910 General Industry Regulations will be part of Florida Design Drilling's Accident Prevention Policy and will be strictly adhered to by all Florida Design and subcontracting personnel on this contract.

Fall Protection

Please see Florida Drilling Fall Protection full program in the safety manual.

Electrical

Please see Florida Drilling Electrical Hazards full program in the safety manual.

Excavations and Trenching

Please see Florida Drilling Excavations and Trenching full program in the safety manual.

	Accident Prevention Plan	Page 21 of 26
	June 2019	Version 1

Hazardous Waste Management

All spillage of hazardous materials, regardless of quantity, will be reported immediately to the Project Superintendent. Examples of hazardous materials include but are not limited to the following: gasoline, fuel oil, acetone, equipment oil, contaminated water, all solvents, and any suspect or unknown material.

Mechanized Equipment

All equipment will be inspected prior to bringing on site. All equipment shall be properly maintained and in safe operating condition. 1910.211 applies to this section.

Equipment shall be equipped with backup alarms, ROPS, fire extinguishers and any other safety requirements that might be needed.

Motor Vehicles

All vehicles will be maintained in proper operating condition and meet all legal requirements. All drivers shall have current driver licenses. Safety belts shall be worn at all times.

Cranes

Please see Florida Drilling Mobile Cranes full program in the safety manual.

Hot-Work Fire Safety Precautions Checklist

Please see Florida Drilling Hot Work full program in the safety manual.

Control of Hazardous Energy (Lockout/Tagout)

Please see Florida Drilling Control of Hazardous Energy (Lockout/Tagout) full program in the safety manual.

Respiratory Protection Program

Please see Florida Drilling Respiratory Protection full program in the safety manual.

	Accident Prevention Plan	Page 22 of 26
	June 2019	Version 1

Appendix A: Accident Investigation Form

Instructions: Florida Drilling employees must use this form to report all work-related injuries, illnesses, or “near miss” events (which could have caused an injury or illness) – *no matter how minor*. This helps to identify and correct hazards before they cause serious injuries. This form should be completed by employees as soon as possible and given to a supervisor for further action.

I am reporting a work related: ☐ Injury ☐ Illness ☐ Near miss	
Your Name:	
Job title:	
Supervisor:	
Have you told your supervisor about this injury/near miss? ☐ Yes ☐ No	
Date of injury/near miss:	Time of injury/near miss:
Names of witnesses (if any):	
Where, exactly, did it happen?	
What were you doing at the time?	
Describe step by step what led up to the injury/near miss. (continue on the back if necessary)	
What could have been done to prevent this injury/near miss?	
What parts of your body were injured? If a near miss, how could you have been hurt?	
Did you see a doctor about this injury/illness? ☐ Yes ☐ No	
If yes, whom did you see?	Doctor's phone number:
Date:	Time:
Has this part of your body been injured before? ☐ Yes ☐ No	
If yes, when?	Employer:
Your signature (optional):	Date:



Accident Prevention Plan

Page 23 of 26

June 2019

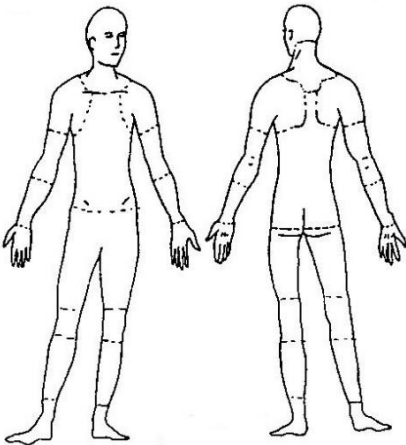
Version 1

Incident Investigation Report Form

Instructions: Complete this form as soon as possible after an incident that results in serious injury or illness. (Optional: Use to investigate a minor injury or near miss that *could have resulted in a serious injury or illness.*)

This is a report of a: ☐ Death ☐ Lost Time ☐ Dr. Visit Only ☐ First Aid Only ☐ Near Miss	
Date of incident:	This report is made by: ☐ Employee ☐ Supervisor ☐ Team ☐ Final Report

Step 1: Injured employee (complete this part for each injured employee)

Name:	Sex: ☐ Male ☐ Female	Age:
Department:	Job title at time of incident:	
Part of body affected: (shade all that apply) 	Nature of injury: (most serious one) ☐ Abrasion, scrapes ☐ Amputation ☐ Broken bone ☐ Bruise ☐ Burn (heat) ☐ Burn (chemical) ☐ Concussion (to the head) ☐ Crushing Injury ☐ Cut, laceration, puncture ☐ Hernia ☐ Illness ☐ Sprain, strain ☐ Damage to a body system: ☐ Other _____	This employee works: ☐ Regular full time ☐ Regular part time ☐ Seasonal ☐ Temporary Months with this employer Months doing this job: (e.g.: nervous, respiratory, or circulatory systems)



Accident Prevention Plan

Page 24 of 26

June 2019

Version 1

Step 2: Describe the incident

Exact location of the incident:

Approx. time:

What part of employee's workday?
work activities ☐ During meal period
☐ Other

☐ Entering or leaving work
☐ During break

☐ Doing normal
☐ Working overtime

Names of witnesses (if any):

Number of
attachments:

Written witness statements:

Photographs:

Maps / drawings:

What personal protective equipment was being used (if any)?

Describe, step-by-step the events that led up to the injury. Include names of any machines, parts, objects, tools, materials and other important details.

Description continued on attached sheets: ☐

**Step 3: Why did the incident happen?**

Unsafe workplace conditions: (Check all that apply)

- ☐ Inadequate guard
- ☐ Unguarded hazard
- ☐ Safety device is defective
- ☐ Tool or equipment defective
- ☐ Workstation layout is hazardous
- ☐ Unsafe lighting
- ☐ Unsafe ventilation
- ☐ Lack of needed personal protective equipment
- ☐ Lack of appropriate equipment / tools
- ☐ Unsafe clothing
- ☐ No training or insufficient training
- ☐ Other: _____

Unsafe acts by people: (Check all that apply)

- ☐ Operating without permission
- ☐ Operating at unsafe speed
- ☐ Servicing equipment that has power to it
- ☐ Making a safety device inoperative
- ☐ Using defective equipment
- ☐ Using equipment in an unapproved way
- ☐ Unsafe lifting by hand
- ☐ Taking an unsafe position or posture
- ☐ Distraction, teasing, horseplay
- ☐ Failure to wear personal protective equipment
- ☐ Failure to use the available equipment / tools
- ☐ Other: _____

Why did the unsafe conditions exist?

Why did the unsafe acts occur?

Is there a reward (such as "the job can be done more quickly", or "the product is less likely to be damaged") that may have encouraged the unsafe conditions or acts? ☐ Yes ☐ No

If yes, describe:

Were the unsafe acts or conditions reported prior to the incident?

☐ Yes ☐ No

Have there been similar incidents or near misses prior to this one?

☐ Yes ☐ No**Step 4: How can future incidents be prevented?**

What changes do you suggest to prevent this injury/near miss from happening again?

- ☐ Stop this activity
- ☐ Guard the hazard
- ☐ Train the employee(s)
- ☐ Train the supervisor(s)
- ☐ Redesign task steps
- ☐ Redesign work station
- ☐ Write a new policy/rule
- ☐ Enforce existing policy
- ☐ Routinely inspect for the hazard
- ☐ Personal Protective Equipment
- ☐ Other: _____



Accident Prevention Plan

Page 26 of 26

June 2019

Version 1

What should be (or has been) done to carry out the suggestion(s) checked above?

Description continued on attached sheets: ☐

Step 5: Who completed and reviewed this form? (Please Print)

Written by:

Title:

Department:

Date:

Names of investigation team members:

Reviewed by:

Title:

Date:

When a hurricane watch/warnings are issued by the National Weather Service (NWS), the following actions must be taken depending on the type of alert:

(I) Tropical Storm Watch - Condition TR.A

Issued for the same conditions described in Tropical Storm Warning above, except for the *possibility* of occurrence over the next 24 to 48 hours. In cases where confidence is high, watches may be issued out to 60 hours or longer. However, the following actions must be taken:

1. Work crew(s) will be placed on a 12 hour standby notification to proceed with the actions of "Hurricane Alert I" in case of escalation to "Tropical Storm Warning"

(II) Tropical Storm Warning - Condition TR.W

Issued when sustained winds, or frequent gusts between 34 and 63 knots (39 to 73 mph), within a 12 hour period, are expected to develop within 12 to 36 hours. In cases where confidence is high, warnings may be issued out to 48 hours or longer. Sustained winds should generally occur for 2 hours. **On Land:** Should occur across 1/2 of zone area or zone population. **Associated with tropical cyclones only.**

Tropical Storm Warnings consider the storm as entity. A myriad of hazards, ranging from Storm Surge Flooding to Inland Flooding and Tornadoes on land, and very high seas with breaking waves on the ocean, often occur. The Hurricane Local Statement covers these impacts in total, but the warning itself is based on the expected wind speed threshold. However, the following actions must be taken:

1. Proceed with action plan for "Hurricane Alert I".

(III) Hurricane Alert I - Condition Yellow

This alert is issued when a hurricane is in the western Atlantic, Caribbean or east of the Gulf of Mexico. Construction materials & equipment need not be relocated during this period. However, the following actions must be taken:

1. Clean up site. Pick all loose trash and excess material.
2. Check all temporary buildings and trailers for proper tie down.
3. Review the schedule for possible critical activities that might be affected.
4. Review delivery schedule for possible impact of a hurricane on delivery of critical items.
5. Coordinate & review preparedness with the Owner's Contracting Engineer.
6. Check for supply of protective material like plywood, lumber, visqueen & sandbags.

(V) Hurricane Alert II - Condition Orange

A hurricane watch is issued when the storm makes a steady movement towards the project site and its vicinity. The following action must be taken:

1. Fill and secure all fuel storage tanks.
2. Secure equipment and material, which is not practical to be relocated.
3. Locate and retain portable generators & utility pumps.
4. Check roof drains and storm drains for any blockage.
5. Check and secure any unfinished work like roofing edges, metal decking and wall panels.

(IV) Hurricane Alert III - Condition Red

This is a hurricane warning where hurricane force winds are expected to occur within 24 hrs at the project site and its vicinity. The following actions must be taken:

1. Final cleanup of the entire construction site. All open floors shall be broomcleaned.
2. Trash barrels shall be emptied and secured.
3. Trash dumpsters must be emptied and removed from the jobsite.
4. Secure all temporary toilets to stable objects.
5. Place sand bags at openings at grade to prevent flooding.
6. Install plywood protection at all openings where doors and windows have not been installed.
7. Secure drinking water containers filled with drinking water.
8. Welding machines, compressors, gang boxes and gas bottles to be grouped together and, if possible, secured to stabilize objects.
9. Secure all scaffolding.
10. Crane booms and lifts must be retracted and lowered to a safe position.
11. Earthmoving equipment and other onsite vehicles must be left on high ground with brake set.
12. Relocate all onsite electronic equipment, drawings, plans, specifications, files and records to a safe place.
13. Turn off electrical power at main switches.
14. Notify the Contracting Officer and Project Manager when final preparations are done.
15. Evacuate the project site.

After the hurricane has passed through the area, winds and heavy rains have ended; damage assessment, clean up and remobilization of the project shall begin. Activities include:

1. Damage assessment. Review all areas of the project for water & wind damage.
2. Document damage on a video camera.
3. Notify the insurance carrier for a potential claim.
4. Remove standing water.
5. Review the project with the electrician and turn on the power when safe.
6. Remove all temporary protective measures.
7. Clean-up and dispose of all damaged materials and debris.
8. Meet with the Contracting Officer's representative to review damage and schedule impact.



Spill Response Program

In the event of a hazardous material spill, the following steps should be taken as a response.

1. Evacuate personnel from the immediate area of the spill.
2. Identify the spilled material(s).
3. Notify the site supervisor.
4. Extinguish or disconnect all sources of ignition and contact the fire department if the chemical is flammable.
5. Don the appropriate personal protective equipment.
6. Contain the spill using the Oil-Dri L90410 Spill Kit (cut sheet attached).
7. Clean up the spill.
8. Dispose of the spill in accordance with local, state and federal regulations.

For the Eastern Well Field Well Nos. 12-14 project, store all oil, fuel, and other contaminants away from the M canal. Portable toilets must be secured to trees or posts to prevent tipping. Each portable toilet shall be installed inside an area that has an earthen berm and plastic liner.

7733 Hooper Road, West Palm Beach, FL 33411

***.FLDrilling.com

Phone: 561-844-2966 Fax: 561-844-2967

State of Florida Water Well Contractor #11148

State of Florida Certified General Contractor CGC1522104

20 Gallon Spill Kits

L90410, L90410R, L90942, L90942R, L90894, L90894R

Issue: Most plants or fleets that encounter leaks, drips, sprays or spills and are required to maintain a spill control plan. Potential safety hazards are present around machinery or storage areas where a risk of injury or chemical reaction is possible.

Solution: Be prepared with a spill control plan that can be implemented with absorbent products readily available, either to use in case of an emergency, or to control daily leaks and spills that may occur.

Description: OIL-DRI® offers spill kits designed for universal, oil only and haz mat applications. These spill kits have all the tools needed for emergency cleanup! All items come packed in a sturdy 65 gallon overpack for easy storage.



OIL-DRI™ 20 GALLON SPILL KITS

ITEM #	DESCRIPTION & CONTENTS	GALLONS ABSORBED
L90410	20 Gallon Universal Spill Kit – 4 Universal Socks (4' L), 1 Universal Sock (10' L), 2 Universal Pillows, 10 Universal Bonded Pads, 3 Disposal Bags with Ties, Emergency Response Guide Book, Overpack (20 gal.)	20 Gal.
L90410R	20 Gallon Universal Refill Kit Same contents as L90410 packaged in a box.	20 Gal.
L90942	20 Gallon Oil Only Spill Kit – 2 Booms (510), 20 Smart Pads, 3 Disposal Bags with Ties, Emergency Response Guide Book, Overpack (20 gal.)	20 Gal.
L90942R	20 Gallon Oil Only Refill Kit Same contents as L90942 packaged in a box.	20 Gal.
L90894	20 Gallon Haz Mat Spill Kit – 6 Haz Mat Socks (48" L), 1 Bag Haz Mat Pulp (4 lbs.), 20 Yellow Haz Mat Pads, Protective Gloves, Goggles, 3 Disposal Bags with Ties, Emergency Response Guide Book, Overpack (65 gal.)	20 Gal.
L90894R	20 Gallon Haz Mat Refill Kit Same contents as L90894 packaged in a box.	20 Gal.



Unused material is suitable for disposal in sanitary landfill. Disposal procedures for used material are based on nature of fluid absorbed. Please comply with all local, state and federal environmental regulations when disposing of this product.

Oil-Dri is a leader in developing, manufacturing and marketing sorbent products and has been making work environments cleaner and safer for nearly 70 years. With such a rich history, the Oil-Dri brand is trusted and recognized coast-to-coast. Our offerings include top quality granular absorbents as well as a complete line of synthetic absorbents such as polypropylene pads, socks, rolls, pillows, booms and emergency response spill kits. The versatility of our product line allows us to provide sorbent solutions for all of your maintenance and safety needs.



General Water Well Drilling Waste Management Plan



1.0 INTRODUCTION

Florida Drilling is a multi-faceted drilling company specializing in water supply well drilling, contracting, surface facilities, underground utilities, water treatment plants, wastewater treatment plants, and water well rehabilitation. More specifically, the following are primary specialties:

Public Water Supply Wells

- Screen & Gravel Pack Completion
- Open Hole Completions
- Multi Zone Completion
- Well Reconstruction
- Upper Floridan Aquifer RO Supply Wells

Design Build

- Class I Deep Injection Well System: Florida Drilling Team includes; Permitting, Design, Construction, Testing & Outfitting Services During Construction & Reporting

Other Well Types

- UIC Deep Injection Wells (Class I and Class V)
- Complex Multi Zone Deep Monitor Wells
- Single Zone Deep Monitor Wells
- Aquifer Storage & Recovery Wells
- Aquifer Recharge Wells
- Exploratory Wells
- Agricultural Wells, Industrial Wells, Geothermal Wells

This document summarizes the general methodologies of field management for water well drilling waste materials.

1.1 Contact Details

Brandon Holst
Florida Drilling
7733 Hooper Road
West Palm Beach, Florida 33411
Phone: 561-844-2966
Fax: 561-568-1231
Email: brandon@fldrilling.com



2.0 OVERVIEW OF CURRENT WELL DRILLING ACTIVITY

Florida Drilling operates under the constraints of Florida Department of Environmental Protection (FDEP) permitting for all water wells. This document is a living document designed to be edited for individual project demands. Permit numbers will be revised on a job-to-job basis.

Appendix A contains the Product Data Sheet for EZ-MUD GOLD.

2.1 Wastes Generated from Civil Construction Associated With Drilling

Generally, Florida Drilling may need to build some structural components and manipulate the site grade for a stable platform. Within any new well site, the following infrastructure may be established:

- Water storage facilities;
- Rig hardstand area;
- Cuttings sump; and
- Well cellar and conductor.

Soil excavated for the formation of the cuttings sumps will be utilized for leveling and gently sloping the well site away from well centre to provide drainage during rainfall events. The well sites and access tracks will be stabilized as required (e.g. using gravel, concrete blends, other methods).

2.2 Florida Drilling - Water Well Drilling

Generally, drilling a water supply well generally involves the following key stages:

- Drilling the well in intervals with decreasing interval diameter;
- Installing steel well casings in drilled hole sections;
- Filling the annulus outside the well casings with cement grout as required for well integrity;
- Complete logging of boring intervals.

Florida Drilling commonly drills wells with intervals from 34" down to 12 ¼", but has the capability to construct wells with diameters as large as 60". The volume of waste materials to be generated by a particular drilling is calculated prior to mobilization and those quantities are updated as the drilling proceeds. If the volume of cuttings or fluids requiring disposal is uncertain, Florida Drilling calculates the waste volumes for each interval as follows:

$$V_C = V_T - V_{OFF}$$

Where:

V_C = Volume of cuttings or solids on-site (m^3)

V_{OFF} = Volume of cuttings or solids disposed of off-site (m^3)

V_T = Total volume of cuttings or solids (m^3)
and:

$$V_T = \left(\frac{WDm}{2000} \right)^2 \times 3.14 \times WDp \times 1.2$$

Where:

WDm = Well diameter (mm)

WDp = Well Depth (m)

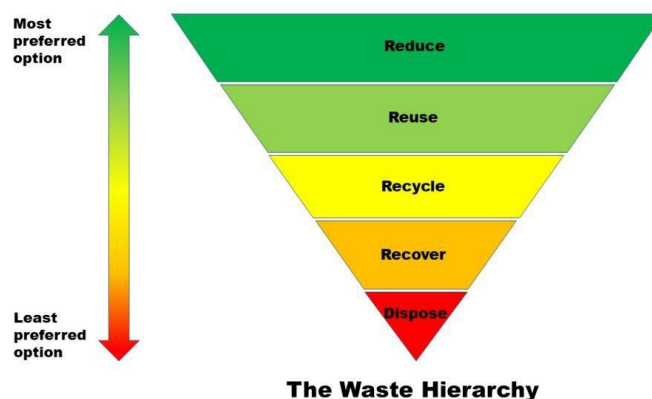
3.0 TYPICAL WASTE STREAMS - BENTONITE GEL MUD AND CUTTINGS

Typically Florida Drilling deploys bentonite clay gel drilling mud (EZ-MUD GOLD). Florida Drilling ensures that salt water intrusion is not an issue. If drilling in formations which produce water with salinity similar to seawater, a reverse-air drilling method is used which utilizes the in-situ formation water instead of supply water. The formation water is recirculated back down the well bore thereby keeping the volume static and salinity at a minimum. In rare instances, saline water is shipped off-site by tanker.

Under certain circumstances, Florida Drilling may be required to use various treatment techniques such a flocculation to separate solids and liquids. Additionally, a lined cutting sump can be constructed within the well site for storage and settling of drilling mud and cuttings.

3.1 General Typical Waste Stream Management

Florida Drilling strives to follow industry accepted waste management initiatives. For every project drilling mud calculations are made to reduce the initial volumes so that final disposal volumes follow the standard waste hierarchy model.





Florida Drilling has an agreement with Creative Land Management for routine disposal of all non-contaminated and non-hazardous drill cuttings and spent drilling mud. The facility is located at 4700 Green Farms Lane, Palm City, Florida 34990.

3.2 Non-Typical Waste Stream Management

If water drilling waste is suspected of containing organic or inorganic contaminants, Florida Drilling will prepare a site specific Health and Safety Plan (HASP) for the protection of its employees for work to be performed. OSHA Title 29 CFR 1910.120 (b)(4)i-iv outlines the requirements of a site specific Health and Safety Plan (HASP). The contractor is required to provide any and all training prior to the work and health and safety protection while working on the property. The contractor shall prepare a site specific Health and Safety Plan (HASP) to outline the protections for its staff. The basic regulations and reference materials that can be used to produce a HASP are:

- OSHA 29 CFR 1910.120 Hazardous Waste Operations and Emergency Response Regulations
- OSHA 29 CFR 1926 Construction Regulations (Including Trenching and Shoring)
- NIOSH Guide to Chemical Hazards
- ACGIH Threshold Limit Values for Chemical Substances and Physical Agents
- CRC Handbook of Chemistry and Physics
- Merck Index Encyclopedia of Chemicals, Drugs, and Biologicals
- Lange Medical Publications Handbook of Poisoning.

In addition to the HASP, Florida Drilling will produce a Contaminated Materials Management Plan to supplement this standard waste management document. Florida Drilling will also conduct "Tailgate Meetings" prior to work tasks which outline a particular health or safety issue.



APPENDIX A



EZ-MUD® GOLD

Clay/Shale Stabilizer

Description EZ-MUD GOLD, clay and shale stabilizer, provides inhibition of clay and shale formations in water-based drilling fluids without substantially increasing viscosity. EZ-MUD GOLD, when added to a QUIK-GEL® or BORE-GEL® slurry, yields an inhibitive drilling fluid system while maintaining manageable and effective fluid properties. The unique beaded structure of EZ-MUD GOLD allows the material to be mixed easily at minimal shear thereby eliminating the need for liquid emulsions.

Applications/Functions

- Enhances rheological properties of a low-solids drilling mud
- Promotes clay and shale stabilization to prevent swelling and/or dispersion
- Promotes borehole stability in water sensitive formations
- Minimizes rotational torque and circulating pressure
- Promotes enhancement of air-foam system capabilities
- Enhances core recovery in continuous wireline coring operations

Advantages

- NSF/ANSI Standard 60 certified
- Unique physical structure allows for easy dispersion and mixing with minimal shear
- Allows for use of increased concentrations to gain inhibition without excess viscosity production
- No petroleum distillates present
- Breaks down chemically with bleach (sodium hypochlorite)
- Compatible with other Baroid drilling fluid additives when added in proper sequence
- Non-fermenting

Typical Properties	Appearance	White, free-flowing beads
	Bulk density, lb/ft ³	52
	pH (1% aqueous solution)	7.75

Recommended Treatment Using a Venturi Mixer, or into vortex of a high-speed stirrer, add slowly and uniformly to the entire circulating system.

**Recommended
Treatment
(continued)**

Approximate Amounts of EZ-MUD®GOLD Added to Water Based Fluids			
Desired Condition/Result			
Drilling Application/Desired Property	lb/bbl	lbs/100 gal	kg/m ³
Added to fresh water (to formulate a clay-free drilling fluid)			
▪ To stabilize water sensitive formation			
▪ To reduce torque and lower circulating pressure	0.25 - 1.0	0.6 - 2.4	0.7 -2.9
Added to QUIK-GEL® or BORE-GEL® drilling fluids			
▪ To retard reactive shale and clay and			
enhance lubricity	0.1 - 0.3	0.25- 0.75	0.3 - 0.9
Added to injection liquid in air/foam drilling applications			
▪ To improve foam performance and hole			
conditions	0.25 - 1.0	0.6 - 2.4	0.7 -2.9

Note:

Make-up water used to mix EZ-MUD GOLD should meet the following quality:

total chloride less than 1500 ppm (mg/L)

total hardness less than 100 ppm as calcium

total chlorine less than 50 ppm

water pH between 8.5-9.5

Reduce total hardness of make-up water by adding soda ash (sodium carbonate) at 0.5 to 1 pound per 100 gallons (0.6 - 1.2 kg/m³) of make-up water.

EZ-MUD GOLD can be chemically broken down with regular household liquid bleach (5% sodium hypochlorite). Use one gallon of liquid bleach per 100 gallons (10 liters/m³) of fluid formulated with EZ-MUD GOLD.

Do not use perfumed liquid bleach or solid calcium hypochlorite.

Packaging

EZ-MUD GOLD is packaged in 10-lb (4.54-kg) and 40-lb (18.1-kg) plastic containers with re-sealable flip top lids.

Availability

EZ-MUD GOLD can be purchased through any Baroid Industrial Drilling Products Retailer. To locate the Baroid IDP retailer nearest you contact the Customer Service Department in Houston or your area IDP Sales Representative.

**Baroid Industrial Drilling Products
Product Service Line, Halliburton**

3000 N. Sam Houston Pkwy. E.
Houston, TX 77032

Customer Service	(800) 735-6075 Toll Free	(281) 871-4612
Technical Service	(877) 379-7412 Toll Free	(281) 871-4613



QUIK-TROL® LV

Modified Natural Cellulosic Material

Description	QUIK-TROL LV, modified natural cellulosic polymer, provides filtration control in most water-based drilling fluids without substantially increasing viscosity. QUIK-TROL LV, when added to a QUIK-GEL® or BORE-GEL® slurry, yields a drilling mud system suitable for drilling in sandy formation. QUIK-TROL LV can be added to vegetable or mineral oil to provide an oil-based fluid suspension, which can be poured into drill string directly.	
Applications/Functions	Provide filtration control in fresh or brackish water-based drilling fluids Reduce fluid loss without significantly increasing fluid viscosity Encapsulate shale to prevent swelling and disintegration Promote borehole stability in water sensitive formations Minimize rod chatter, rotational torque and circulating pressure Improve hole cleaning and core recovery	
Advantages	NSF/ANSI Standard 60 certified Effective in fresh water, salt water and brackish water-based drilling fluids Effective in small quantities for filtration control Non-fermenting Compatible with other Baroid drilling fluid additives Resistant to harsh environments and contaminants	
Typical Properties	Appearance	White, free-flowing powder
	pH (1% aqueous solution)	7.75
Recommended Treatment	Using a Venturi Mixer, or into vortex of a high-speed stirrer, add slowly and uniformly to the entire circulating system.	

**Recommended
Treatment
(continued)**

Approximate Amounts of QUIK-TROL® LV Added to Water Based Fluids		
Desired Condition/Result		
Added to fresh or salt water	lb/100 gal	kg/m³
- To stabilize water sensitive formation - To reduce torque and lower circulating pressure	3-7	4-8.5
	0.5 - 2	0.6 - 2.4
Added to QUIK-GEL® slurry (25 lb/100 gallons) or (30 kilograms per m³)	lb/100 gal	kg/m³
To reduce filtration rate and improve borehole stability	0.5 - 2.0	0.6 - 2.4
Added to BORE-GEL® slurry (35 lb/100 gallons) or (42 kilograms per m³)	lb/100 gal	kg/m³
To reduce filtration rate and improve borehole stability	0.5 - 2.0	0.6 - 2.4

Note:

Very salty waters may require twice as much QUIK-TROL LV as fresh water. Preferably, QUIK-TROL LV should be mixed in fresh water before it is added to very salty water.

Packaging

QUIK-TROL LV is packaged in a 20-lb plastic can containing 10 airtight sealed plastic bags. Each bag contains 2-lb (0.91 kg). QUIK-TROL LV is also available in 40-lb plastic cans.

Availability

QUIK-TROL LV can be purchased through any Baroid Industrial Drilling Products Retailer. To locate the Baroid IDP retailer nearest you contact the Customer Service Department in Houston or your area IDP Sales Representative.

**Baroid Industrial Drilling Products
Product Service Line, Halliburton**

3000 N. Sam Houston Pkwy. E.
Houston, TX 77032

Customer Service	(800) 735-6075 Toll Free	(281) 871-4612
Technical Service	(877) 379-7412 Toll Free	(281) 871-4613



QUIK-GEL®

Viscosifier

Description

QUIK-GEL is an easy-to-mix, finely ground (200-mesh), premium-grade, high-yielding Wyoming sodium bentonite. QUIK-GEL imparts viscosity, fluid loss control and gelling characteristics to freshwater-based drilling fluids.

Applications/Functions

Mix with fresh water to form a low-solids drilling fluid for general drilling applications
Viscosify water-based drilling fluids
Reduce filtration by forming a thin filter cake with low permeability
Improve hole-cleaning capability of drilling fluids
Mix with foaming agents to make "gel/foam" drilling fluids for air/foam drilling applications

Advantages

NSF/ANSI Standard 60 certified
Single-sack product and cost effective
Provides lubricity for drilling fluids
Mixes easily and quickly reaches maximum viscosity
Yields more than twice as much mud of the same viscosity as an equal weight of API oilfield grades of bentonite

Typical Properties

Appearance	Grey to tan powder
Bulk density, lb/ft ³	68 to 72 (compacted)
pH (3% solution)	8.9

Recommended Treatment

Mix slowly through a jet mixer or sift slowly into the vortex of a high-speed stirrer.

Approximate Amounts of QUIK-GEL Added to Freshwater			
Application/Desired Result	lb/100 gal	lb/bbl	kg/m ³
Normal Drilling Conditions	15-25	6-10	18-30
Unconsolidated Formations	35-50	15-21	42-60
Make-Up For Gel/Foam Systems	12-15	5-7	14-18

1 bbl= 42 U.S. gallons

Additional Information

Note:

For optimum yield, pre-treat make-up water with 1-2 pounds of soda ash per 100 gallons of water (1.2-2.4 kg/m³).

Packaging QUIK-GEL® is packaged in 50-lb (22.7-kg) multiwall paper bags.

Availability QUIK-GEL can be purchased through any Baroid Industrial Drilling Products Retailer. To locate the Baroid IDP retailer nearest you contact the Customer Service Department in Houston or your area IDP Sales Representative.

**Baroid Industrial Drilling Products
Product Service Line, Halliburton**

3000 N. Sam Houston Pkwy. E.
Houston, TX 77032

Customer Service	(800) 735-6075 Toll Free	(281) 871-4612
Technical Service	(877) 379-7412 Toll Free	(281) 871-4613

	Tropical Storm /Hurricane Preparedness Plan	Page 1 of 16
	June 2019	Version 1

Revision History

Date of Revision	Description of Change	Originator

Reference Documents

Date	Document Title

	Tropical Storm /Hurricane Preparedness Plan	Page 2 of 16
	June 2019	Version 1

Table of Contents

Purpose.....	3
Objective	3
Scope.....	3
Definitions	3
Storm Categories	5
Responsibilities	6
Procedure.....	6
Phase Tasked List.....	7
Phase Tasked Working Checklist.....	9
Appendix A.....	13
Risk Insurance Information	13
Appendix B.....	14
List of Florida Drilling Employees at the Jobsite.....	14
Appendix C.....	15
List of Subcontractors at the Jobsite	15
Appendix C.....	16
Florida Drilling Contact List	16

	Tropical Storm /Hurricane Preparedness Plan	Page 3 of 16
	June 2019	Version 1

Purpose

Objective

The objective of the Florida Drilling Tropical Storm/Hurricane Preparedness Plan is to establish a plan to ensure that workers can get to safety in case a hurricane may affect the area. This plan supplements the Emergency Action Plan and is separated due to the severe weather and potential harm tropical storms and hurricanes can cause in Florida. It is impossible to plan for every potential hazard that could occur during a tropical storm or hurricane. In addition to having evacuation plans in place, it is important to be familiar with the warning terms used for hurricanes, as well as the local community's emergency plans, warning signals, and shelters. Hurricane/Tropical Storm watches mean that a hurricane or tropical storm is possible in the specified area. Hurricane/Tropical Storm warnings mean that a hurricane or tropical storm is expected to reach the area, typically within 24 hours. In all cases, Florida Drilling employees and contractors should be prepared to follow instructions from the local authorities, the administrator of this program, and to evacuate if instructed to do so.

Scope

- This written Tropical Storm/Hurricane Preparedness Plan applies to all Florida Drilling and Florida Drilling on-going projects in Florida.
- The procedures described in this program are to be adhered to by all Florida Drilling employees and contractors. This program details the following:
 - Establishing a Hurricane Preparedness Plan Administrator (HPPA)
 - Conditions that will activate the plan
 - Chain of command
 - Emergency functions and who will perform them
 - Specific evacuation procedures, including routes and exits
 - Procedures for accounting for employees, subcontractors and visitors
 - Equipment for personnel

Definitions

- **Tropical Wave:** A cluster of clouds and/or thunderstorms without a significant circulation and generally moving from east to west through the Tropics.
- **Tropical Depression:** A cluster of clouds and/or thunderstorms with a center of circulation and sustained wind speeds of less than 39 mph.
- **Tropical Storm:** An organized system of strong thunderstorms with top sustained winds of 39 mph to 73 mph. Tropical storms can quickly develop into hurricanes. Storms are named when they reach tropical storm strength.

	Tropical Storm /Hurricane Preparedness Plan	Page 4 of 16
	June 2019	Version 1

- **Tropical Storm Watch:** Tropical storm conditions are possible in the specified area of the watch, usually within 48 hours.
- **Tropical Storm Warning:** Tropical storm conditions (sustained winds of 39 to 73 mph) are expected in the specified area of the warning within 36 hours.
- **Hurricane:** A severe storm originating over the tropical waters typically during the months from June to October.
- **Storm Surge:** A dome of sea water up to about 20 feet high that arrives with a hurricane, and can affect more than 100 miles of coastline. Evacuation zones are identified by their likelihood of being flooded by this rising water, which is responsible for most hurricane deaths.
- **Hurricane Watch:** Hurricane conditions are possible in the specified area of the watch, usually within 48 hours. During a hurricane watch, prepare to take immediate action to protect your family and property in case a hurricane warning is issued.
- **Hurricane Warning:** Hurricane conditions (sustained winds of 74 mph or greater) are expected in the specified area of the warning within 36 hours. Complete all storm preparations and immediately follow local emergency management official's advice about evacuating dangerous or low-lying locations.
- **Local State of Emergency:** Declaration by County officials in order to prepare the county for response to the storm. Shortly after that, public protective measures will be announced such as evacuation orders. This is your signal to have your preparations complete and be ready to act.

Storm Categories

The Saffir-Simpson Hurricane Wind Scale is a 1 to 5 rating based on a hurricane's sustained wind speed. This scale estimates potential property damage. Hurricanes reaching Category 3 and higher are considered major hurricanes because of their potential for significant loss of life and damage. Category 1 and 2 storms are still dangerous, however, and require preparatory measures. In the western North Pacific, the term "super typhoon" is used for tropical cyclones with sustained winds exceeding 150 mph.

Category	Winds	Summary
1	74-95 mph 64-82 kt 119-153 km/h	Very dangerous winds will produce some damage
2	96-110 mph 83-95 kt 154-177 km/h	Extremely dangerous winds will cause extensive damage
3	111-129 mph 96-112 kt 178-208 km/h	Devastating damage will occur
4	130-156 mph 113-136 kt 209-251 km/h	Catastrophic damage will occur
5	157 mph or higher 137 kt or higher 252 km/h or higher	Catastrophic damage will occur

	Tropical Storm /Hurricane Preparedness Plan	Page 6 of 16
	June 2019	Version 1

Responsibilities

- All employees and contractors are required to comply with the requirements established in this program.
- A Hurricane Preparedness Plan Administrator (HPPA) is responsible for implementing this Tropical Storm/Hurricane Preparedness Plan to maximize human safety, while minimizing damage to property.

Administrator of the Hurricane Preparedness Plan is:

Nick Martin
Florida Drilling
7733 Hooper Road
West Palm Beach, FL 33411
nick@fldrilling.com

Telephone Numbers:
(561)222-6823

Procedure

Following is a phased task list for use by a project team preparing for a hurricane. The HPPA will notify all Operations personnel when each Phase is in effect.

(Please note this plan may also be put into effect for a Tropical Storm, at the discretion of the HPPA.)

The following landline number will be used to give the Florida Drilling employee's (affected areas) instructions how and when they can return to their jobsites in case of a hurricane or any other catastrophic weather event. This effort will be coordinated with project directors & operation managers.

Phase Tasked List

Condition	Activities
Preseason	Review & revise plans, lists, and inventories.
<u>Phase 1</u> Hurricane awareness (36 - 60 Hours)	Keep project working. Check trailers (offices) for tie downs. Notify subcontractors to be ready to secure materials. Review the schedule for possible critical activities that might be affected. Review delivery schedule for possible impact of a hurricane on delivery of critical items. Keep project site clean and free of debris. Identify designated phone number for employees to call for instructions about returning to work.
<u>Phase 2</u> Hurricane watch (24 – 36 Hours)	Fill and secure all fuel storage tanks. Keep project working. Secure equipment and materials not practical to be relocated. Locate and retain portable generators & utility pumps. Check roof drains and storm drains for any blockage. Check and secure any unfurnished work like roofing edges, metal decking and wall panels. Take pictures /video of the job site. Final cleanup of the entire construction site. All open floors shall be broom cleaned. Trash barrels shall be emptied and secured. Trash dumpsters must be emptied and removed from the jobsite. Secure all temporary toilets to stable objects. Place sandbags at openings at grade to prevent flooding. Install plywood protection at all openings where doors and windows have not been installed.

	Secure drinking water containers filled with drinking water. Welding machines, compressors, gang boxes and gas bottles to be grouped together and, if possible, secured to stabilize objects. Secure all scaffolding. Crane booms and lifts must be retracted and lowered to a safe position. Earthmoving equipment and other onsite vehicles must be left on high ground with brake set. Relocate all onsite electronic equipment, drawings, plans, specifications, files, and records to a safe place.
<u>Phase 3</u> Hurricane warning (12 - 24 Hours)	Stop work on the project. Secure jobsite. Notify all subcontractors to secure their equipment and materials. Box up field files. Turn off electrical power at main switches.
<u>Phase 4</u> Damage Prevention (high probability of a strike) (12 Hours)	Load field files in vehicle. Leave the job site.
<u>After The Storm</u> Return & Recovery	Reestablish communications. Assess damage. Review all areas of the project for water & wind damage. Document damage on a video camera. Notify the insurance carrier for a potential claim. Remove standing water. Review the project with the electrician and turn on the power when safe. Remove all temporary protective measures. Clean up and dispose of all damaged materials and debris. Meet with the contracting officer's representative to review damage and schedule impact.

Phase Tasked Working Checklist

Task	Responsible Party	Completed
PHASE I (Hurricane awareness)		
Keep project working		
Call Insurance Company to verify insurance in effect for the project.		
- Meet with local authorities to determine requirements for returning to work, including means of identification, letters of authorization, or any other means required to access the site after a storm. - Conduct a Hurricane awareness kickoff meeting with subcontractors on site. Notify subcontractors to be ready to secure materials.		
- Check with the manufacturer/leasor of cranes (all types) for recommendation on hurricane procedures. - Develop a prioritized list of equipment, records, stock, and other materials for evacuation and determine transportation requirements.		
Reserve plywood to cover windows and other openings. The interior of all buildings must be protected by closing all openings, including windows, shafts, chases, and roof openings.		
- Keep project site clean and free of debris. - Check trailers (offices) for tie downs. - Check first aid supplies. - Consult with IT regarding communication equipment in the office. - Update and distribute an emergency phone list of Florida Drilling employees and key subcontractors, including home phone numbers. Identify designated number for		



employees to call for instructions about returning to work.		
PHASE 2 (Hurricane watch)		
• Keep project working		
• Secure materials not needed for 24 hours.		
• Remove all debris and loose lumber.		
• Procure portable generators and large capacity water pumps, as required.		
• Procure visqueen for use after the storm.		
• Perform a complete backup of all computers. IT to coordinate this activity.		
• Fill all equipment fuel tanks and safety cans with fuel. Secure tanks to substantial structure.		
• Take numerous pictures and extensive video of the project, inside and outside, to document the work completed before the storm, the extent of the damages, and the precautions taken to prevent damage prior to the storm.		
• Clean the entire project, inside and outside of the building.		
PHASE 3 (Hurricane Warning) (All items apply to subcontractors and Florida Drilling)		
• Stop work on the project.		
• Band all loose materials on the job with metal straps. Secure banded materials to floors and columns and relocate as required to prevent damage from wind and flooding. Remove and store fabric from fences.		



- Remove formwork that has not been poured with concrete. If removal not possible, load the deck with rebar, steel, and/or beams tied down to prevent movement. - Secure trailers (if applicable) and equipment. - Lower motor-crawler cranes boom to ground. Let the mast on tower cranes weathervane.		
- Secure dumpsters, port-o-lets. - Prepare to move electrical equipment, including computers and printers / faxes off-site or move them to an interior room or closet, cover with plastic.		
Box up files and office machines from jobsite office and prepare them for transport.		
PHASE 4		
Load files and office machines into vehicles.		
Account for all personnel, including subcontractor personnel.		
Secure gate entrances.		
Leave the project.	All employees.	
POST STORM		
Personnel are to return to their jobsite or office with proper identification when and as instructed by calling the designated number or person after the storm. DO NOT attempt to drive to your project or office until day light.		
Conduct a safety inspection.		
Take numerous pictures and extensive video of the project, inside and outside.		
Call Florida Drilling's Risk Management Department to report any damage.		

	Tropical Storm /Hurricane Preparedness Plan	Page 12 of 16
	June 2019	Version 1

• Clean-up.		
• Start work on the project		
• Write up damage report for Florida Drilling's Risk Management Department.		

	Tropical Storm /Hurricane Preparedness Plan	Page 13 of 16
	June 2019	Version 1

Appendix A

Risk Insurance Information

Name:	Telephone #:	Policy #:
Address:		



Appendix B

List of Florida Drilling Employees at the Jobsite

Job Name	
Job Number	

Name: Address: Telephone: Cell: Job Title: Emergency Contact: Name: Address: Phone:	Name: Address: Telephone: Cell: Job Title: Emergency Contact: Name: Address: Phone:	Name: Address: Telephone: Cell: Job Title: Emergency Contact: Name: Address: Phone:
Name: Address: Telephone: Cell: Job Title: Emergency Contact: Name: Address: Phone:	Name: Address: Telephone: Cell: Job Title: Emergency Contact: Name: Address: Phone:	Name: Address: Telephone: Cell: Job Title: Emergency Contact: Name: Address: Phone:
Name: Address: Telephone: Cell: Job Title: Emergency Contact: Name: Address: Phone:	Name: Address: Telephone: Cell: Job Title: Emergency Contact: Name: Address: Phone:	Name: Address: Telephone: Cell: Job Title: Emergency Contact: Name: Address: Phone:



Appendix C

List of Subcontractors at the Jobsite

Job Name	
Job Number	

Company Name	Work Scope	Address	Name	Phone Number

	Tropical Storm /Hurricane Preparedness Plan	Page 16 of 16
	June 2019	Version 1

Appendix D

Florida Drilling Contact List

Company Name	Name	Position	Phone Number	Email Address
Florida Drilling		Safety Manager		
Florida Drilling		Corporate Safety Officer		

Safety Orientation



FPL Turkey Point NGS Site

HAZCOM CFR1910.1200

- ✓ The purpose of hazard communication (HAZCOM) is to ensure that imported or produced chemicals are classified and the information associated is provided to employers and their employees.
- ✓ Important components include proper container labeling and safety data sheets.
- ✓ If you need access to the SDS binder or safety plan, please ask your supervisor.



*Where can the FDD
SDS binder be located
on this job site?*



HAZCOM (Symbols and Meanings)



Flame
Flammable
Emits Flammable
Gas
Self-heating



Environment
Aquatic Toxicity



Flame over Circle
Oxidizers



Exclamation Mark
Irritant (skin and eye)
Acute Toxicity
Narcotic Effects
Respiratory Tract
Irritant



Gas Cylinder
Gas Under Pressure



Exploding Bomb
Explosive
Self-Reactive
Organic Peroxide



Health Hazard
Carcinogen
Respiratory
Sensitizer
Reproductive
Toxicity



Corrosion
Skin Corrosion/Burns
Eye Damage
Corrosive to Metals



Skull and Crossbones
Acute Toxicity (fatal
or toxic)



Labels for hazardous chemicals must contain:

- ✓ Name, Address, and Phone Number
- ✓ Product Identifier
- ✓ Signal Word
- ✓ Hazard Statement
- ✓ Precautionary Statements
- ✓ Pictograms

Rectangular Sign

HS85
Batch number: 85L6543



Warning
Harmful if swallowed

Wash hands and face thoroughly after handling. Do not eat, drink or smoke when using this product. Dispose of contents/container in accordance with local, state and federal regulations.

First aid:
If swallowed: Call a doctor if you feel unwell. Rinse mouth.

GHS Example Company, 123 Global Circle, Anyville, NY 130XX

Telephone (888) 888-8888

Safety Data Sheet (SDS)

Each hazardous chemical that workers encounter and/or use within the facility needs an associated safety data sheet.

There are 16 sections of the safety data sheet. Some of those sections:

- Identify the chemical or substance
- Identify the hazard associated with the chemical or substance
- Provide the first-aid measures
- Indicate what the employee must do if there is an accidental release
- Indicate exposure controls and personal protection equipment that should be worn, if any
- Identify physical and chemical properties of the chemical
- Indicate what to consider when disposing of the chemical



Revision Date 22-Apr-2015

Version 1

SAFETY DATA SHEET

1. IDENTIFICATION

Product identifier

Product Name

Other means of identification

Product UPC

Product Code

Recommended use of the chemical and restrictions on use

Recommended Use

Uses advised against

Details of the supplier of the safety data sheet

Manufacturer Address

Emergency telephone number

Emergency Telephone

HDX Outdoor Bleach Cleaner

59647-91103

23948948211

Consumer use. Cleaning agent. Chlorine-based bleaching agents.

Do not mix with other chemicals

KIK International LLC

33 Macintosh Blvd.

Concord, Ontario

Canada L4K 4L5

1-800-479-8803

Poison Control Center (Medical) : (866) 366-5048

Chemtel (Transportation) 1-888-255-3924

2. HAZARDS IDENTIFICATION

Classification

OSHA Regulatory Status

Skin corrosion/irritation

Serious eye damage/eye irritation

Category 2

Category 1

Label elements

Emergency Overview

Danger

Hazard statements

Causes skin irritation

Causes serious eye damage

Color: light yellow

Physical state: liquid

Odor: Slight chlorine

Precautionary Statements - Prevention

Wash face, hands and any exposed skin thoroughly after handling

Emergency Action Plan (EAP)

- ✓ You will need to understand the emergency evacuation procedures and be able to follow instructions given by your Construction Manager.
- ✓ You will need to report to your assigned Assembly Area and remain there until the “all clear” is given.
- ✓ You will need to know what to do when the evacuation alarm sounds and report accidents, incidents, and/or near misses to your Safety Manager.

** Call 911 for all emergencies **

AGENCY	NAME	PHONE #
Local Hospital	Baptist Health Homestead Hospital	(786) 243-8000
Local Fire Department	NA	911
Local Police	NA	911
<u>WASD</u> Emergency Communication Center	NA	(305) 274-9272
Poison Control	NA	1-800-222-1222
<u>FDD</u> Project Manager	NA	561-371-9985
<u>FDD</u> Site Supervisor	Bruce Balmer	561-315-2459
<u>FDD</u> Health and Safety Coordinator	Nick Martin	561-222-6823



Respiratory Protection

- Atmospheric Hazards can exist in a gaseous, vaporous and particulate states.
- Respirators must be worn whenever you are working in a hazardous atmosphere. The appropriate respirator will depend on the contaminant(s) to which you are exposed, and the protection factor (pf) required. Required respirators must be NIOSH-approved and medical evaluation and training must be provided before use.
- Types of Respirators:
 - Air Purifying Respirator – remove contaminants from air before they are inhaled
 - Atmosphere Supplying Respirator – supply an independent source of “clean” air
 - Employees must be fit tested annually to be able to wear a respirator.



Respiratory Protection



Limitations:

- A respirator is one type of control often selected when ventilation controls such as local exhaust or enclosure are not feasible or sufficient.
- A respirator that is not used properly will fail to provide adequate protection and may even cause certain hazardous conditions.
- Respiratory protection is considered the last resource in employee exposure control to airborne contaminants.



Confined Spaces

- ✓ A confined space is an area that is large enough and configured for a worker to enter and perform certain jobs.
- ✓ It has limited or restricted means for entry or exit and is not designed for continuous occupancy.
- ✓ These spaces may include
 - tanks vessels
 - silos storage bins
 - hoppers vaults
 - pits manholes
 - tunnels equipment housing
 - ductwork pipelines
 - etc.



Confined Spaces

A permit-required confined space has one or more of the following characteristics:

- ✓ contains or has the potential to contain a hazardous atmosphere;
- ✓ contains material that has the potential to engulf an entrant;
- ✓ has walls that converge inward or floors that slope downward and taper into a smaller area which could trap or asphyxiate an entrant;
- ✓ contains any other recognized safety or health hazard, such as unguarded machinery, exposed live wires, or heat stress.

To prevent unauthorized entry, signs and/or barricades must be utilized to prevent personnel from entering "confined space" designated locations.



Housekeeping

- ✓ Lumber with protruding nails, and all other debris, need to be kept cleared from work areas, passageways, and stairs, in and around buildings or other structures.
- ✓ Combustible scrap and debris need to be removed at regular intervals during construction.
- ✓ Containers need to be provided for collecting and separating waste, trash, oily and used rags, and other refuse. Containers used for garbage and other oily, flammable, or hazardous wastes, such as caustics, acids, harmful dusts, etc. need to be equipped with covers. Garbage and other waste need to be disposed of at frequent and regular intervals.



Electrical Hazards

- ✓ Employees cannot operate equipment unless certified by FDD.
- ✓ Different types of electrical hazards include electric shock and electrocution, and arc flashes and can vary in severity.
- ✓ Grounding protects workers if lines and equipment that were correctly deenergized become energized. It provides protection by eliminating potentially hazardous voltage differences. This is done by creating a low- resistance path to the earth.
- ✓ Bonding is the interconnection of conductive parts designed to maintain a common electric potential.



Fall Protection

- ✓ Guardrail systems, safety net systems, personal fall protection systems including travel restraints and positioning systems, and ladder safety all help in avoiding the risk of employees falling.
- ✓ Fall protection equipment must be properly inspected and used and employees must be trained on its use prior to the start of work.



Fire Protection and Prevention

- ✓ FDD employees need to comply with all aspects of the fire protection and prevention program and follow all procedures including the wearing of appropriate personal protective equipment, training techniques and reporting.
- ✓ Only authorized employees can use, inspect, test and maintain fire extinguishing equipment.
- ✓ The fire protection and prevention program teaches you the different types of fire extinguishers, flammable and combustible material storage, as well as general requirements.



Portable Fire Extinguishers

If you are designated to use a portable fire extinguisher as part of the FDD emergency action plan, then you must be trained on the proper use of a portable fire extinguisher in case of an emergency.



Portable Fire Extinguishers

Fire Class	DESCRIPTION
A	Fires in ordinary combustible materials, such as wood, cloth, paper, rubber, and many plastics.
B	Fires in flammable liquids, combustible liquids, petroleum greases, tars, oils, oil-based paints, solvents, lacquers, alcohols, and flammable gases.
C	Fires that involve energized electrical equipment.
D	Fires in combustible metals, such as magnesium, titanium, zirconium, sodium, lithium, and potassium.
E	Fires in cooking appliances that involve combustible cooking media (vegetable or animal oils and fats).



Respirable Crystalline Silica

Respirable Crystalline Silica is created when cutting, sawing, grinding, drilling, and crushing stone, rock, concrete, brick, block, and mortar.

You are responsible for:

- ✓ Knowing the hazards of silica dust exposure
- ✓ Using the assigned protective equipment in an effective and safe manner
- ✓ Working with the project/task specific Job Safety Analysis
- ✓ Reporting potential issues to your Supervisor



Walking Working Surfaces

Walking working surfaces means any horizontal or vertical surface on or through which an employee walks, works, or gains access to a work area or workplace location.

Walking working surfaces can create a hazard through:

- A change in the elevation of the surface;
- Uneven walkways;
- Unmarked elevation changes;
- Improper floor types (such as slick flooring); and
- Things that jut out into walkways that are not readily seen by employees.



Hand and Power Tools

- ✓ Appropriate personal protective equipment such as safety goggles and gloves must be used to help prevent hazards.
- ✓ Power tools must be fitted with guards and safety switches.
- ✓ Basic safety rules to help prevent hazards associated with using hand and power tools include:
 - ✓ Keep all tools in good condition with regular maintenance.
 - ✓ Use the correct tool for the right job.
 - ✓ Examine each tool for damage before use and do not use damaged tools.
 - ✓ Operate tools according to the manufacturer's instructions.
 - ✓ Use the proper PPE appropriately.



Heat Stress



There are five major illnesses associated with heat stress:

heat stroke - heat exhaustion - heat cramps - heat rashes - heat fatigue

Signs and symptoms:

- ✓ Heat Stroke: confusion, irrational behavior, loss of consciousness, convulsions, lack of sweating, hot/dry skin, and very high body temperature. If someone shows these signs you should move them to a shaded, cool area. If a worker exhibits these symptoms, then professional medical treatment should be sought immediately, and you should contact your supervisor.
- ✓ Heat Exhaustion: headache, nausea, vertigo, weakness, thirst, and giddiness.
- ✓ Heat Cramp: muscles become tense and cause severe pain.
- ✓ Heat rash: prickly heat that causes red papules.
- ✓ Heat Fatigue: impaired performance of physical skill, mental ability, or attentiveness



Personal Protective Equipment (PPE)

- ✓ Personal Protective Equipment saves lives.
- ✓ It is important to wear the proper PPE for each job type.
- ✓ If you do not wear PPE then unintended consequences can happen, such as:
 - Accidentally spilling a hazardous chemical on the skin
 - An object piercing the skin
 - An object flying into the eyes causing temporary loss of vision or permanent blindness
 - A heavy object falling on the head at a construction site



FDD PPE Requirements

- Boots
- Pants
- Hard Hat
- Shirts with sleeves
- Job specific eye protection
- Job specific gloves (not required for every task)



Materials Storage and Handling

- ✓ Aisles and passageways need to be kept clear to provide for the free and safe movement of material handling equipment or employees.
- ✓ Noncompatible materials need to be segregated in storage.
- ✓ Storage areas need to be kept free from accumulation of materials that constitute hazards from tripping, fire, explosions, or pest harborage. Vegetation control will be exercised when necessary.
- ✓ Supplies cannot be stored on scaffolds or runways more than what is needed for immediate use.



Control of Hazardous Energy (Lockout/Tagout)

- ✓ Lockout/Tagout indicates that a piece of equipment is isolated when it needs repair or is undergoing maintenance, so it is not unintentionally used by another worker.
- ✓ Lockout is when you lock down the equipment being repaired or undergoing maintenance. This stops any hazardous energy from being released and possibly causing harm to a worker.
- ✓ Tagout is a sign or indicator to other workers not to use the machine.



Hurricane Preparedness

In the instance of a hurricane or severe weather, follow the FDD Hurricane Preparedness plan.

- ✓ Hurricane/Tropical Storm watches mean that a hurricane or tropical storm is possible in the specified area.
- ✓ Hurricane/Tropical Storm warnings mean that a hurricane or tropical storm is expected to reach the area, typically within 24 hours.
- ✓ In all cases, FDD employees should be prepared to follow instructions from the local authorities and the administrator of the Hurricane program, and to evacuate if instructed to do so.



Infectious Disease Exposure and Control

- ✓ Workers are required to wash their hands after using restrooms and prior to eating.
- ✓ Workers must clean and disinfect high touch areas and shared tools.
- ✓ Workers should not touch their face, eyes, nose, or mouth with unclean hands
- ✓ Stay home when sick!



REVIEW

- ✓ Hazard Communication uses pictograms, labels, and safety data sheets to convey hazard information to workers.
- ✓ Workers are prohibited from entering confined spaces.
- ✓ Emergency action plans are important to be familiar with in the event of emergency situations.
- ✓ Fire protection and prevention programs include minimizing risk and the ability to use a fire extinguisher if needed.
- ✓ Walking Working Surfaces can cause slips, trips and falls if proper housekeeping is not performed.



REVIEW

- ✓ Heat Stress can be life threatening; it is important to know the signs.
- ✓ Personal Protective Equipment helps to reduce or negate the amount of damage from accidents.
- ✓ Lockout/Tagout methods identify equipment that is not working or is undergoing maintenance so other workers know not to use it.
- ✓ Materials handling and storage: passageways, aisles and storage areas need to be kept free from accumulation of materials that constitute hazards from tripping, fire, explosions, or pest harborage.
- ✓ Infectious Disease prevention:
 - ✓ Workers are required to wash their hands after using restrooms and prior to eating
 - ✓ Workers must clean and disinfect high touch areas and shared tools
 - ✓ Workers should not touch their face, eyes, nose, or mouth with unclean hands



Subsurface Hazards

- ✓ Various forms of underground/overhead utility lines or pipes may be encountered during site activities.
- ✓ Ensure that buried utilities at the site have been located and marked either by the respective utility company or public utility location company.
- ✓ If the location is unclear or there is not enough information to accurately determine the location of an underground utility, FDD employees will hand clear or use careful digging techniques to a depth of at least five feet (5') below ground surface.



Traffic Hazards

- ✓ Portions of site activities may be located in a street where vehicular and pedestrian traffic will be present. When working in or near areas where traffic hazards may be present, personnel shall isolate the work area using cones, flagging, or other methods to ensure a safe work zone.
- ✓ ANSI-rated high visibility safety vests should be worn by personnel when working in high traffic areas.



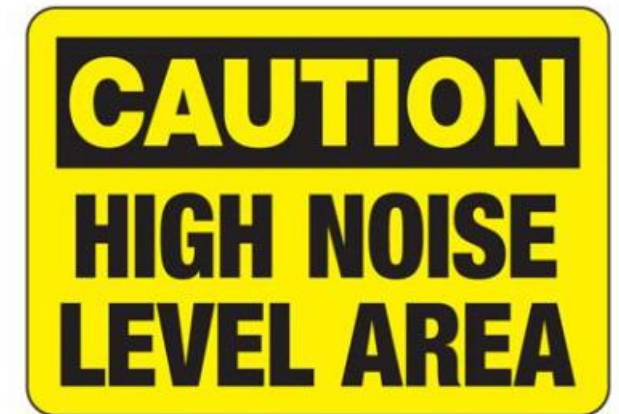
Mechanical Hazards

- ✓ When heavy, mobile equipment is being utilized on site, FDD personnel will wear high visibility clothing and maintain a constant line-of-sight with the equipment operators.
- ✓ FDD personnel shall not attempt to operate equipment brought on site by the subcontractor (i.e., crane, scissor lift).
- ✓ Site personnel shall familiarize themselves with the equipment being utilized on site and shall, at a minimum, know how to stop or turn off the equipment.



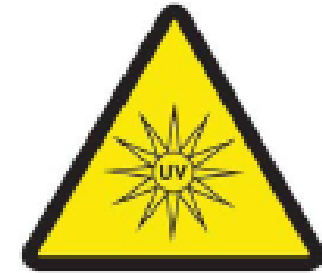
Acoustical Hazards

- ✓ Noise is a potential hazard associated with the operation of heavy equipment and power tools.
- ✓ Workers with an 8-hr time weighted average of exposures exceeding 85 dBA shall be included in a Hearing Conservation
- ✓ Hearing protection will be worn by all personnel:
 - operating or working within the vicinity of heavy equipment;
 - when noise is sufficient to interfere with general conversation at a normal speaking volume;
 - when noise levels exceed 85dBA;
 - and/or when site requirements indicates mandatory use.



Ultraviolet Hazards

- ✓ FDD employees will be exposed to very high UV when working outdoors.
- ✓ Workers are susceptible to sunburn if not properly protected with sunscreen and/or protective clothing (hats, long sleeve shirts, etc.).



Biohazards

- ✓ FDD employees may contact biological hazards such as poisonous plants, insects, animals, or exposure to bloodborne pathogens, bacteria or mold.
- ✓ Long sleeves will help protect against insect bites and exposure to poisonous plants.
- ✓ If desired and if pesticides are not a potential contaminant of concern at the site, an insect repellant may be applied to clothing in accordance with the manufacturer's directions.
- ✓ Site personnel should also avoid contact with animals whenever possible.
- ✓ Site personnel shall not perform first aid unless trained to do so.



Weather Hazards

- ✓ Extreme weather can impact work at the site. Severe weather can occur with little warning.
- ✓ Heavy rain may cause physical hazards (slip, fall) and lighting strikes during electrical storms can cause hazardous conditions.
- ✓ Thunderstorms - OSHA and NOAA recommend that employers and supervisors follow lightning safety best practices for workers whose jobs involve working outdoors.



Weather Hazards

- ✓ If caught outside in a thunderstorm, follow NOAA's recommendations to decrease the risk of being struck:
 - Lightning is likely to strike the tallest objects in each area—you should not be the tallest object.
 - Avoid isolated tall trees, hilltops, utility poles, cell phone towers, cranes, large equipment, ladders, scaffolding, or rooftops.
 - Avoid open areas, such as fields. Never lie flat on the ground.



Weather Hazards

- ✓ Retreat to dense areas of smaller trees that are surrounded by larger trees, or retreat to low-lying areas (e.g., valleys, ditches) but watch for flooding.
- ✓ Avoid water, and immediately get out of and away from bodies of water (e.g., pools, lakes). Water does not attract lightning, but it is an excellent conductor of electricity.
- ✓ Avoid wiring, plumbing, and fencing. Lightning can travel long distances through metal, which is an excellent conductor of electricity.
- ✓ Stay away from all metal objects, equipment, and surfaces that can conduct electricity.



Weather Hazards

- ✓ Do not shelter in sheds, pavilions, tents, or covered porches as they do not provide adequate protection from lightning.
- ✓ Seek fully-enclosed, substantial buildings with wiring and plumbing. In modern buildings, the interior wiring and plumbing will act as an earth ground. A building is a safe shelter if you are not in contact with anything that can conduct electricity (e.g., electrical equipment or cords, plumbing fixtures, corded phones). Do not lean against concrete walls or floors (which may have metal bars inside).



Welding Hazards

Welding and cutting operations present various safety and health hazards.

- ✓ Inspect work areas for fire hazards and proper ventilation before welding or cutting
- ✓ Place compressed gas cylinders in an upright position and secure in place to prevent dropping or falling. Handle with extreme care and do not store near any sources of heat.
- ✓ Secure cylinders on a cradle, slingboard, or pallet when hoisting. Never hoist or transport the cylinders by means of magnet or choker slings.



Welding Hazards

- ✓ Remove any combustibles when welding or cutting must be done. If removal is not feasible, cover combustibles with a noncombustible material. When welding near any combustible material, another employee must be posted to serve as a fire watch. Make sure this person has a fire extinguisher available and keep him/her in the area after welding/cutting is completed until all danger of fire is past. A hot-work permit system may be used at some jobsites.
- ✓ When opening valves on tanks that have regulators installed, be sure the pressure adjustment screw is all the way out and do not stand in front of the regulator. An internal failure could rupture the regulator and cause the adjustment screw to become a missile.



Welding Hazards

- ✓ Do not hoist cylinders by lifting on the valve protection caps.
- ✓ Secure compressed gas cylinders in an upright position (vertical) except when cylinders are actually being hoisted or carried.
- ✓ Oxygen cylinders should be stored at least 20 ft (6.1 m) from other combustible materials such as acetylene. Alternatively, oxygen and fuel gas cylinders may be separated by a 5 ft- high (1.5 m).



EMERGENCY PROCEDURES

- ✓ In the event of a major or life-threatening emergency, **call 911** as soon as possible to request emergency assistance.
- ✓ In addition, the site supervisor must be contacted.



AGREEMENT (CONTRACT) BETWEEN OWNER AND CONTRACTOR

This Agreement (Contract) made this _____ day of _____, _____ by and between the Town of Jupiter, a public agency of the State of Florida hereinafter designated as the “the TOWN” and “OWNER”, and Florida Design Drilling LLC, 7733 Hooper Road, West Palm Beach, FL 33411, a Corporation, 20-2779560 (FEIN number) hereinafter designated as “the CONTRACTOR”, in consideration of the mutual covenants hereinafter set forth agree as follows:

ARTICLE 1. WORK.

1.1 CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

Furnish all labor, equipment and materials necessary to improve the drainage and water distribution systems within Pennock Industrial Park and along the north end of Bush Road. The work includes, but is not limited to:

Furnish all labor, tools, equipment, and materials necessary to construct two (2) Surficial Aquifer production wells (58 and 59) each anticipated to be 140’ deep with the top 100’ being 20” PVC casing and bottom 40’ being either 12” open hole, open hole with liner or 12” stainless steel screen. Work shall include but not necessarily be limited to well construction permitting, drill site preparation, setup and maintenance of formation water disposal systems (including temporary piping and pumps), drilling wells including pilot holes, logging, installation of 30” steel surface and 20” PVC well casings, grouting, flow testing, geophysical and video logging, well development, step rate pump testing, well facility disinfection, well site restoration and all other incidentals as outlined in the Bid Documents and all related appurtenances necessary to complete the work based on the intent of the Bid Documents.

1.2 The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows: **CONSTRUCTION OF SURFICIAL AQUIFER WELLS SA-58 & SA-59 RE-BID (W2517) FOR THE TOWN OF JUPITER UTILITIES, JUPITER, FLORIDA**

ARTICLE 2. HYDROGEOLOGIST/ENGINEER.

2.1 The Project has been designed by the following:
JLA Geosciences, Inc., 1931 Commerce Lane, Suite 3, Jupiter, FL 33458.

2.2 The Town of Jupiter will administer the contract during the construction phase.

ARTICLE 3. CONTRACT TIME.

3.1 The Work will have substantial completion dates and final completion dates after the date when the Contract Time commences to run as provided in Article 4 of the General Conditions, and as outlined below. The work will be completed and ready for substantial and final payments in accordance with Article 15 of the General Conditions and as outlined below:

Substantial Completion:	210 calendar days from Notice to Proceed
Final Completion:	240 calendar days from Notice to Proceed

3.2 OWNER defines Substantial Completion and Final Completion in accordance with Article 1 of the General Conditions, Article SC-1 of Supplementary Conditions, and as described below in Article 6. Project Closeout of this Agreement.

- 3.3 The Final Completion date will be adjusted by OWNER, as required, such that CONTRACTOR is provided thirty (30) calendar days after the delivery date of the Punch List to complete all remaining items required to render complete, satisfactory and acceptable all Work of the Contract and as described below in Article 6. Project Closeout of this Agreement.
- 3.4 Liquidated Damages. OWNER and CONTRACTOR recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the Work is not substantially complete within the time specified in Article 3.1 above, plus any extensions thereof allowed in accordance with Article 11 of the General Conditions. They also recognize the delays, expense and difficulties involved in proving in a legal or arbitration preceding the actual loss suffered by OWNER if the Work is not substantially complete on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay OWNER Seven Hundred and Fifty 00/100 dollars (\$750.00) for each day that expires after the time specified in Article 3.1 for substantial completion until the Work is substantially complete, and Five Hundred 00/100 dollars (\$500.00) for each day that expires after the time specified in Article 3.1 above from the date of final completion until the Work has reached final completion. Liquidated damages under this Contract shall be applied to each Contract Completion date (Substantial and Final) individually and accrue until such time as the Work achieves Substantial and Final Completion, as required, by the Contract.
- 3.5 Owner may withhold payment to compensate for liquidated damages either by increasing the amount of money being held in retainage or deducting the amount due in Liquidated Damages as set-off from payment applications. Liquidated damages under this Contract will be applied to each Substantial Completion and Final Completion date identified in Article 3.1 of this Agreement, or as represented in any subsequent executed change order to this Contract for changes in Contract Time, in accordance with Article 11.08 of the EJCDC Standard General Conditions of the Construction Contract.

ARTICLE 4. CONTRACT PRICE.

- 4.1 OWNER shall pay CONTRACTOR for performance of the Work in accordance with the Contract Documents in current funds according to the Contract Unit Prices.

ARTICLE 5. PAYMENT PROCEDURES.

- 5.1 Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for payment will be processed by OWNER as provided in the General Conditions.
- 5.2 The undersigned, acknowledges that payments made by the Town of Jupiter will be made via electronic funds transfer (EFT) and vendor will provide the Town of Jupiter with the information required to make EFT payments.
- 5.3 Progress Payments. OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR'S Applications for Payment within 20 business days of receipt of each monthly approved application for payment during construction as provided below. All progress payments will be on the basis of the progress of the Work measured by the agreed upon schedule of values provided for in Articles 2 and 15 of the General Conditions.
- 5.4 Progress payments will be made in an amount equal to: 95% of the Work completed, and 95% of materials and equipment not incorporated in the Work but delivered and suitably stored, less in each case the aggregate of payments previously made. Owner is not obligated to pay for stored materials and may choose to withhold payment until materials are incorporated into the Work.

- 5.5 Upon issuance of the Certificate of Substantial Completion and delivery of an approved Punch List in accordance with Article 15 of the General Conditions, OWNER will increase payment for the remaining value of Work completed less an amount equal to 150 percent of the cost to complete the items of the Punch List in accordance with Chapter 218.735 F.S. OWNER and CONTRACTOR shall agree to the costs to complete each item on the Punch List, which may be no less than 2% of the total value of the Contract. Based on this, progress payments will be made in an amount equal to 97% of the Work completed less the aggregate of payments previously made unless liquidated damages are due. OWNER at its discretion may further increase payments to 98% of the work completed upon Substantial Completion. Owner is not obligated to increase payments to 98% of work completed.
- 5.6 Final Payment. Upon final completion and acceptance of the Work in accordance with Article 15 of the General Conditions, OWNER shall pay the remainder of the Contract Price as provided in said Article 15 of the General Conditions unless liquidated damages are due.

ARTICLE 6. PROJECT CLOSEOUT.

- 6.1 Substantial Completion. CONTRACTOR shall submit to OWNER a written request for substantial completion with an initial draft of punch list items to be completed or corrected before final payment in accordance with Article 15 of the General Conditions.
- 6.2 Inspection of Work. Within thirty (30) calendar days of CONTRACTOR request for substantial completion, OWNER, CONTRACTOR, ENGINEER and other Agencies as required shall make an Inspection of the Work to determine status of completion in accordance with Article 15 of the General Conditions. OWNER, upon agreement that work is considered substantially complete, will review and revise as needed CONTRACTOR's draft of punch list and deliver a Certificate of Substantial Completion and Punch List to the CONTRACTOR within (5) calendar days of the Inspection of the Work. OWNER shall increase payment as described in Article 5 of the Agreement.
- 6.3 The Certificate of Substantial Completion shall fix the date of the project's Substantial Completion. OWNER shall withhold liquidated damages as described in Article 3 of the Agreement for each day that surpasses the Contract Substantial and Final Completion dates.
- 6.4 Completion of the Punch List. After Substantial Completion, CONTRACTOR shall promptly begin work on the punch list of items. OWNER shall provide thirty (30) calendar days, from the date of delivery of the Punch List, to complete remaining Work of the Contract including the punch list. OWNER shall withhold liquidated damages as described in Article 3 of the Agreement for each day that surpasses the Contract Final Completion date.
- 6.5 Final Inspection. CONTRACTOR shall notify OWNER in writing that the entire Work of the Contract is complete and OWNER shall complete final inspection in accordance with Article 15 of the General Conditions.

ARTICLE 7. CONTRACTOR'S REPRESENTATIONS. In order to induce OWNER to enter into this Agreement, CONTRACTOR makes the following representations:

- 7.1 CONTRACTOR has familiarized himself with the nature and extent of the Contract Documents, Work, locality, and with all local conditions and federal, state and local laws, ordinances, rules and regulations that in any manner may affect cost, progress or performance of the Work.
- 7.2 CONTRACTOR has studied carefully all reports of investigations and tests of subsurface and latent physical conditions at the site or otherwise affecting cost, progress or performance of the Work which were relied

upon by ENGINEER in the preparation of the Drawings and Specifications and which have been identified in the Supplementary Conditions.

- 7.3 CONTRACTOR has made or caused to be made examinations, investigations and tests and studies of such reports and related data in addition to those referred to in Article 7.2 as he deems necessary for the performance of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents; and no additional examinations, investigations, tests, reports or similar data are or will be required by CONTRACTOR for such purposes.
- 7.4 CONTRACTOR has correlated the results of all such observations, examinations, investigations, tests, reports and data with the terms and conditions of the Contract Documents.
- 7.5 CONTRACTOR has given OWNER written notice of all conflicts, errors or discrepancies that he has discovered in the Contract Documents and the written resolution thereof is acceptable to CONTRACTOR.

ARTICLE 8. CONTRACT DOCUMENTS.

- 8.1 The Contract Documents which comprise the entire agreement between OWNER and CONTRACTOR are attached to this Agreement, made a part hereof and consists of the following:
 - 8.1(a) Table of Contents
 - 8.1(b) Table of Contents – Technical Specifications & Appendices
 - 8.1(c) Legal Advertisement / Invitation to Bid
 - 8.1(d) Instructions to Bidders
 - 8.1(e) Proposal (Including List of Subcontractors and Qualification Requirements)
 - 8.1(f) Contractor Safety Qualification Form
 - 8.1(g) Contractor E-Verify Affidavit Form
 - 8.1(h) Subcontractor E-Verify Affidavit Form
 - 8.1(i) Sworn Statement
 - 8.1(j) Trench Safety
 - 8.1(k) Bid Bond
 - 8.1(l) Notice of Intent to Award
 - 8.1(m) Notice of Award
 - 8.1(n) Agreement (Contract) between OWNER and CONTRACTOR
 - 8.1(o) Notice of Commencement
 - 8.1(p) Combined Payment and Performance Bond
 - 8.1(q) Opinion of Town Attorney
 - 8.1(r) Notice to Proceed
 - 8.1(s) General Conditions (EJCDC Standard General Conditions (2018 Edition), inclusive)
 - 8.1(t) Supplementary Conditions
 - 8.1(u) Any Modifications, including Change Orders, duly delivered after execution of Agreement.
 - 8.1(v) Technical Specifications including Appendices bearing the title: Construction of Surficial Aquifer Wells SA-58 & SA-59 Re-bid (W2517)
- 8.2 There are no Contract Documents other than those listed above in this Article 8. The Contract Documents may only be altered, amended or repealed by a modification described in Article 1 of the General Conditions of the Contract.

ARTICLE 9. MISCELLANEOUS.

- 9.1 Terms used in this Agreement which are defined in Article 1 of the General Conditions shall have the meanings indicated in the General Conditions.

- 9.2 No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation, moneys that may become due and moneys that are due may be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.
- 9.3 OWNER and CONTRACTOR each binds himself, his partners, successors, assigns and legal representatives to the other party hereto, his partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.
- 9.4 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 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.
- 9.5 This Agreement 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 Contractor acknowledges its legal obligation to comply with § 119.0701, Florida Statutes.
- 9.5(a) 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 contractor of the request, and the contractor must provide the records to the public agency or allow the records to be inspected or copied within a reasonable time.
- 9.5(b) If a contractor does not comply with the public agency's request for records, the public agency shall enforce the contract provisions in accordance with the contract.
- 9.5(c) A contractor who fails to provide the public records to the public agency within a reasonable time may be subject to penalties under s. 119.10.
- 9.5(d) **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 561-741-2752, TOWNCLERK@JUPITER.FL.US OR 210 MILITARY TRAIL, JUPITER, FL 33458.**
- 9.6 This Agreement is subject to and governed by the laws of the State of Florida, including without limitation Chapter 448, Florida Statutes, which provides for General Labor Regulations, and specifically Section 448.095, Employment Eligibility. The Contractor acknowledges its legal obligation to comply with § 448.095, Florida Statutes.

- 9.6(a) Pursuant to Section 448.095, Florida Statutes, 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.
- 9.6(b) 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, Florida Statutes.
 - (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.
- 9.6(c) Contractor must provide evidence of compliance with Section 448.095, Florida Statutes. Evidence shall consist of an affidavit from the Contractor 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.
- 9.6(d) Failure to comply with this provision is a material breach of the Agreement, and shall result in the 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.

9.7 This Agreement is subject to and governed by the laws of the State of Florida, including without limitation Chapter 287, Florida Statutes, which provides for Procurement of Personal Property and Services, specifically Section 287.138, Contracting with Entities of Foreign Countries of Concern. The Contractor acknowledges its legal obligation to comply with § 287.138, Florida Statutes.

- 9.7(a) Pursuant to 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.
- 9.7(b) 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.
- 9.7(c) 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.

9.8 This Agreement is subject to and governed by the laws of the State of Florida, including without limitation Chapter 287, Florida Statutes, which provides for Procurement of Personal Property and Services, specifically Section 287.135, Contracting with Scrutinized Companies. The Contractor acknowledges its legal obligation to comply with § 287.135, Florida Statutes.

- 9.8(a) 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.
- 9.8(b) 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.
- 9.8(c) 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.

IN WITNESS WHEREOF, the parties hereto have signed two (2) copies of this Agreement. At least one counterpart each has been delivered to OWNER and CONTRACTOR. All portions of the Contract Documents have been signed or identified by OWNER and CONTRACTOR.

OWNER

Town of Jupiter
210 Military Trail
Jupiter, FL 33458

By:

Jim Kuretski, Mayor

(TOWN SEAL)

ATTEST

Laura E. Cahill, Town Clerk

CONTRACTOR

Florida Design Drilling LLC
7733 Hooper Road
West Palm Beach, FL 33411

Brandon Holst, Vice President

(CORPORATE SEAL)

ATTEST

PRINT NAME AND POSITION

W2517 CHANGE ORDER NO. 1

DATE ISSUED: 12/6/2024 **EFFECTIVE DATE:** TBD
OWNER: Town of Jupiter **OWNER'S PROJECT NO.:** W2517
CONTRACTOR: Florida Design Drilling LLC **PURCHASE ORDER #:** 2025XXXX
PROJECT NAME: Construction of Surficial Aquifer Wells SA-58 and SA-59 Re-bid

The Contract is modified as follows upon execution of this Change Order:

Description: Deductive change order for value engineering cost savings to the Town

Reasons for Change Order: Owner requested for Contractor to review contract details and provide suggestions for value engineering (VE) to provide cost savings measures, which are captured by this change order as follows: clarification on the requirements for formation water disposal, Owner's agreement to directly procure a stainless steel well screen for Contractor's use in the project, as required, and Owner's agreement to allow Contractor to adjust the Bid Schedule of Values to increase the allowable cost for equipment mobilization to each wellsite while decreasing costs associated with remaining bid items to provide a credit in the amount of \$90,101.28. There is no change in Contract Time associated with this change order.

CHANGE IN CONTRACT PRICE	
Original Contract Price:	
\$ <u>1,198,225.00</u>	
[Increase] [Decrease] from previously approved Change Orders No. 0 to No. 0:	
\$ <u>0.00</u>	
Contract Price prior to this Change Order:	
\$ <u>1,198,225.00</u>	
[Increase] [Decrease] this Change Order:	
\$ <u>(90,101.25)</u>	
Contract Price incorporating this Change Order:	
\$ <u>1,108,123.72</u>	

CHANGE IN CONTRACT TIMES	
Original Contract Times:	
Substantial Completion: <u>210 calendar days from NTP</u>	
Ready for final payment: <u>240 calendar days from NTP</u>	
[Increase] [Decrease] from previously approved Change Orders No. 0 to No. 0:	
Substantial Completion: <u>0 Calendar Days</u>	
Ready for final payment: <u>0 Calendar Days</u>	
Contract Times prior to this Change Order:	
Substantial Completion: <u>210 calendar days from NTP</u>	
Ready for final payment: <u>240 calendar days from NTP</u>	
[Increase] [Decrease] this Change Order:	
Substantial Completion: <u>0 Calendar Days</u>	
Ready for final payment: <u>0 Calendar Days</u>	
Contract Times with all approved Change Orders:	
Substantial Completion: <u>210 calendar days from NTP</u>	
Ready for final payment: <u>240 calendar days from NTP</u>	

APPROVED BY OWNER:

By: Rebecca Wilder, P.E., Town of Jupiter

Title: Assistant Director of Utilities

Date: _____

ACCEPTED BY CONTRACTOR:

By: Brandon Holst, Florida Design Drilling LLC

Title: Vice President

Date: 12/6/24

W2517 CHANGE ORDER NO. 1 (CONTINUED)

Description of Changes

Change in Contract Price:

Approved #	Reason for Change Order	(Increase)/ (Decrease)
	Contractor credit to reduce cost of formation water disposal at each well in consideration of Owner clarification that Town-owned drainage system and dry retention area used for disposal at Well 58 will be inspected by Town staff at no additional cost and the natural area and existing retention pond at Well 59 is available for use precluding the need to discharge into the Palm Beach County-owned drainage system on Island Way.	(\$50,000.00)
	Contractor credit in consideration of Town's agreement to directly procure the stainless steel well screen for use, as required, in the project as well as allow Contractor to adjust the Bid Schedule of Values to increase the allowable cost for equipment mobilization to each wellsite while decreasing costs associated with remaining bid items	(\$40,101.28)
	Net Change in Total Contract Price for Change Order No. 1	(\$90,101.28)

Change in Contract Time:

Approved PCO #	Reason for Change Order	(Increase)/ (Decrease)
	No change in Contract Time	0 Calendar Days
	Net Change to Contract Time for Change Order No. 1	0 Calendar Days

List of Supporting Documents

Attachments:

1. Revised Bid Schedule of Values submitted on November 21, 2024

BIDDING COMPANY NAME: Florida Design Drilling LLC

**BID SCHEDULE OF VALUES
(REVISED BY ADDENDUM 1)**

CONSTRUCTION OF SURFICIAL AQUIFER WELLS SA-58 & SA-59 RE-BID (W2517)

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	EXTENDED VALUE
A. GENERAL BID ITEMS					
1	Consideration for Indemnification	1	LS	\$ <u>100.00</u>	\$ <u>100.00</u>
2	Bonds and Insurance (not to exceed 2% of the construction bid items)	1	LS	\$ <u>2,162.47</u>	\$ <u>2,162.47</u>
3	General Conditions / Contract Administration (not to exceed 1% of the construction bid items)	1	LS	\$ <u>8,998.75</u>	\$ <u>8,998.75</u>
4	Undefined Conditions Allowance	1	AL	\$ <u>100,000.00</u>	\$ <u>100,000.00</u>
5	Mobilization / Demobilization – Well 58 (Not to Exceed 5% of the Total Bid Price construction bid items)	1	LS	\$ <u>44,993.75</u>	\$ <u>44,993.75</u>
6	Mobilization/Demobilization – Well 59 (Not to Exceed 5% of the Total Bid Price construction bid items)	1	LS	\$ <u>44,993.75</u>	\$ <u>44,993.75</u>
7	Wells 58 and 59 Pre-Construction and Post-Construction Videos	1	LS	\$ <u>7,000</u>	\$ <u>7,000</u>
B. SITE WORK ITEMS					
8	Formation Water Disposal for Well 58	1	LS	\$ <u>25,000</u>	\$ <u>25,000</u>
9	Formation Water Disposal for Well 59	1	LS	\$ <u>25,000</u>	\$ <u>25,000</u>
10	Site Restoration of Well 58 Site	1	LS	\$ <u>5,000</u>	\$ <u>5,000</u>
11	Site Restoration of Well 59 Site	1	LS	\$ <u>5,000</u>	\$ <u>5,000</u>
12	Final Temporary Wellhead	2	EA	\$ <u>10,000</u>	\$ <u>20,000</u>
C. WELL CONSTRUCTION ITEMS (COMMON)					
13	Drill 6-Inch Pilot Holes	400	LF	\$ <u>50</u>	\$ <u>20,000</u>
14	Geophysical Logging for Pilot Holes	2	EA	\$ <u>15,000</u>	\$ <u>30,000</u>

**BID SCHEDULE OF VALUES
(REVISED BY ADDENDUM 1)**

CONSTRUCTION OF SURFICIAL AQUIFER WELLS SA-58 & SA-59 RE-BID (W2517)

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	EXTENDED VALUE
15	Plug and Abandon Pilot Holes	2	EA	<u>\$ 20,000</u>	<u>\$ 40,000</u>
16	Furnish, Install and Grout 30-Inch Diameter Surface Casing	100	LF	<u>\$ 2,675</u>	<u>\$ 267,500</u>
17	Drill Nominal 28-Inch Diameter Borehole to 100 Feet	100	LF	<u>\$ 200</u>	<u>\$ 20,000</u>
18	Furnish and Install 20-Inch Diameter Schedule 40 PVC Casing to Approximately 100 Feet	200	LF	<u>\$ 175</u>	<u>\$ 35,000</u>
19	Cement Grout 20-Inch Diameter PVC Casing In Place	500	SACKS	<u>\$ 25</u>	<u>\$ 12,500</u>
20	Drill Nominal 12-Inch Diameter Borehole to 140 Feet	80	LF	<u>\$ 150</u>	<u>\$ 12,000</u>

D. OPEN HOLE WITH LINER WELL CONSTRUCTION ITEMS

21	Ream 12-Inch Borehole to 18-Inches to 120 Feet	20	LF	<u>\$ 10</u>	<u>\$ 200</u>
22	Install Gravel Plug to 120 Feet	45	CF	<u>\$ 5</u>	<u>\$ 225</u>
23	Install 40 Feet of 12-Inch Diameter Schedule 40 PVC Liner Casing	40	LF	<u>\$ 10</u>	<u>\$ 400</u>
24	Cement Grout 12-Inch Diameter Liner Casing in Place	200	SACKS	<u>\$ 7.50</u>	<u>\$ 1,500</u>
25	Remove Gravel Backfill from Borehole to 140 Feet	20	LF	<u>\$ 10</u>	<u>\$ 200</u>

E. SCREENED WELL CONSTRUCTION ITEMS

26	Drill 18-Inch Borehole to 140 Feet	40	LF	<u>\$ 10</u>	<u>\$ 400</u>
27	Furnish and Install 12-Inch Diameter 316 Stainless Steel Screen from 100 to 140 Feet	40	LF	<u>\$ 20</u>	<u>\$ 800</u>
28	Furnish and Install 12-Inch Diameter Schedule 40 PVC Riser Casing	100	LF	<u>\$ 10</u>	<u>\$ 1,000</u>
29	Furnish and Install Gravel Pack	90	CF	<u>\$ 5</u>	<u>\$ 450</u>

**BID SCHEDULE OF VALUES
(REVISED BY ADDENDUM 1)**

CONSTRUCTION OF SURFICIAL AQUIFER WELLS SA-58 & SA-59 RE-BID (W2517)

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	EXTENDED VALUE
F. WELL DEVELOPMENT AND TESTING (COMMON)					
30	Direct Airlift Development	400	HR	\$ 225	\$ 90,000
31	Pump Development	400	HR	\$ 400	\$ 160,000
32	Jetting with Simultaneous Airlift Well Development	200	HR	\$ 125	\$ 25,000
33	Step Rate Test	20	HR	\$ 600	\$ 12,000
34	Downhole Video Logging	2	EA	\$ 15,000	\$ 30,000
35	Well Disinfection and Water Quality Sampling Setup	2	EA	\$ 24,750	\$ 49,500
36	Bacteriological Sampling and Testing	2	EA	\$ 5,000	\$ 10,000
G. ADDITIONAL WORK ITEMS					
37	Extra Work by Drilling Crew with Drilling Equipment	40	HR	\$ 15	\$ 600
38	Extra Work by Drilling Crew without Drilling Equipment	40	HR	\$ 10	\$ 400
39	Extra Work by Drilling Crew with Only Foreman and One Crew Member	40	HR	\$ 5	\$ 200

Total Bid Price: (Item Nos. 1 - 39) = \$ 1,108,123.72

* Refer to Section 01025 Measurement and Payment of the technical specifications for additional detail for all Pay Items.

Total Bid Price (Item Nos. 1 - 39) in Words: One Million One Hundred Eight Thousand One Hundred Twenty-Three Dollars and Sevetty-Two Cents

Note: The Bid Schedule of Values is based on an estimate of one screened well and one open hole with liner well. Actual type of well construction used will be determined by Owner and Owner's Consultant during pilot hole drilling. Any well may be constructed in any scenario presented above.

**This page should be clearly marked with a tab for easy identification during the bid opening process.*

**MUST CHECK ONE OF THE FOLLOWING:
BACTERIOLOGICAL CLEARANCE LABORATORY**

- ☒ **Approved State Department of Health Laboratory (DOH Certified)**
- ☐ **Town of Jupiter Utilities Laboratory (DOH Certified) - Use of Town of Jupiter
(Water System Lab will result in no charge for Item No. 36 on the Schedule of Values.)**

JLA Geosciences, Inc.

HYDROGEOLOGIC CONSULTANTS

1907 Commerce Lane, Suite 104
Jupiter, Florida 33458
(561) 746-0228
fax (561) 746-0119

TECHNICAL MEMORANDUM

To: Rebecca Wilder, P.E.
Town of Jupiter Utilities Department

From: Jon Friedrichs, P.G.

RE: Construction of Surficial Aquifer Wells SA-58 and SA-59 Re-bid (W2517)

Date: December 6, 2024

JLA Geosciences Inc. (JLA) reviewed the one (1) responsive bid and one (1) no bid provided by State of Florida water well contractors for the above referenced Construction of Surficial Aquifer Wells SA-58 and SA-59 Re-bid (W2517) contract.

A non-mandatory pre-bid meeting was conducted on October 16, 2024 at the Jupiter Water Treatment Plant, located at 17403 S. Central Blvd, Jupiter, FL 33458. Attendees included the following State of Florida certified water well contractors: All Webb's Enterprises, Inc. and Florida Design Drilling, Inc. Of the two bid responses received by the Town, both were from State of Florida certified water well contractors that attended the non-mandatory pre-bid meeting.

On November 5, 2024, two (2) bid responses were opened and recorded. One (1) of the bids was deemed responsive, the second was submitted as a "no bid". Florida Design Drilling, Inc (FDD) was the lowest and only priced bidder for a price of \$1,198,225.00. Drilling of large diameter public water supply wells is a major undertaking that requires a Florida certified water well contractor with specialized equipment and specific experience. There are a limited number of contractors in the region who can meet the licensing, experience and equipment requirements for drilling therefore, it is not uncommon to receive only one responsive bid for well drilling projects.

Taking into consideration that the Town only received one (1) responsive bid on this project, JLA compared the Town's W2517 bid price with other similar projects recently bid to construct larger diameter surficial aquifer system (SAS) wells in South Florida. Specifically, JLA compared recent

Town of Jupiter Construction of Surficial Aquifer Wells SA-58 and SA-59 Re-bid W2517

Recommendation of Bid Award

December 6, 2024

Page 2 of 4

bids from Village of Palm Springs (VPS) and South Martin Regional Utility (SMRU) received in 2024 and 2023, respectively.

Both projects had two (2) responsive bidders, Florida Design Drilling (FDD) and All Webbs Enterprises (AWE). The detailed bid tabulations from the VPS and SMRU projects were compared the Town's W2517 bid to better understand the competitiveness of the bid. It is important to note that both the VPC and SMRU project are for a single, SAS well inclusive of the final wellhead, electrical and piping components whereas the Towns W2517 bid is for construction of two, SAS wells and no final wellhead, electrical nor piping work. However, bid tabulations are sufficiently detailed to separate well construction costs from the wellhead, electrical and piping improvements for the purpose of comparison herein. A summary table is provided below with the total bid price for each project along with the equivalent price for one, SAS production well where pricing received by the Town is the 2nd lowest price received for recent, comparable projects.

Bid Date	Project	Bidder	Total Bid Price	Price for One Well	Notes Original Bid Included
11/05/2024	Town	FDD	\$1,198,225	\$599,113	Two SAS Production Wells w/ 20" PVC well casing.
8/22/2024	VPS	AWE	\$1,292,370	\$800,614	One SAS Production Well w/ 24" PVC well casing.
		FDD	\$2,349,000	\$957,820	SAS Final Wellhead, Electrical and Piping
3/21/2023	SMRU	AWE	\$1,742,114	\$487,370	One SAS Production Well w/ 20" PVC well casing.
		FDD	\$2,001,520	\$1,087,650	SAS Final Wellhead, Electrical and Piping

The Town requested FDD to review their bid for value engineering (VE) opportunities that would result in cost savings to the Town. FDD provided the Town a list of VE and tax saving options on 11/21/2024 after receiving clarification from the Town on the requirements for formation water disposal, Town's agreement to directly procure a stainless steel well screen for FDD's use in the project, as required, and Town's agreement to allow Contractor to adjust the Bid Schedule of Values to increase the allowable cost for equipment mobilization to each wellsite while decreasing costs associated with remaining bid items. A summary of the VE savings and subsequent reduction in bid pricing is summarized below:

JLA Geosciences, Inc.

Town of Jupiter Construction of Surficial Aquifer Wells SA-58 and SA-59 Re-bid W2517
Recommendation of Bid Award
December 6, 2024
Page 3 of 4

Project W2517	Value
Original Bid	\$1,198,225.00
Total Offered VE Savings	\$90,101.28
Revised Bid Price	\$1,108,123.72

The VE Savings offered by FDD are appreciable while maintaining conformance with the bid contract documents and state of Florida well construction requirements. JLA agrees with acceptance of the VE savings options outlined above.

In addition to the bid price and VE Savings review, each FDD reference was contacted by JLA to evaluate if the referenced work was consistent with the work and contractor qualifications included in the Town's bid and if the Bidder performed the work satisfactorily. All FDD's references were positive and each recommended FDD based on the reference's experience with their comparable projects. Additionally, JLA has recent experience working with FDD on similar projects for other utilities and FDD's work was successful and they met their contractual obligations. Based on our review, FDD has demonstrated experience performing work comparable to the work in the Town's bid W2517 and the bid price is consistent with other recently bid projects of similar scope.

JLA Geosciences considers FDD to have provided a fair and competitive price including the additional VE cost saving for this project and has sufficient applicable experience to complete the project. **JLA agrees that Florida Design Drilling, Inc. meets the requirements to be awarded the contract for the Construction of Surficial Aquifer Wells SA-58 and SA-59 Re-bid (W2517).**

If there are questions, please don't hesitate to contact us directly at 561-746-0228.

Respectfully submitted,
JLA Geosciences, Inc.



Jon Friedrichs, P.G.
Principal Hydrogeologist

JLA Geosciences, Inc.

HYDROGEOLOGIC CONSULTANTS

1907 Commerce Lane, Suite 104
Jupiter, Florida 33458
(561) 746-0228
fax (561) 746-0119

October 31, 2024,

Via Electronic Mail

Mrs. Rebecca Wilder, P.E.
Assistant Director of Utilities
Town of Jupiter Utilities
17403 Central Blvd.
Jupiter, Florida 33458

***RE: Hydrogeologic Consulting Services Proposal for – North Limestone Creek Wellfield
Production Wells SA-58 and SA-59 Well Construction Phase Services.***

Dear Rebecca:

JLA Geosciences, Inc. (JLA) is pleased to have the opportunity to provide hydrogeologic consulting services to the Town of Jupiter (Town). Surficial aquifer system (SAS) production wells 58 and 59 which are slated for construction in FY2025, which are located in the Town's North Limestone Creek Wellfield referred to as Wellfield Number 4 (WF#4) in the Town's South Florida Water Management District Water Use Permit. To date the preliminary design well site condition assessment, permitting, and well specifications have been completed and the project is currently out to bid. Our proposed scope of work moving forward includes well construction and reporting phase services for two (2) new SAS production wells (58 & 59).

The following tasks identify our proposed scope of work with associated costs for your consideration:

1.0 Field Supervision During Production Well Drilling and Sampling - JLA will provide hydrogeologic observation services, hydrogeologic recommendations and guidance, and well design/construction expertise during construction of two (2) SAS production wells. A JLA hydrogeologist will be present on site during critical phases of the production well construction including: pilot hole drilling and geophysical logging, casing installation and cement grouting, completion interval drilling, well development, pump testing and water quality testing. JLA will provide recommendations for the selection of screen and gravel, if used, constructed depths of boreholes and casings, and will oversee step drawdown testing, perform water level measurements and well specific capacity analysis. This task will include providing the client with typed geologist's lithologic logs, water quality field data summaries, and copies of geophysical logs. Digital photos will be taken of significant activities during construction of the well. The estimate of labor hours is based on the attached summary.

Professional and support services Two (2) Wells (Time and Materials): \$75,191.00

- 2.0 Well Completion Report Preparation** – JLA will prepare lithologic logs, review well construction field logs, compile summaries and complete analysis of all hydrologic and water quality field data including geophysical log analysis and summarize and interpret pumping test results. JLA will prepare a well completion report summarizing the construction of the SAS production wells 58 and 59, including figures, data tables, geologic and geophysical logs, pump test data and water quality data, as well as recommendation for well operation and maintenance.

Professional and support services (Time and Materials): \$8,873.00

- 3.0 Work Contingency** - To support the project, a work contingency fund has been allocated to cover unforeseen items related to the scope of work herein that may arise during the construction of the two wells. This fund provides added assurance that any unexpected requirements or adjustments can be promptly addressed, helping maintain project timelines and quality. Additional tasks provided by JLA to the Town under the Work Contingency will be as requested by the Town.

Professional and support services (Time and Materials): \$15,000.00

TOTAL COST ESTIMATE (TIME & MATERIALS)	\$ 84,063.00
TOTAL COST ESTIMATE WITH CONTINGENCY	\$ 99,063.00

This proposal was prepared based on the information provided to date and our understanding of the project. If you feel that we have omitted anything or have not clearly defined the anticipated scope of work, we will gladly review additional information and modify the scope and associated costs accordingly.

Thanks again for the opportunity; if you have any questions, please do not hesitate to call me.

Sincerely,
JLA Geosciences, Inc.



James L. Andersen, P.G
Principal Hydrogeologist

Hydrogeologic Services Estimate

JLA Geosciences, Inc.

PROJECT: Town of Jupiter - Wellfield No. 4 Production Wells 58 and 59 Well Construction Phase Services													SHEET 1 OF 1
CLIENT: Town of Jupiter													FILE NO.
ESTIMATOR: Jim Andersen, P.G., JLA Geosciences													DATE: 10/31/2024
DESCRIPTION:													MAN HOURS/EXPENSES
Hydrogeologic Consulting Services Proposal for – Wellfield No. 4 Production Wells 58 and 59 Well Construction Phase Services													
	Pres & Prin Model	Prin Hydro	Sr. Hydro III	Sr. Hydro II	Sr. Hydro	Hydro III	Hydro II	Hydro I	Hydrologic Tech	ODC / Subcontr.	Dir Exp (5%)	LINE TOTAL	TASK TOTAL
NO.	TASK												
	Construction services for Production Wells 58 and 59												
	Meetings: kick off (1), weekly progress meetings 240 day contract schedule (34), final walk through (1)	2	36			18						\$512	\$10,742
	Project Management, contractor coor, documents, contractor submittal review	2	16			24						\$355	\$7,455
	Well siting, mobilization oversight		6									\$60	\$1,260
	Pilot Hole - Drilling	2	12			48						\$453	\$9,513
	Pilot Hole - Geophysical Logging	2	8			20						\$231	\$4,851
	Pilot Hole abandonment oversight					12						\$78	\$1,638
1.0	Borehole Drilling		2			40						\$280	\$5,880
	Installation and cementing of surface casing		4			16						\$144	\$3,024
	Installation and cementing of 20" casing		4			16						\$144	\$3,024
	Casing setting/open hole interval/well screen recommendations	2	10									\$121	\$2,541
	Screen and Gravel Installation/Reverse Air Drilling of open hole interval, sampling	1	8			40						\$351	\$7,361
	Well Development		10			12	40					\$447	\$9,387
	Pumping Test	2	4			4	28					\$272	\$5,712
	Well Video	2	2			2	12					\$134	\$2,804
	Prepare one (1) Well Completion Report												\$8,873
2.0	Prepare one (1) well completion report	1	16			24	12					\$423	\$8,873
	Work Contingency												\$15,000
3.0	A contingency fund to cover any additional service costs that may arise during the project.												
	TOTAL HOURS	16	138			84	284					522	
	LABOR (\$/HOUR)	\$210	\$200	\$190	\$180	\$145	\$130	\$120	\$110	\$80			
	TOTAL ESTIMATE	\$3,360	\$27,600			\$12,180	\$36,920				\$4,003	\$84,063	\$84,063
	TOTAL ESTIMATE WITH CONTINGENCY												\$99,063

Project Budget Summary		
Construction of Surficial Aquifer Wells SA-58 and SA-59 Re-bid (W2517)		
(Updated 12/5/2024)		
<u>Funding Source</u>		
North Limestone Creek Wellfield (W0128)	\$	11,821,725
Total Project Appropriations	\$	11,821,725
<u>Expended & Encumbered to Date</u>		
Previous Design, Permitting and Construction for N. Limestone Creek Wellfield	\$	4,217,455
W2517 Design and Bid Phase Services	\$	13,462
W2517 Bid Advertisement Fees	\$	323
Total Expended & Encumbered to Date	\$	4,231,240
<u>Remaining Anticipated Expenses for W2517</u>		
W2517 Florida Design Drilling Enterprises Construction Contract	\$	1,198,225
Anticipated Cost Savings Provided by Change Order #1	\$	(90,101)
Hydrogeology Construction Phase Services - JLA Geosciences	\$	99,063
Materials Testing During Well Drilling	\$	2,500
Construction Contingency, 5%	\$	59,912
Total Estimated Expenses for W2517	\$	1,269,599
Available Budget for Wellheads, Electrical Building & Generator and 2, Future		
Remaining Surficial Aquifer Wells	\$	6,320,886

TOWN OF JUPITER
Appointing the Supervisor of Elections as the Town of Jupiter Canvassing Board.



DATE	December 17, 2024
TO	Honorable Mayor and Members of Town Council
THRU	Frank Kitzerow, Town Manager
FROM	Laura Cahill, Town Clerk
SUBJECT	Resolution 138-24, Appointing the Supervisor of Elections as the Town of Jupiter Canvassing Board.

EXECUTIVE SUMMARY

Palm Beach County Supervisor of Elections (SOE) has recommended that the Town authorize the SOE to act as the Town of Jupiter's Canvassing Board. The SOE will represent the Town at the Logic Accuracy (L&A) Tests, canvas all ballots, including absentee ballots, and certify the election results for the Municipal Election scheduled for Tuesday, March 11, 2025. If necessary, the SOE will also service as a member of the Town's Canvassing Board for the Run-Off Election Tuesday, March 25, 2025.

ANALYSIS

Authorizing the SOE as the Canvassing Board will eliminate the requirement for members of the Town Council or Staff to be in attendance at the pre-election tests or election night, unless desired.

STRATEGIC PRIORITY

- Town Communication

ATTACHMENTS

1. Resolution 138-24

FUNDING SOURCE

*Funding is not necessary for this request.

For more information or copies of the attachments, please contact Laura Cahill at TownClerk@jupiter.fl.us or 561-741-2752.

RESOLUTION NO. 138-24

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF JUPITER, FLORIDA, (TOWN) REQUESTING THAT THE PALM BEACH COUNTY SUPERVISOR OF ELECTIONS CONDUCT THE TOWN ELECTION; AUTHORIZING THE PALM BEACH COUNTY SUPERVISOR OF ELECTIONS TO CERTIFY THE ACCURACY OF THE TABULATION EQUIPMENT AND ADMINISTER, CERTIFY AND CANVASS ALL TOWN BALLOTS, INCLUDING ABSENTEE BALLOTS CAST IN THE TOWN'S ELECTION; DESIGNATING THE CANVASSING BOARD; FOR THE TOWN'S MUNICIPAL ELECTION TO BE HELD MARCH 11, 2025, AND IF NECESSARY, THE MARCH 25, 2025 RUN-OFF ELECTION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Jupiter's General Election will be held on Tuesday, March 11, 2025; and

WHEREAS, if necessary, a Run-Off Election will be held on Tuesday, March 25, 2025; and

WHEREAS, the Town, based upon the request of the Palm Beach County Supervisor of Elections (SOE) and recommendations of the Town Clerk, desires to appoint the SOE or her designee as the Town's Canvassing Board for the Municipal Election to be held on Tuesday, March 11, 2025 and if necessary the Run-Off Election on Tuesday, March 25, 2025, and

WHEREAS, the Town Council desires to appoint the Palm Beach County SOE or designee to conduct the election, certify the accuracy of the tabulation equipment, represent the Town at the Logic and Accuracy Tests; canvass and certify all ballots, including absentee ballots; designate the Town's canvassing board ; and to certify the election results for the Town's Municipal Election, to be held on Tuesday, March 11, 2025 and if necessary, its Run-Off Election, to be held on Tuesday, March 25, 2025.

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

Section 1. The Town Council of the Town hereby authorizes the SOE to distribute, canvass and certify all ballots for the Town General Election, including absentee ballots, in accordance with the Florida Election Code and the Town Code of Ordinances. The Town Council further delegates all canvassing duties, as defined by Florida Statute and the Florida Administrative Code, to the County Canvassing Board appointed by the Palm Beach County Commission and the Chief Judge of the Fifteenth Judicial Circuit and which shall be composed of the SOE; a county court judge, who shall act as chair; and the chair of the board of county commissioners, or their respective designees, for the Tuesday, March 11, 2025 and if necessary, its Run-Off Election, to be held on Tuesday March 25, 2025.

Section 2. The Town Clerk of the Town of Jupiter is hereby authorized and directed to submit a copy of this Resolution to the Supervisor of Elections of Palm Beach County, Florida.

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

TOWN OF JUPITER

Resolution 143-24: Approval of Town Council Town Property/Facilities Naming Policy



DATE	December 17, 2024
TO	Honorable Mayor and Members of Town Council
THRU	Frank Kitzerow, Town Manager
FROM	Nikki Carpenito, Senior Director
SUBJECT	Approval of Town Council Town Property/Facilities Naming Policy

EXECUTIVE SUMMARY

On July 2, 2001, the Town Council adopted a naming policy to guide the naming and dedication of Town-owned properties and facilities (2001 policy attached for reference). Recently, the Council directed staff to review the existing policy and propose an updated version for their consideration.

The original policy outlined criteria for naming facilities based on their location, function, or historical and heritage significance. It also allowed portions of facilities to be dedicated to individuals or groups who demonstrated exceptional community leadership or made significant financial contributions to the facility.

The proposed "Town Property/Facilities Naming Policy" builds upon the foundation of the original, introducing clearer criteria and streamlined processes for naming, renaming, and dedicating public spaces. The updated policy ensures that chosen names reflect the historical, cultural, or social importance of a site, honoring individuals, places, or events that hold significance to Jupiter. These names are designed to carry symbolic meaning, enhance public awareness, and contribute to the character of each location.

In addition, the revised policy introduces a more structured process for individuals or groups seeking dedications, emphasizing Town Council's oversight to ensure alignment with established guidelines. These enhancements are intended to uphold fairness, consistency, and meaningful recognition of public spaces within the community.

ANALYSIS

Approval of this policy by the Council will create a consistent, transparent framework for naming decisions, fostering community identity and honoring contributions to the Town's legacy.

STRATEGIC PRIORITY

- Organizational Excellence
- Town Communication
- Unique, Small Town Feel

ATTACHMENTS

1. Resolution 143-24
2. 2001 Naming Policy and meeting minutes
3. Town Property Facilities Naming Policy

FUNDING SOURCE

*Funding is not necessary for this request.

For more information or copies of the attachments, please contact Nikki Carpenito, Senior Director at NikkiC@jupiter.fl.us or 561-741-2335.

RESOLUTION NO. 143-24

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF JUPITER, FLORIDA, AUTHORIZING THE MODIFICATION OF THE EXISTING TOWN-OWNED PROPERTY/FACILITIES NAMING POLICY; DELEGATING OVERSIGHT RESPONSIBILITIES TO THE TOWN MANAGER; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

WHEREAS, the Town of Jupiter recognizes the importance of establishing clear and consistent guidelines for naming Town facilities to ensure transparency, fairness, and alignment with the Town's values; and

WHEREAS, the Town of Jupiter adopted a naming policy on July 2, 2001, to establish guidelines for the naming, renaming, and dedication of Town-owned properties and facilities; and

WHEREAS, the Town Council recognizes the need to update and modify the existing naming policy to reflect current practices and ensure fairness, consistency, and meaningful recognition of individuals, places, and events; and

WHEREAS, the Town Council finds it in the best interest of the community to authorize the Town Manager to oversee the implementation and administration of the updated naming policy to ensure alignment with the Town's goals, standards, and values;

NOW, THEREFORE, be it resolved by the Town Council of the Town of Jupiter, Florida:

Section 1. The Town Council hereby authorizes and approves modifications to the existing naming policy for Town-owned properties and facilities.

Section 2. The updated naming policy shall serve as the official framework for the naming, renaming, and dedication of Town-owned properties and facilities, ensuring names reflect historical, cultural, or social significance while enhancing the character and identity of each location.

Section 3. The Town Manager is hereby authorized and directed to oversee the implementation and administration of the updated naming policy, including but not limited to ensuring compliance with the guidelines and providing recommendations to the Town Council as needed.

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

**INTEROFFICE MEMORANDUM
TOWN OF JUPITER
DEPARTMENT OF PARKS AND RECREATION**

DATE: June 20, 2001

TO: Robert Bartolotta, Town Manager

FROM: Russell Ruskay, Director
Department of Parks and Recreation

SUBJECT: Facility Naming and Dedication

PURPOSE:

To establish a Townwide policy for naming public facilities owned by the Town of Jupiter.

POLICY:

Facilities owned by the Town of Jupiter shall be named according to location, function, and/or historical or heritage reference (i.e., Jupiter Village Park). However, a portion of, can be dedicated to an individual or group.

PROCEDURES:

Naming Procedures

1. When a new Town-owned facility is in the schematic design phase, the Town Manager and the Department Director(s) of the user department(s) will meet to determine the appropriate facility name, based on location, function, and/or historical reference.
2. If there is no name that adequately describes the facility in terms of location or function, or the name would be so similar to an existing facility name that it is made impractical, the group can elect to use one of the methods listed below to select a name.
 - a. Request suggestions from future occupants of the facility; or
 - b. Request suggestions from the public and future occupants of the facility.

3. If method a or b above is chosen, responses shall be made to the Mayor and the Town Council. The Mayor and the Town Council will then review and make a final determination as to the name. These responses must be submitted within a designated time frame.

New or Existing Dedication Procedures of Town Owned Facilities

1. It will be the Town Council's responsibility to determine whether a dedication is appropriate and, if so, determine the appropriate manner by which to consider potential individual or group requests. To be eligible for a dedication, you must be:
 - a. An individual who is/was considered a community leader or one who is/was active in the area of the building's programs, or
 - b. An individual who is making a financial contribution of more than 50% of the cost of the facility.
2. On Town owned facilities, all councilors will be notified of the opportunity for dedication. Each councilor will be asked to submit to the Town Manager no more than one individual or group. The Town Manager's office will prepare an Agenda item compiling the names and any necessary justification for presentation to the Council. Following Town Council's ratification, a plaque will be placed in the lobby of the building to commemorate the individual or group being honored.

K:\Mngmt\WP7\WIN99\MEMOS\agendaitemfacilitynaminganddedication.wpd

**FINAL AGENDA AND COUNCIL MINUTES
TOWN COUNCIL REGULAR MEETING
TOWN OF JUPITER
JULY 2, 2001**

The meeting was called to order by Mayor Golonka at 7:00 PM.

PRAYER AND PLEDGE OF ALLEGIANCE:

ROLL CALL: **Present were:** Mayor Golonka; Vice-Mayor Kozinski; Councilors Henderson, Daniels, and Kuretski; Mr. Bartolotta, Town Manager; Mr. Baird, Town Attorney; and Ms. Boylan, Town Clerk.

MINUTES: June 5, 2001 Regular Meeting

Mayor Golonka asked for one addition.

Page 7, Paragraph 6, Insert: Mayor Golonka mentioned the annexation approval does not imply approvals of any attachments, such as Statement of Use or number of units, as submitted by the applicant.

Councilor Daniels moved to approve the June 5, 2001 Town Council Minutes as amended; seconded by Vice-Mayor Kozinski; motion passed.

DANIELS	KOZINSKI	GOLONKA	HENDERSON	KURETSKI
Yes	Yes	Yes	Yes	Yes

ORDER OF BUSINESS FOR PUBLIC HEARINGS:

Public and Quasi Judicial Hearings:

- ** - Swearing In (For anyone planning to address Council)
- ** - Disclosure of ex parte communications (Council only)
 - Presentation by applicant
 - Staff and Planning and Zoning Commission recommendations
 - Public to be heard - Three (3) minute limit
 - Motion on the floor
- ** - Quasi Judicial Hearings only

CITIZEN COMMENTS

Mr. Tom Madden, Board Member of Belle Vista, thanked Council for sending the letter to Palm Beach County supporting the naming of the Pavilion at Ocean Cay Park in honor of Mr. and Mrs. Perry Como.

CONSENT AGENDA

All items listed in this portion of the agenda are considered to be 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 in the regular agenda.

JULY 2, 2001

CONSENT AGENDA

Councilor Daniels moved to approve the Consent Agenda; seconded by Vice-Mayor Kozinski; motion passed.

DANIELS

Yes

KOZINSKI

Yes

GOLONKA

Yes

HENDERSON

Yes

KURETSKI

Yes

Ex-parte Communications - None

PUBLIC HEARINGS

1. **Ordinance 28-01, Second Reading, Local Communications Services Tax Simplification Act** - Adjusting the tax rate in accordance with Florida's Communications Services Tax Simplification Act.

Title read by Mayor Golonka.

2. **Ordinance 29-01, Second Reading, Local Communications Services Tax Florida Statutes** - Adjusting the Local Communications Services Tax Rate in accordance with Section 337.401(3)(c)1, Florida Statutes.

Title read by Mayor Golonka.

3. **Ordinance 25-01, First Reading, Stewart Utility Easement** - Abandonment and relocation of a platted 6-foot wide utility easement on the south half of Lot 80 at 1132 Stillwater Drive within the addition to Fisherman's Landing subdivision. ***Quasi-judicial*** (Second Reading 07/17/01)

Title read by Mayor Golonka.

4. **Ordinance 30-01, First Reading, Pines on Pennock ROW Abandonment** - Amendment to Ordinance 82-00 to correct the whereas clause description for the abandonment of the 60 foot by 1300 foot posted and viewed right-of-way running east-west approximately 1300 feet south of Toney Penna Drive. ***Quasi-judicial*** (Second Reading 07/17/01)

Title read by Mayor Golonka.

5. **Resolution 56-01, Gymboree** - Special exception application to allow an indoor recreation facility (play programs for children). Located at 1449 Jupiter Park Drive (Lot 31, Jupiter Park of Commerce). ***Quasi-judicial***

5.1. POSTPONED BY APPLICANT TO 07/17/01

Ordinance 7-01, First Reading, Botanica - Application for a Planned Unit of Development (PUD) to construct a 270 unit residential community to be known as Botanica. Located on the east side of Military Trail north of Indian Creek Parkway. ***Quasi-judicial*** (Second Reading 08/07/01)

CONSENT AGENDA
PUBLIC HEARINGS

5.2 POSTPONED BY APPLICANT TO 07/17/01

Ordinance 14-01, First Reading, Sea Plum - Application for a Planned Unit of Development (PUD) special exception and site plan, to construct 360 multi-family dwelling units, to be known as Sea Plum. Located on 49± acres at the northeast corner of Military Trail and Indian Creek Parkway. ***Quasi-judicial*** (Second Reading 08/07/01)

ADJOURN PUBLIC HEARING

PUBLIC BUSINESS

6. Council approval for Request to use Forfeiture Funds in the amount of \$56,950.00.
7. Council authorization to Award Contract for Miscellaneous Stormwater Management Improvements to Russell Trucking in the amount of \$405,098.
8. Council authorization to Award Contract - EPW 2001-12, for Repair of Police Department Roof at Town Hall to Altec Roofing in the amount of \$36,863.
- 8.1 **Resolution 48-01** - Supporting efforts to save the Jupiter Theater.
- 8.2 Council approval for Facility Naming and Dedication procedures. (Continued from 06/19/01)

REPORTS

TOWN MANAGER

9. Confirmation of the following Workshop meeting:
Tuesday, **July 10, 2001** - 7:00 P.M.
 - Capital Improvement Plan
 - 2002 Business Initiatives

END OF CONSENT AGENDA

REGULAR AGENDA
PUBLIC HEARINGS

10. DELETED
11. DELETED



Town Property/Facilities Naming Policy

I. Purpose

This policy establishes the guidelines for naming Town-owned facilities, parks, and other public spaces within the Town of Jupiter. It aims to ensure that naming decisions reflect the community's values, honor significant contributions, and provide clear, consistent, and equitable procedures for the naming process.

II. Definitions

Town-owned property/facility: Buildings, structures, real property, including open space, parks, and recreation facilities owned by the Town.

III. Scope

The Town of Jupiter reserves the right to name or rename Town-owned property/facilities.

The naming of any facility shall be for the public good and reflect the history, culture, and character of the Town and its residents.

Names may be selected to honor individuals, organizations, historical events, geographic features, or other significant elements connected to the Town or Palm Beach County.

The Town of Jupiter shall avoid names that are offensive, controversial, or otherwise inconsistent with the Town's values of inclusivity, respect, and community.

IV. Types of Facilities Eligible for Naming

Parks and Recreation Facilities:

These include parks, sports fields, recreational centers, and similar spaces owned or operated by the Town.

Public Buildings:

This category includes community centers, town halls, and other public-use buildings.

Other Public Spaces:

Includes plazas, green spaces, trails, and other areas intended for public use.

Doc. No: TC24	Effective Date: 12/3/2024	Revision Date:	Revision No:	Page 1 of 3
Approved Authority: Town Council				



V. Criteria for Naming

Historical Significance:

Names that reflect the historical, cultural, or environmental heritage of Jupiter or Palm Beach County, including the commemoration of historical figures, events, organizations or achievements.

Community Contributions:

Names may honor individuals, families, or organizations that have made significant contributions to the betterment of the community through service, philanthropy, or notable achievements.

Geographical Features:

Names based on prominent geographical features, landmarks, or natural elements, such as rivers, lakes, or native flora and fauna.

Descriptive Names:

Names that describe the location, function, or unique characteristics of a facility or space, providing clarity for the public.

Names of Individuals:

When considering naming Town-owned property/facilities after an individual, consideration should focus on an individual's character, integrity, and enduring contributions to the Town. Particular attention will be given to those who have demonstrated exceptional service and commitment to the community of Jupiter.

VI. Procedure

Initiation:

Proposals for naming a facility may be submitted by any individual or group, including Town staff, community members, elected officials, or organizations.

Submission Process:

Naming proposals must be submitted in writing to the Town Council, including a rationale for the name, supporting documentation, and any relevant historical or biographical information.

Public Input:

In cases where public interest exists, the Town Council may conduct public hearings or solicit community input before making a final decision.

Staff Evaluation

Upon receiving a naming or renaming proposal, Town staff will conduct a thorough research and evaluation process to verify the accuracy and completeness of the information submitted. This process will include confirming the significance of the individual, organization, or entity proposed, validating any historical, cultural, or community contributions cited, and assessing alignment with the Town's values and goals. Staff will prepare a summary report of their findings and recommendations, which will be presented to the Town Council for consideration during the decision-making process.

**Final Approval:**

The Town Council will make the final decision on naming or renaming a facility. The decision will be made in an open public meeting. Names with offensive, discriminatory, or controversial associations will not be allowed. The Town of Jupiter reserves the right to reject any name that it deems inappropriate or inconsistent with the community's values.

Renaming Facilities:

The renaming of a facility will be considered only under special circumstances, such as:

- Significant changes in the community or the purpose of the facility.
- Changes in the historical context of the name.
- When a name no longer reflects the character or identity of the community.

The procedure for renaming a facility will follow the same process as for naming new facilities, including public input.

The form of naming recognition for Town-owned facilities will be determined by the Town Council, with Staff providing examples of potential options for consideration. These options may include facility signage, commemorative plaques, markers, or other appropriate displays. The design, size, and placement of such recognitions will align with the Town's branding standards, aesthetic guidelines, and the facility's intended purpose, ensuring the recognition is meaningful and visually harmonious with the surrounding environment.

Maintenance of Records:

The Town Manager or designee will maintain a list of named facilities, including their origins, historical context, and the individuals or organizations they honor. This information will be made available to the public through the Town's official website and at the Town Hall.

Exceptions:

The Town Council retains the authority to make exceptions to this policy when it is in the best interest of the community or when extraordinary circumstances justify a deviation from the established guidelines.

TOWN OF JUPITER
Grant Agreement with SFWMD for Dolphin Drive Drainage Improvements



DATE	December 17, 2024
TO	Honorable Mayor and Members of Town Council
THRU	Frank Kitzerow, Town Manager
FROM	Amanda Barnes, Utilities Director
SUBJECT	Resolution 144-24, Accepting a Grant Agreement with the South Florida Water Management District for Dolphin Drive Drainage Improvements for an amount of \$130,000.

EXECUTIVE SUMMARY

Resolution 144-24 provides for entering into a cost-reimbursement grant agreement, in the amount of \$130,000, with the South Florida Water Management District (SFWMD) for Dolphin Drive Drainage Improvements.

The Florida Legislature established the Indian River Lagoon License Plate (IRLLP) program in 1996, under the premise that funds generated from the sale of the license plates would be used to award funding grants to government and not for profit organizations in support of habitat restoration, water quality improvement, and educational projects that benefit the Indian River Lagoon (IRL). Because only a small portion of the IRL extends into Palm Beach County, the IRLLP grant program also includes projects in support of habitat restoration, water quality improvement, and educational projects that benefit the Loxahatchee River. The SFWMD is responsible for administering grants for the IRLLP in St. Lucie, Martin, and Palm Beach Counties.

In fiscal year (FY) 2022, the Town Council adopted a project within the Town's Community Investment Program (CIP) to construct drainage improvements at the south end of Dolphin Drive to address nuisance flooding. In FY 2023, the scope of the CIP project was revised to include replacement of existing watermain on Dolphin Drive, Dolphin Court, and Dolphin Park. In FY 2025, the project budget for Dolphin Drive Drainage and Watermain Improvements (WS2213) was updated to reflect construction market pricing. A copy of the FY 2025 adopted CIP project sheet is provided as Attachment 2. Though grant funding was not anticipated for the CIP project, Town staff became aware of a Request for Proposals (RFP) issued by the SFWMD for the IRLLP program and obtained approval from the Town Manager to submit an application for construction of drainage improvements on Dolphin Drive, which will include provisions for water quality improvement of stormwater discharges to the Loxahatchee River via the Rio Vista Canal. A Project Location Map is provided as Attachment 3.

The SFWMD has selected the Town's Dolphin Drive project as a recipient for a cost reimbursement grant under the IRLLP program for an amount of \$130,000, and now requires that the Town execute the funding agreement provided as Attachment 4. The Town will be responsible for constructing and paying for the drainage improvements in full and requesting reimbursement from the SFWMD upon completion of construction.

Documents to rebid a contract for construction of Dolphin Drive Drainage and Watermain

Improvements are being finalized for public advertisement later this month.

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

ANALYSIS

The Town Council's approval to execute the attached Indian River Lagoon License Plate Funding Agreement with the South Florida Water Management District for a cost reimbursement grant in an amount of \$130,000 is requested. Funds to construct the drainage and watermain improvements are appropriated in the adopted FY 2025 Dolphin Drive Drainage and Watermain Improvements (WS2213) CIP project, from Stormwater and Water Renewal and Replacement.

STRATEGIC PRIORITY

- Fiscal Responsibility

ATTACHMENTS

1. Resolution 144-24
2. Adopted FY 2025 CIP Sheet for Dolphin Drive Drainage and Watermain Improvements
3. Project Location Map
4. Indian River Lagoon License Plate Funding Agreement between SFWMD and Town

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. 144-24

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF JUPITER, FLORIDA, AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE A GRANT AGREEMENT WITH THE FLORIDA WATER MANAGEMENT DISTRICT FOR DOLPHIN DRIVE DRAINAGE IMPROVEMENTS PROJECT.

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 Florida Legislature established the Florida Indian River Lagoon License Plate (IRLLP) program in 1996, under the premise that funds generated from the sale of the license plates be used for grants to governmental and not for profit organizations to support habitat restoration, water quality improvement, and educational projects for the Indian River Lagoon; and

WHEREAS, grant funding for eligible projects in Palm Beach County under the IRLLP program can be applied to support habitat restoration, water quality improvement, and educational projects for the Loxahatchee River; and

WHEREAS, South Florida Water Management District (SFWMD) is responsible for administering Indian River Lagoon (IRL) license plate grant agreements for projects in St. Lucie, Martin, and Palm Beach Counties; and

WHEREAS, the Town of Jupiter submitted an application to the SFWMD in response to a public advertisement (RFP 6000001575) for fiscal year (FY) 2024 IRLLP

grant funds for construction of drainage improvements on Dolphin Drive to include water quality improvements that will benefit the Loxahatchee River; and

WHEREAS, the SFWMD deemed the Town's IRLLP grant application eligible for grant funding and provided a cost reimbursement grant Agreement to be executed between the SFWMD and the Town of Jupiter, in the amount of \$130,000, for Dolphin Drive Drainage and Watermain Improvements project; and

WHEREAS, funds for design and construction of Dolphin Drive Drainage and Watermain Improvements are appropriated in the Town's Community Investment Program with Water and Stormwater Renewal and Replacement funds.

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

Section 1. The Agreement between the Town of Jupiter and the SFWMD for the Indian River Lagoon License Plate Grant is hereby accepted.

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

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

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

12/17/2024

TOWN OF JUPITER COMMUNITY INVESTMENT PROGRAM 2025 - 2029				
Project Name: Dolphin Drive Drainage and Watermain Improvements		Department: Utilities		
Link to Strategic Plan/Strategic Result: Fiscal Responsibility and Safety		<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="padding: 5px;">Project #: W/S2213</td> <td style="padding: 5px;">Projected In-Service Date: 2026</td> </tr> </table>	Project #: W/S2213	Projected In-Service Date: 2026
Project #: W/S2213	Projected In-Service Date: 2026			
Project Description and Justification: Rainfall driven nuisance flooding occurs routinely on the southern portion of Dolphin Drive. This project proposes installation of drainage infrastructure at the south end of Dolphin Drive, where topography is lowest, with connection to the County's existing drainage on Center Street. In addition, swales will be regraded to promote enhanced water quality for flow to the new catchbasins, which will discharge to the Loxahatchee River through an existing outfall located on Center Street. In addition, existing 4" and 6" asbestos cement (AC) watermains that have exceeded their useful life will be replaced with C900 PVC pipe. New valves, hydrants, and water services will be installed. This project supports the Town's Strategic Plan of Fiscal Responsibility and Safety by providing effective stormwater system infrastructure to accomplish established levels of service for nuisance flooding and provide for enhancement of stormwater runoff water quality to protect the Loxahatchee River, and managing renewal and replacement of water system assets to provide well maintained infrastructure at established levels of service for safe and reliable drinking water, meeting all regulatory requirements. Alleviate nuisance flooding, improve levels of service, enhance stormwater runoff quality prior to discharge to the Loxahatchee River. This project is intended to reduce nutrient impairments within the Loxahatchee River and is integral to the Regional Loxahatchee River Pollutant Reduction Plan. Improve level of service, increase reliability, reduce flushing requirements, and enhance water distribution quality. This project may be eligible for grant funding through the Loxahatchee River Preservation Initiative (LRPI), and may also be eligible for funding under the Resilient Florida Grant program once the Vulnerability Assessment is complete in 2025. Competitive bids previously solicited in November 2023 were over budget, and project placed on hold to re-design certain elements that provide for construction cost savings. FY2025 budget increase reflects additional costs based on prior bid pricing obtained in November 2023 and updated based on current market construction pricing.				
Location(s) and Program Schedule				
Fiscal Yr	Scope	Budget		
2025	Complete re-design of project for value engineering cost savings, pursue grant funding, competitively solicit bids and award construction contract. Start construction of infrastructure improvements for Dolphin Drive	\$537,009		
2026				
2027				
2028				
2029				
Project Photo(s) / Map of Location				

**TOWN OF JUPITER
COMMUNITY INVESTMENT PROGRAM
FINANCIAL INFORMATION
2025 - 2029**

Project Name:							Department:	
Dolphin Drive Drainage and Watermain Improvements							Utilities	
Link to Strategic Plan/Strategic Result:							Project #:	
Fiscal Responsibility and Safety							W/S2213	
Project Budget:	Prior to 2025	2025	2026	2027	2028	2029	Total	
Administration	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Planning / Design	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Engineering	\$79,381	\$82,391	\$0	\$0	\$0	\$0	\$0	\$161,772
Construction	\$692,182	\$454,618	\$0	\$0	\$0	\$0	\$0	\$1,146,800
Equipment	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Other	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Budget	\$771,563	\$537,009	\$0	\$0	\$0	\$0	\$0	\$1,308,572
Funding Sources:	Prior to 2025	2025	2026	2027	2028	2029	Total	
General revenues	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Impact fees	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Surtax proceeds	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Escrow & deposits	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Grant revenues-CDBG	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Stormwater revenues	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Stormwater R&R funds	\$401,020	\$353,830	\$0	\$0	\$0	\$0	\$0	\$754,850
Water R & R funds	\$370,543	\$183,179	\$0	\$0	\$0	\$0	\$0	\$553,722
Off-site fees	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Revenues	\$771,563	\$537,009	\$0	\$0	\$0	\$0	\$0	\$1,308,572
Previous Years:	Prior to FY 2020	FY 2020	FY 2021	FY 2022	FY 2023	FY 2024	Total	
Amount Budgeted	\$0	\$0	\$0	\$264,495	\$507,068	\$0	\$771,563	
Amount Expended	\$0	\$0	\$0	\$46,602	\$51,586	\$8,674	\$106,862	
Balance							\$664,701	

Footnote: Expenditures anticipated to continue after 5-year planning window.

Project Location Map

Rio Vista Canal to Loxahatchee River on Dolphin Drive





**2021 SOUTH FLORIDA WATER MANAGEMENT DISTRICT
INDIAN RIVER LAGOON LICENSE PLATE FUNDING AGREEMENT**

Recipient: Town Of Jupiter Recipient's Project Manager: Amanda Z. Barnes, P.E. Address: 17403 Central Boulevard, Jupiter, FL 33458 Telephone No.: 561-741-2270	Agreement Number: 4600005122 PO Number: 95000 _____ Must reference above on all invoices. District Funding Amount: \$130,000.00
SFWMD Project Manager: Matthew Biondolillo Telephone No.: (561) 682-6312 Email: mbiondol@sfwmd.gov Contract Specialist: Dora C. Dixon Telephone No.: (561) 682-6420 Email: ddixon@sfwmd.gov Address: 3301 Gun Club Road P.O. Box 24680 West Palm Beach, FL 33416-4680	
Insurance: NA	
Federal Employer Identification Number: 59-6033967	
Project Title: Dolphin Drive Drainage and Watermain Improvements (WS2213A) Description: This is project proposes drainage improvements that include installation of drainage infrastructure that will address rainfall-driven nuisance flooding on Dolphin Drive as well as establishment of grassed swales and new drainage infrastructure that meets current construction standards and will enhance the water quality of stormwater discharges into the Loxahatchee River.	

This **Agreement** is entered into between "the Parties", the South Florida Water Management **District**, (the "**District**"), and the undersigned Applicant, hereinafter referred to as the "**Recipient**". The **Recipient** warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms and conditions of this **Agreement**, and shall abide by all legal, financial, and reporting requirements, such as matching funds and final reports for all funding received by the **Recipient** from the **District**.

ARTICLE 1 – PROJECT

- 1.1 The **Recipient** shall, to the satisfaction of the **District**, fully and timely perform all work items described in the "Statement of Work," attached hereto as Exhibit "A", and made a part of this **Agreement**.
- 1.2 As part of the services to be provided by the **Recipient** under this **Agreement**, the **Recipient** shall substantiate, in whatever forum reasonably requested by the **District**, any supporting documentation utilized as a basis for payment by the **District**. This paragraph shall survive the expiration or termination of this **Agreement**.
- 1.3 Attached to this **Agreement** are the following exhibits which are incorporated herein:

 Exhibit A: Statement of Work
 Exhibit B: Payment and Deliverable Schedule

ARTICLE 2 - TERM OF THE AGREEMENT

- 2.1 The period of performance of this **Agreement** shall commence on the last date of execution of this **Agreement** and shall continue for a period of one (1) year.
- 2.2 The Parties agree that time is of the essence in the performance of each and every obligation under this **Agreement**.

ARTICLE 3 - COMPENSATION/CONSIDERATION

- 3.1 As consideration for the Project required by this **Agreement**, the **District** shall reimburse the **Recipient** an amount not to exceed the **District** Funding Amount specified on page one (1) of this **Agreement**. Such amount is contingent upon **Recipient's** documentation verifying actual expenditures of the invoiced amount for the **District's** reimbursement of seventy-five (75%) of the project costs and **Recipient's** documentation of at least twenty-five percent (25%) of the total project costs (match). **Recipient's** match may be documented by direct expenses and/or in-kind services. The **District** shall only be obligated to pay for documented actual expenditures within the not-to-exceed amount specified on the cover page of this **Agreement** and therefore, no additional consideration shall be authorized.
- 3.2 The **Recipient** assumes sole responsibility for all work, which shall be performed pursuant to Exhibit "A." By providing funding hereunder, the **District** does not make any warranty, guaranty, or any representation whatsoever regarding any of the work performed hereunder, including but not limited to the adequacy or sufficiency of all or any part of work described in Exhibit "A".

- 3.3 The **Recipient** hereby agrees that it shall use other sources of funding for all work associated with the design and permitting aspects of the Project. **District** funds shall only be used for the Project and tasks identified in Exhibit "A".

ARTICLE 4 – FUNDING PAYMENTS AND REPORTING

- 4.1 The **District** shall make payment to the **Recipient** upon completion and acceptance of the deliverable(s) as described in the "Payment and Deliverable Schedule", and receipt of a fully documented reimbursement package. The **Recipient's** reimbursement request package shall contain all backup documentation required to substantiate actual expenditures (see Attachment 1 to Exhibit "B"). The request shall include but is not limited to:

- **Recipient's** invoice (include the **District's Agreement** Number and Purchase Order number);
- Signed certification letter on **Recipient's** letterhead (signed by an authorized representative of the **Recipient**) that the Project has been completed in accordance with Exhibit "A" of this **Agreement**.
- Tasks completed per the **Agreement** (if all tasks finished, a statement indicating that the project is completed per the **Agreement**); and
- Vendor invoices/application for payment) for the **District Project Manager(s)** to ascertain that each deliverable in the invoice has been substantially complete.

- 4.2 The **Recipient's** invoice shall reference the **District's** Agreement Number and purchase order number and shall be emailed to APIInvoice@sfwmd.gov or mailed to Accounts Payable at the following address:

**South Florida Water Management District
ATTN: Accounts Payable
P.O. Box 24682
West Palm Beach, Florida 33416-4682**

The **Recipient** shall not submit an invoice to any other address at the **District** except as identified in article 4.3.

- 4.3 The **Recipient** shall submit the quarterly reports and all other deliverables, along with copies of all invoices, and documentation of the actual costs incurred and invoiced to the **District** for its 75% reimbursement and the **Recipient's** 25% match, to the Project Manager at the following address:

**South Florida Water Management District
ATTN: Matthew Biondillo
3301 Gun Club Road
West Palm Beach, FL 33406
Phone: 561-682-6312
Email: mbiondol@sfwmd.gov**

- 4.4 The **District** shall have the right to inspect all work and review all reports before authorization of payment is made to the **Recipient**. It is the policy of the **District** that payment for all goods and services shall be made in a timely manner and that interest payments are made on late payments. In accordance with the applicable sections of Chapter 218 Florida Statutes; Florida Prompt Payment Act, a “proper” invoice is defined as an invoice that conforms to all statutory requirements and all District requirements as set forth in the **Agreement** for invoice submission. The time at which payment shall be due from the **District** shall be forty-five (45) days from receipt of a proper invoice and acceptance of services and/or deliverables, based on compliance with the statutory requirements set forth in the applicable sections of Chapter 218 Florida Statutes and upon satisfaction of the **District** conditions as detailed in the **Agreement**.

Failure of the **Recipient** to follow the instructions set forth in the **Agreement** regarding a proper invoice and acceptable services and/or deliverables may result in an unavoidable delay in payment by the **District**.

Any disputes regarding invoice payments which cannot be resolved by the appropriate department of the **District** shall be concluded by final written decision of the District Procurement Bureau Chief not later than sixty (60) days after the date on which the proper invoice was received by the **District**.

ARTICLE 5 - PROJECT MANAGEMENT

- 5.1 The Parties shall direct all matters arising in connection with the performance of this **Agreement** to the attention of the Project Manager for attempted resolution or action. The Project Manager shall be responsible for overall coordination and oversight relating to the performance of this Agreement.
- 5.2 All notices, demands, or other communications to the **Recipient** under this **Agreement**, other than those set forth in paragraph 4.2 above, shall be in writing and shall be deemed received if sent by electronic mail, U.S. mail or overnight carrier, or otherwise required by law. The **Recipient** shall provide all notices to the persons listed on the cover page of this **Agreement**. All notices required to by this **Agreement** shall be considered delivered upon receipt.
- 5.3 All notices to the **District** under this **Agreement** shall be in writing.
- 5.4 Should either Party change its address, written notice of such new address shall promptly be sent to the other Party.
- 5.5 All correspondence to the **District** under this **Agreement** shall reference the **District's** Agreement Number and PO Number.

ARTICLE 6 - INDEMNIFICATION AND INSURANCE

- 6.1 The following indemnification clause shall only be applicable to Investor-owned Utilities or Private Entities:

For value received, which is hereby acknowledged, the **Recipient** shall defend, indemnify, save and hold the **District**, its officers, directors, board members, agents, assigns, and employees, harmless from liabilities, damages, losses, and costs including, but not limited to reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentionally wrong conduct of the **Recipient** and other persons employed or utilized by the **Recipient** in the performance of the **Agreement**. The **District** shall have the right to approve counsel selected by the **Recipient** to defend the **District** in the event the **District** is named in any legal action.

- 6.2 Government entities will be responsible for their own acts of negligence up to the amounts in Section 768.28, Florida Statutes. The entity assumes any and all risks of personal injury, bodily injury and property damage attributable to negligent acts or omissions. This in no way means that an agency consents to be sued. It should warrant and represent that it is self-funded for Worker's compensation and liability insurance, covering at a minimum bodily injury, personal injury and property damage with protection being applicable to the officers, employees, servants and agents while acting within the scope of their employment during performance under this **Agreement**. It is further agreed that nothing contained herein shall be construed or interpreted as (1) denying to either party any remedy or defense available to such party under the laws of the State of Florida; (2) the consent of the State of Florida or its agents and agencies to be sued; or (3) a waiver of sovereign immunity of the State of Florida beyond the waiver provided in Section 768.28, Florida Statutes.
- 6.3 **LIABILITY/INSURANCE:** The **Recipient** shall investigate all claims of every nature at its expense. Each party is responsible for all personal injury and property damage attributable to the negligent acts of omissions of that party and the officers, employees and agents thereof. Nothing herein shall be construed as an indemnity or a waiver of sovereign immunity enjoyed by any party hereto, as provided in Section 768.28, Florida Statutes, as amended from time to time. or any other law providing limitations on claims.

ARTICLE 7 - TERMINATION/REMEDIES

- 7.1 It is the policy of the **District** to encourage good business practices by requiring recipients to materially perform in accordance with the terms and conditions of the **Agreement**. In accordance with **District** Rule 40E-7, Part II, Florida Administrative Code, "material breach" is defined as any substantial, unexcused non-performance by failing to perform an act that is an important part of the transaction or performing an act inconsistent with the terms and conditions of the **Agreement**.

If the **Recipient** materially fails to fulfill its obligations under this **Agreement**, the **District** will provide written notice of the deficiency by forwarding a Cure Notice citing the specific nature of the material breach. The **Recipient** shall have thirty (30) days to cure the breach. If the **Recipient** fails to cure the breach within the thirty (30) day period, the **District** shall issue a Termination for Default Notice. Once the **District** has notified the **Recipient** that it has materially breached its contract with the **District**, by sending a Termination for Default Notice, the **District's** Governing Board shall determine whether the **Recipient** should be suspended from doing future work with the **District**, and if so, for what period of time. The **District's** Governing Board may consider the factors detailed in Rule 40E-7, Part II, Florida Administrative Code in making a determination as to whether a **Recipient** should be suspended, and if so, for what period of time. Should the **District** terminate

for default in accordance with this provision, the **District** shall be entitled to recover procurement costs in addition to all other remedies under law and/or equity.

- 7.2 The **District** may terminate this **Agreement** at any time for convenience upon thirty (30) calendar days prior written notice to the **Recipient**. The performance of work under this **Agreement** may be terminated by the **District** in accordance with this clause in whole, or from time to time in part, whenever the **District** shall determine that such termination is in the best interest of the **District**. Any such termination shall be affected by delivery to the **Recipient** of a Notice of Termination specifying the extent to which performance of work under the **Agreement** is terminated, and the date upon which such termination becomes effective. In the event of termination for convenience, the **District** shall compensate the **Recipient** for all authorized and accepted work performed through the termination date. The **District** shall be relieved of any and all future obligations hereunder, including but not limited to, lost profits and consequential damages under this **Agreement**. The **District** may withhold all payments to the **Recipient** for such work until such time as the **District** determines the exact amount due to the **Recipient**.
- 7.3 In the event a dispute arises, which the Project Managers cannot resolve between themselves, the Parties shall have the option to submit to non-binding mediation. The mediator or mediators shall be impartial, 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.

ARTICLE 8 - RECORDS RETENTION

- 8.1 The **Recipient** shall maintain records and the **District** shall have inspection and audit rights as follows:
- A. Maintenance of Records. The **Recipient** shall maintain all financial and non-financial records and reports directly or indirectly related to the negotiation or performance of this **Agreement**, including supporting documentation for any service rates, expenses, research or reports. Such records shall be maintained and made available for inspection for a period of five (5) years from completing performance and receiving final payment under this **Agreement**.
 - B. Examination of Records. The **District** or its designated agent shall have the right to examine in accordance with, generally accepted governmental auditing standards all records directly or indirectly related to this **Agreement**. Such examination may be made only within five (5) years from the date of final payment under this **Agreement** and upon reasonable notice, time and place.
 - C. Extended Availability of Records for Legal Disputes. In the event that the **District** should become involved in a legal dispute with a third party arising from performance under this **Agreement**, the **Recipient** shall extend the period of maintenance for all records relating to the **Agreement** until the final disposition of the legal dispute, and all such records shall be made readily available to the **District**.
- 8.2 Public Records
- A. **Compliance with Florida Laws:** **Recipient** must provide public access to all records concerning this Agreement according to applicable Florida laws including Chapter 119, Florida

Statutes. If **Recipient** asserts any exemptions to Florida's public records laws, Recipient has the burden of establishing and defending the exemption. Recipient's failure to comply with this section is a breach of this **Agreement**.

- B. **Recordkeeping and Public Access:** Under the applicable sections of Chapter 119, Florida Statutes a request to inspect or copy public records relating to a District contract for services must be made directly to the District. In addition, **Recipient** must: (1) keep and maintain public records required by the District in order to perform the service; (2) upon request from the District's custodian of public records, provide the District 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 by law; (3) 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 **Recipient** does not transfer the records to the District; and (4) transfer, at no cost, to the District, all public records in possession of the **Recipient** or keep and maintain public records required by the District to perform the service. If the **Recipient** transfers all public records to the District upon completion of the Agreement, the **Recipient** shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the **Recipient** keeps and maintains public records upon completion of the **Agreement**, the **Recipient** shall meet all applicable requirements for retaining the public records. All records stored electronically must be provided to the District upon request from the District's custodian of public records, in a format that is compatible with the information technology systems of the District. At the conclusion of the **Agreement** with the District, **Recipient** shall provide all applicable records associated with this Agreement on electronic media (USB flash drive).

C. **IF THE RECIPIENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE RECIPIENT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT TELEPHONE NUMBER (561) 682-2729, EMAIL ADDRESS PUBLCRECORDS@SFWMD.GOV AND MAILING ADDRESS: 3301 GUN CLUB ROAD, WEST PALM BEACH, FL 33406.**

ARTICLE 9 - STANDARDS OF COMPLIANCE

- 9.1 The **Recipient**, its employees, subcontractors or assigns, shall comply with all applicable federal, state, and local laws and regulations relating to the performance of this **Agreement**. The **District** undertakes no duty to ensure such compliance, but will attempt to advise the **Recipient**, upon request, as to any such laws of which it has present knowledge.
- 9.2 The laws of the State of Florida shall govern all aspects of this **Agreement**. The exclusive venue for any dispute(s) arising out of or related to this **Agreement** shall be in a court of competent jurisdiction located in Palm Beach County, Florida.

- 9.3 Pursuant to the applicable sections of Chapter 216, Florida Statutes, the **Recipient** is prohibited from the expenditure of any funds under this **Agreement** to lobby the Legislature, the judicial branch, or state agency.
- 9.4 The **Recipient** shall allow public access to all Project documents and materials in accordance with the provisions of Chapter 119 of the Florida Statutes. Should the **Recipient** assert any exemptions to the requirements of Chapter 119 and related Statutes, the burden of establishing such exemption, by way of injunctive or other relief as provided by law, shall be upon the **Recipient**
- 9.5 The **Recipient** shall obtain, at its sole expense, all necessary licenses, authorizations and permits from the appropriate private party or federal, state, municipal or local agency, and other governmental approvals, prior to commencing performance of this **Agreement**. A delay in obtaining permits shall not give rise to a claim by the **Recipient** for additional compensation. If the **Recipient** is unable to obtain all necessary permits in a timely manner, either party may elect to terminate this **Agreement**, each party to bear its own costs, notwithstanding other provisions of this **Agreement** to the contrary.
- 9.6 The **Recipient** hereby assures that no person shall be excluded on the grounds of race, color, creed, national origin, handicap, age, or sex, from participation in, denied the benefits of, or is otherwise subjected to discrimination in any activity under this **Agreement**. The **Recipient** shall take all measures necessary to effectuate these assurances.
- 9.7 The **Recipient** is hereby authorized to contract with third parties (subcontracts) for services awarded through a competitive process required by Florida Statutes. The **Recipient** shall not subcontract, assign or transfer any other work under this **Agreement** without the prior written consent of the **District's** Project Manager. The **Recipient** agrees to be responsible for the fulfillment of all work elements included in any subcontract and agrees to be responsible for the payment of all monies due under any subcontract. It is understood and agreed by the **Recipient** that the **District** shall not be liable to any subcontractor for any expenses or liabilities incurred under the subcontract(s).
- 9.7 Pursuant to Section 287.133 of the Florida Statutes, a person or affiliate who has been placed on the convicted vendor list may not submit a bid, proposal, or reply to a request to provide any goods or services related to the construction of the Project contemplated herein. **Recipient** also assures that it is not on the District's Suspension of Contractors List. **Recipient** agrees to include a provision to this effect in all requests for proposals and subcontracts related to construction of this project.
- 9.8 **Scrutinized Companies.** Recipient shall comply with section 287.135, Florida Statutes. The Recipient further understands and accepts that this **Agreement** shall be either void by the **District** or subject to immediate termination by the **District** in the event there is any misrepresentation or false certification on the part of the Recipient. The **District**, in the event of such termination, shall not incur any liability to the Recipient for any work or materials furnished.
- 9.9 **Antitrust Violations.** **Recipient** must comply with Section 287.137, Florida Statutes. **A Recipient** or an affiliate who has been placed on the antitrust violator vendor list following a conviction or being held civilly liable for an antitrust violation may not be awarded or perform work as a **Recipient** under an Agreement with the **District**.

ARTICLE 10 - RELATIONSHIP BETWEEN THE PARTIES

- 10.1 The **Recipient** shall be considered an independent contractor and neither party shall be considered an employee or agent of the other party. Nothing in this **Agreement** shall be interpreted to establish any relationship other than that of an independent contractor between the parties and their respective employees, agents, subcontractors, or assigns, during or after the performance on this **Agreement**. Both parties are free to enter into contracts with other parties for similar services.
- 10.2 The **Recipient** shall not assign, delegate, or otherwise transfer its rights and obligations as set forth in this **Agreement** without the prior written consent of the **District**. Any attempted assignment in violation of this provision shall be null and void.
- 10.3 It is the intent and understanding of the Parties that this **Agreement** is solely for the benefit of the **Recipient** and the **District**. No person or entity other than the **Recipient** or the **District** shall have any rights or privileges under this **Agreement** in any capacity whatsoever, either as third-party beneficiary or otherwise.

ARTICLE 11 - GENERAL PROVISIONS

- 11.1 Notwithstanding any provisions of this **Agreement** to the contrary, the Parties shall not be held liable for any failure or delay in the performance of this **Agreement** 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. Failure to perform shall be excused during the continuance of such circumstances, but this **Agreement** shall otherwise remain in effect. This provision shall not apply if the "Statement of Work" of this **Agreement** specifies that performance by the **Recipient** is specifically required during the occurrence of any of the events herein mentioned.
- 11.2 Any inconsistency in this **Agreement** shall be resolved by giving precedence in the following order:
- (a) Terms and Conditions outlined in Articles 1-11
 - (b) Exhibit "A" Statement of Work
 - (c) All other exhibits, attachments, and documents specifically incorporated herein by reference
- 11.3 Failures or waivers to insist on strict performance of any covenant, condition, or provision of this **Agreement** 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 **Agreement**. 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 **Agreement** specifically referred to therein and shall not be deemed a waiver of any other provision. No waiver shall constitute a continuing waiver unless the writing states otherwise.
- 11.4 Should any term or provision of this **Agreement** 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 **Agreement**, to the extent that the **Agreement** shall remain operable, enforceable and in full force and effect to the extent permitted by law.

11.5 This **Agreement** may be amended only with the written approval of the Parties.

11.6 This **Agreement** may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. A photocopy, email or facsimile copy of this **Agreement** and any signatory hereon shall be considered for all purposes as original.

11.7 This **Agreement** 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 **Agreement**. The **Recipient** recognizes that any representations, statements or negotiations made by **District** staff do not suffice to legally bind the **District** in a contractual relationship unless they have been reduced to writing and signed by an authorized **District** representative. This **Agreement** shall inure to the benefit of and shall be binding upon the parties, their respective assigns, and successors in interest. This **Agreement** may be amended only with the written approval of the Parties.

IN WITNESS WHEREOF, the Parties or their duly authorized representatives hereby execute this **Agreement** on the date written below.

SOUTH FLORIDA WATER MANAGEMENT DISTRICT

By: _____
Candida Heater, Director
Administrative Services Division

Date: _____

SFWM D Procurement Approved
By:  Date: 11/14/2024

TOWN OF JUPITER

By: _____
Authorized Official

Title: _____

Date: _____

EXHIBIT "A"
STATEMENT OF WORK
Dolphin Drive Drainage and Watermain Improvements (WS2213A)

1.0 INTRODUCTION

Drainage from Dolphin Drive discharges to the Loxahatchee River via the Rio Vista Canal. To address rainfall-driven nuisance flooding that occurs routinely on the southern portion of Dolphin Drive, this project proposes to install drainage infrastructure where topography is lowest, contributing to nuisance roadway flooding which result in public safety risk. The new drainage pipe and structures will tie into existing drainage pipe owned by Palm Beach County on Center Street. Water quality treatment prior to discharge at the southernmost outfall on the Rio Vista Canal will be accomplished by the existing pollution structure installed in 2006 and maintained by the Town of Jupiter. A check valve installed at the southernmost outfall by the Town prevents tidal flows from the River from negatively impacting the drainage system. Rainfall drive nuisance flooding and water quality improvement of discharges in other areas along Dolphin Drive will be addressed by establishment of grassed swales and replacement of existing, undersized infrastructure that is void of mechanisms to promote water quality enhancement of stormwater discharges. New drainage infrastructure, that meets current construction standards will be equipped with weirs or baffles to promote retention and collection of floatable and nutrient carrying sediment prior to discharge to the receiving water body. In addition, a check valve will be installed on the northernmost outfall on the Rio Vista Canal to prevent backflow of tidal water into the Dolphin Drive drainage system. The Town of Jupiter Stormwater Utility will own and maintain the Dolphin Drive drainage system.

2.0 BENEFITS TO THE IRL:

This project is located in Palm Beach County and will ultimately benefit the Loxahatchee River by providing for enhanced water quality of stormwater runoff that currently discharges into the Loxahatchee River via the Rio Vista Canal. This project is integral to reducing nutrient impairments within the Loxahatchee River and to the Regional Loxahatchee River Pollutant Reduction Plan.

3.0 LOCATION OF THE PROJECT:

The project is located in Palm Beach County, on Dolphin Drive between the Loxahatchee River and Center Street, in Jupiter, Florida.

4.0 SCOPE OF WORK:

The nature and scope of this project is to address nuisance flooding that occurs on Dolphin Drive and to provide water quality enhancement of stormwater runoff prior to discharge. Drainage infrastructure will be installed and connect to existing storm drainage on Center Street with a 4-ft diameter storm drainage manhole and $\pm$ 300 LF of 18-inch RCP, $\pm$ 90 LF of 15-inch RCP, 4 type "C" catch basins, and 2 type "E" catch basins. In addition, two existing catch basins will be replaced and equipped with weirs or baffles to promote retention and collection of floatable and nutrient carrying sediment prior to the existing outfall, which will be rehabilitated under this project and equipped with a check valve to eliminate tidal influence from the River to the Dolphin Drive drainage system. Approximately 4,000 square yards of grassed roadway swales within the project area will be constructed along with regrading of driveway aprons to facilitate function of grassed swales for water quality enhancement of stormwater runoff and to minimize nuisance roadway flooding.

5.0 WORK BREAKDOWN STRUCTURE:

At the end of each task, the Town will deliver copies of each task deliverable to the District. The District will distribute and review. Comments and/or questions, if any, will be returned to the Town by the District. The Town shall be responsible for properly addressing any and all comments, questions and concerns received from the District and shall provide revised deliverables as requested.

Task 1: Construction

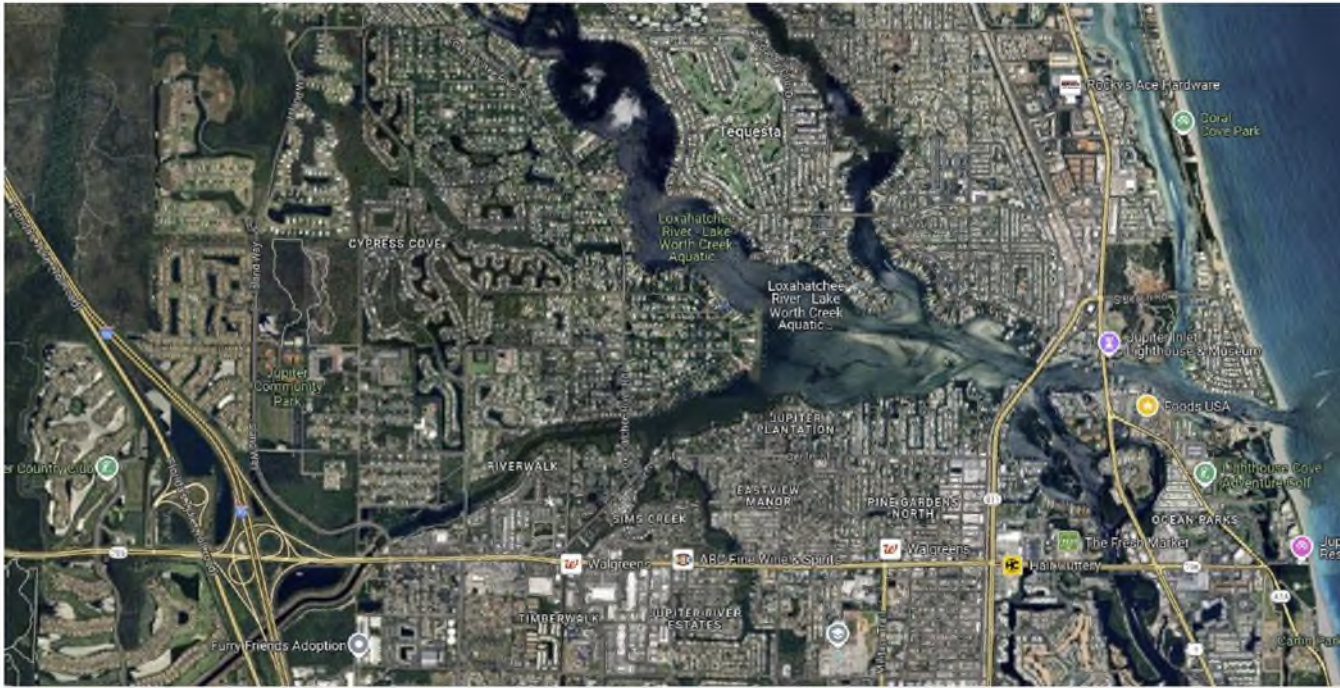
The Town will administer the construction contract and implement and oversee construction by the selected contractor. A Florida Professional Engineer will be in responsible charge of project management and construction oversight for the Town of Jupiter.

Deliverable: The Town will submit copies of the contractor's approved periodic pay requests. Upon project completion, the Town will submit as-built drawings and certification of construction completion. The Town anticipates construction to be complete within one year from the execution of an Agreement.

6.0 COST BREAKDOWN AND TASK / DELIVERABLE SCHEDULE:

TASK	DELIVERABLES (quarterly and final reports)	SCHEDULE (time from contract execution)	NOT TO EXCEED AMOUNT
1	Bid Documents	30 Days	\$70,018.21
2	Construction Contract	120 Days	\$661,532.00
3	Project Close Out	365 Days	\$23,300.00
TOTAL:			\$754,850.21

Location Map Of Loxahatchee River, In Jupiter, FL



Enlarged View of Loxahatchee River North of Center Street in Jupiter, FL



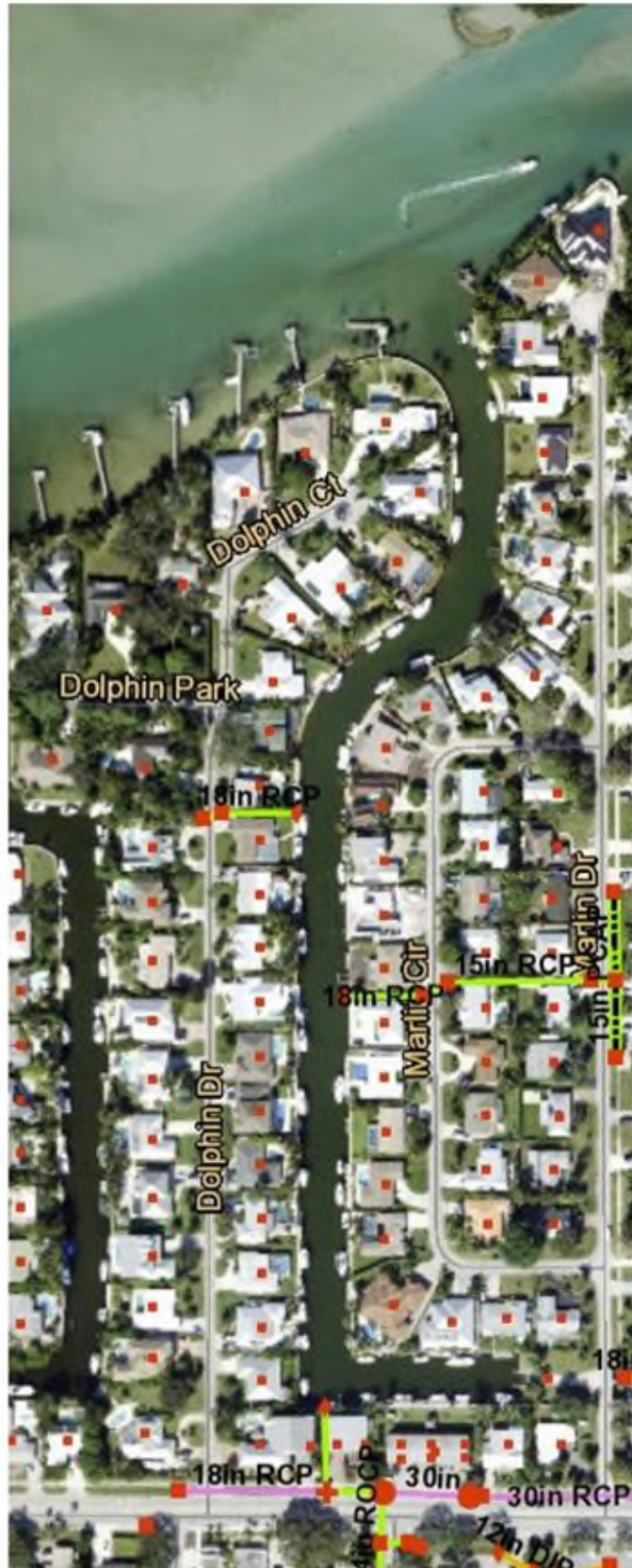


EXHIBIT "B"
TASK & DELIVERABLE SCHEDULE

Recipient may invoice the District requesting a reimbursement of 75% of the total costs to complete each deliverable within the not-to-exceed maximum amount shown below. Payment is contingent upon the Recipient providing documentation with each invoice showing actual expenditures, including its minimum 25% cost share, as well as providing the deliverables as described in the Payment and Deliverable Schedule. The District shall only be obligated to reimburse for documented actual expenditures within the not-to-exceed amounts specified below.

All deliverables submitted hereunder are subject to review and acceptance by the District. Acceptability of all work will be based on the judgment of the District that the work is technically complete and accurate.

The Recipient shall be responsible for submitting Quarterly Reports starting after the first quarter following Agreement execution to the SFWMD Project Manager. The Recipient shall deliver to SFWMD a complete set of deliverables for this task including a summary sheet of all invoices paid for each period. The Recipient shall be responsible for all aspects of managing and completing the project as described in Exhibit "A".

Task	Deliverable	Due Date (weeks from contract execution)	Town of Jupiter (local match)	SFWMD Not-To Exceed Payment	Total Project Cost
1	Bid Documents	30 Days	\$70,018.00	\$0.00	\$ 70,018.00
2	Executed Construction Contract	120 Days	\$531,532.00	\$130,000.00	\$661,532.00
3	Contract Closeout Documents	365 Days	\$23,300.00	\$0.00	\$23,300.00
TOTALS:			\$624,850.00	\$130,000.00	\$754,850.00

Attachment 1

Documentation Required for all Contract Payments

Listed below are the minimum requirements for documentation to support invoice payment requests. Additional requirements may be in effect for this contract depending on the source of funds for this work.

Contractors and Recipients performing work must maintain accurate books, records, documents and other evidence that sufficiently and properly support all direct and indirect costs expended in the performance of the contract or agreement. The Contractor or Recipient shall allow the District, Federal, State, or other parties providing contract funding, access to periodically inspect, review or audit such documents as books, vouchers, records, reports, canceled checks, payroll registers or any and all similar material as deemed necessary. These records shall be maintained for five years following the close of the contract or agreement.

Project deliverables and services performed by the Contractor or Recipient should be in a proper and satisfactory manner as described in the Statement of Work. Only Contractor or Recipient expenditures for goods, services and other deliverables falling within the categories agreed to pursuant to the Statement of Work and approved contract budget should be paid. All costs should be reasonable, appropriate, necessary, valid and eligible. Expenditures should be made in accordance with applicable laws, rules and regulations and complete (transactions are documented, and all funds are accounted for).

Expenditures for periods prior to the current billing period will only be approved if supported by adequate documentation along with a written explanation as to why the expense was not submitted during the correct billing period.

Expenditures for work performed prior to the execution of an agreement are not allowable unless specifically provided for in the contract.

Invoices for fixed unit rate contracts must show the number of service units being billed, the cost per unit, and be in agreement with contract terms and conditions.

In detail, invoices and the documentation accompanying invoices for services under contracts which are not fixed price must include the following:

1. The beginning and end date of the work period being invoiced should be specified on all contractor, Recipient and subcontractor invoices. The invoice date and the date of services and deliverables provided should not precede the date that a contract was executed unless specifically provided for in the contract. Similarly, the end date of contracts and related agreements should not be exceeded in terms of invoice dates, services, etc. without the execution of a contract amendment. Deliverables should be specifically quantifiable, measurable, and verifiable. The completion of all tasks/services included in the Statement of Work should be required to meet all deliverables prior to approval for final Contractor or Recipient payment.

2. Detailed description of material purchased, work completed, and/or service performed, in direct relation to each project or project component, along with project name or number should be provided.
3. Supporting documentation for each invoice should be complete, mathematically accurate, sufficient in detail, and verifiable.
 - a. The invoicing of labor costs, if applicable, should be accompanied by documentation supporting the pay rate and the employees' job title along with approved timesheets covering the period of service. Pay rates and job titles must agree to rates and job titles specified in the contract. Summary schedules should be supported by detailed records totaling the amounts on the summary schedule. The Contractor or Recipient must maintain and provide upon request the relevant payroll register pages covering the period of service.
 - b. If the contract specifies that indirect costs may be charged based on a specified rate, then the calculation must be provided. In the absence of this indirect costs will not be allowable.
 - c. Purchases or rental of commodities such as materials, equipment, tools, etc. should be accompanied by an invoice or receipt from the supplier that describes what was purchased, the date of purchase, the number of units, and the cost per unit. Purchases should be allowable per the agreement, directly related to the scope of work, reasonable and within the agreement period.
 - d. Invoices for services provided should be in sufficient detail as to determine 1) what was provided (to determine how it relates to the overall contract); 2) when the services were provided (to determine whether the amounts being billed pertain to the correct period); 3) the unit price and total cost of what was provided (to determine whether it's reasonable given the task performed); and 4) minimum performance standards were achieved in accordance with contract requirements and expectations.
 - e. Vehicle and/or equipment allowance and usage charges should be reported in detail by number of hours used and dates of use. Contractors/Recipients must maintain documentation by use of a log that shows the vehicle/equipment description, the location where the item was in use, if a vehicle it should show the beginning and ending odometer readings along with total mileage and if a piece of equipment it should show the beginning and ending times that the equipment was in use for and who the operators were. A copy of the log for the applicable time frame must be submitted with the invoice package. Usage of vehicles and equipment should be reasonable based on the task being performed and agree to the rates as specified in the contract.
 - f. The requirements above also apply to subcontractors.

TOWN OF JUPITER
Utility Billing System and Customer Information Software Upgrade (W2436)



DATE	December 17, 2024
TO	Honorable Mayor and Members of Town Council
THRU	Frank Kitzerow, Town Manager
FROM	Amanda Barnes, Utilities Director
SUBJECT	Resolution 147-24, Approving Contract Amendments with N. Harris Computer Corporation to upgrade the Utility billing system and customer information software solution for an amount of \$569,593

EXECUTIVE SUMMARY

Resolution 147-24 provides for approving contract amendments with N. Harris Computer Corporation, on behalf of its division, Advanced Utility Systems (hereinafter “Harris”) for an amount of \$569,593, to upgrade the Town’s current Utility billing system (UBS) and customer information (CIS) software solution from CIS Infinity Version 3 (V3) to Version 5 (V5), amending the Software License and Service Agreement and the Software Support and Maintenance Agreement.

The Town’s current UBS and CIS software system, Advanced CIS Infinity, was installed in 2015, under Agreements with Harris executed on January 7, 2014, to provide support and essential functions for the Utilities Customer Service and Billing Office. Current functions include data management for customer billings for water, stormwater, solid waste, yard waste, recycling, utility taxes, and water surcharges, receipt of customer payments and customer data storage. The current V3 system is built on an antiquated architecture with limited functionality, and software support for V3 will soon be discontinued. In FY2025, the Utility Billing V5 Upgrade project was adopted within the Town’s Community Investment Program (CIP). V5 will be built on a more robust and advanced technology framework, offering significant improvements. The upgrade will involve a comprehensive reprogramming of the software to incorporate a modernized solution with an interface (REST API) for secure and seamless integration with key third-party systems such as the Munis Financial System, Central Square Enterprise Asset Management (EAM) System, an on-line customer portal, and others. The V5 upgrade will greatly enhance data management for customer service representatives, Town residents, and water customers alike, by hosting a customer self-service portal (MyMeter) giving customers the ability to access their water consumption and other data, and offering improved processing and reporting capabilities.

Professional services fees for Harris to rewrite, reprogram, fully implement, and provide user training, go-live support and post-go-live support to Town staff for the V5 upgrade is \$502,550, while annual reoccurring fees for Harris’ maintenance and support related to the new software features are \$67,042.09, for a total fee of \$569,592.09. The proposed contract amendment with Harris does not include costs associated with hardware and equipment upgrades that will be performed by the Town with an estimated value of \$20,000, and a 15% project contingency of \$78,382.50 for unforeseen additional services that may be found to be necessary during the performance of the work.

Subscription fees and maintenance and support costs by Harris for the V5 upgrade for FY 2025 will consist of existing maintenance and support fees with an allowable 5% annual escalation (\$68,133) plus new subscription fees for MyMeter (\$34,000), REST API (\$24,000), and CIS Infinity V5 (\$9,042), for a total annual fee of \$138,581 in FY 2025. Full implementation of the V5 upgrade is projected to take 18–24 months if the proposed contract amendments are executed before December 31, 2024. However, if the amendments are not executed before the end of 2024, Harris' fees will increase by an estimated \$118,375 as a result of labor rate increases and expiration of 2024 concessions currently being offered by Harris to their customers. In addition, the schedule to complete the upgrade could be extended.

Appropriated funding in an amount of \$656,696 is available in the FY2025 Utility Billing V5 Upgrade (W1219) CIP budget for the initial investment. Recurring costs for subscription services and maintenance support are allocated annually within the Water and Stormwater Enterprise and General Fund fiscal year operating budgets. Appropriated funding for FY2025 in each of the referenced operating budgets is sufficient to fund software requirements for FY2025 in the proposed contract amendments.

Upgrading the Town's existing AUS CIS system is in the best interest of the Town, its residents and its water customers, providing lower costs and a faster implementation timeline than procurement of a completely new utility billing software system, which is estimated to cost around \$1.5 million in implementation costs and similar annual subscription fees and maintenance and support costs.

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

ANALYSIS

Approval of this item will authorize contract amendments with N. Harris Computer Corporation to upgrade the Town's existing Utility billing system and customer information software solution from Version 3 to Version 5 by amending the existing Software License and Services and Support and Maintenance Agreements; incorporate a Statement of Work for the V3 to V5 upgrade; and provide Utility License and Hosting Services Agreements for MyMeter. Funding for the contract amendments with Harris in an amount of \$569,593 is appropriated in the FY 2025 Utility Billing V5 Upgrade (W1219) CIP budget and the Water and Stormwater Enterprise and General Fund Operating budgets as listed in the Funding Source table below. Funding for annual subscription and support and maintenance reoccurring fees will be budgeted in subsequent fiscal year operating budgets and will be subject to Town Council appropriation. The upgrades proposed by these contract amendments will provide necessary improvements to functionality, security, and customer engagement, ensuring the Town's utility billing and customer service system remains efficient and capable of meeting both operational and customer service needs.

STRATEGIC PRIORITY

- Fiscal Responsibility
- Organizational Excellence

ATTACHMENTS

1. Resolution No. 147-24
2. Adopted FY25 CIP Budget for the Utility Billing V5 Upgrade (W1219)

3. Amendment No. 1 to the Software License and Services Agreement
4. Amendment No. 1 to the Support and Maintenance Agreement
5. W1219 Project Budget
6. Existing Software License and Services Contract Agreement with Harris
7. Existing Support and Maintenance Contract Agreement with Harris

FUNDING SOURCE

Approved in Budget	\$ 656,696 \$ 232,411 \$ 194,067 \$ 86,445 \$ 108,362 \$ 4,936 \$ 6,483 \$ 308,349 \$ 32,461 <u>\$1,630,210</u>	Sources: UBS & EAM Replacement (Acct. 40151033-566000-W1219) FY2025 Water Prof. Services (Acct. 40050033-531000) FY2025 Water Repairs & Maint. (Acct. 40050033-546000) FY2025 Water Books and Dues (Acct. 40050033-554000) FY2025 SWA Prof. Services (Acct. 41050038-531000) FY2025 Repairs & Maint. (Acct. 41050038-546000) FY2025 SWA Books and Dues (Acct. 40050033-554000) FY2025 GF/IS Repairs & Maint. (Acct. 00125313-546000) <u>FY2025 GF/IS Books and Dues (Acct. 00125313-554000)</u> Total FY2025 Available Budget
Additional Funding Requested	\$ N/A	Sources:

*Funding for FY2026 and subsequent renewals will be budgeted in subsequent fiscal years subject to fiscal year appropriation by the Jupiter Town Council.

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

RESOLUTION NO. 147-24

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF JUPITER, FLORIDA, AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE CONTRACT AMENDMENTS TO THE UTILITY BILLING SYSTEM SOFTWARE LICENSE AND SERVICES AGREEMENT AND SUPPORT AND MAINTENANCE AGREEMENT ALONG WITH SUPPORTING ATTACHMENTS WITH N. HARRIS COMPUTER CORPORATION, ON BEHALF OF ITS DIVISION, ADVANCED UTILITY SYSTEMS FOR THE V5 CIS INFINITY SOFTWARE UPGRADE.

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 and N. Harris Computer Corporation, on behalf of its division, Advanced Utility Systems (hereinafter "Harris") entered into a contract on January 7, 2014 for software license and implementation services for the Town's utility billing management system (UBM), wherein the Town acquired a license(s) to utilize Harris's software and for Harris to provide services to the Town; and

WHEREAS, the Town and Harris entered into a contract on January 7, 2014 for support and maintenance of the Harris Software pursuant to the Software Agreement; and

WHEREAS, the current software Version 3 (V3) has reached its useful life and will no longer be supported; and

WHEREAS, upgrading the software from V3 to Version 5 (V5) is necessary for security purposes and improvements in functionality and customer engagement to ensure continued quality service delivery; and

WHEREAS, Town and Harris desire to enter into Amendment No. 1 to the Software Agreement expanding the scope of work to include services indicated in the Scope of Work included within Amendment No. 1 for Implementation of CIS V5; and

WHEREAS, other than the Scope of Work appended as Attachment “A” and the MyMeter Utility License Agreement appended as Attachment “B”, all other provisions of the Original Software Agreement shall remain the same and in effect; and

WHEREAS, the Town and Harris desire to enter into Amendment No. 1 to the Support and Maintenance Agreement expanding the support and maintenance services for the software and sublicensed software as provided in the Hosting Services Agreement appended to the Agreement as Attachment “A”; and

WHEREAS, other than the services outlined and appended as Attachment “A” in the Support and Maintenance Agreement, all other provisions of the Agreement shall remain the same and in effect; and

WHEREAS, fees for professional services and reoccurring subscription and support fees to upgrade from V3 to V5 are estimated at \$569,593; and

WHEREAS, funds are appropriated in the Town’s FY2025 Utility Billing V5 Upgrade (W1219) Community Investment Program (CIP) budget, and the Water and Stormwater Enterprise and General Fund fiscal year operating budgets to enter into the Contract Amendments.

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

Section 1. Amendment Nos. 1 to each the Software License and Services Agreement and the Support and Maintenance Agreement and corresponding attachments between the Town of Jupiter and Harris are hereby accepted.

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

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

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

12/17/2024

**TOWN OF JUPITER
COMMUNITY INVESTMENT PROGRAM
2025 - 2029**

Project Name: Utility Billing V5 Upgrade	Department: Utilities
Link to Strategic Plan/Strategic Result: Fiscal Responsibility	Project #: W1219
	Projected In-Service Date: 2026

Project Description and Justification:

The Town's current utility billing system (UBS) software solution was installed in 2015. It is a critical application handling all billing and customer information for water, stormwater, solid waste, yard waste, recycling, utility taxes, and water surcharges. Under this project, the software solution will be upgraded from Version 3 (V3), for which support will soon discontinue, to Version 5 (V5), enhancing operational efficiency and integrating advanced functionalities. The V5 upgrade includes a comprehensive rewrite of the software to provide a modernized solution that incorporates a REST API, that will facilitate streamlined interfacing with essential third-party systems such as the Munis Financial System and the CentralSquare Enterprise Asset Management System. The V5 upgrade introduces a new customer portal, MyMeter, to improve customer engagement and service delivery. The V5 upgrade is necessary considering V3 will no longer be supported. V5 will ensure the Town's utility billing system continues to provide services to meet Utility needs and customer expectations.

This project supports the Town's Strategic Plan of Organizational Excellence by investing in the organization's infrastructure to maximize productivity, enhance performance, and deliver services in a way that is valued by residents and businesses with efficiency and a high degree of customer service.

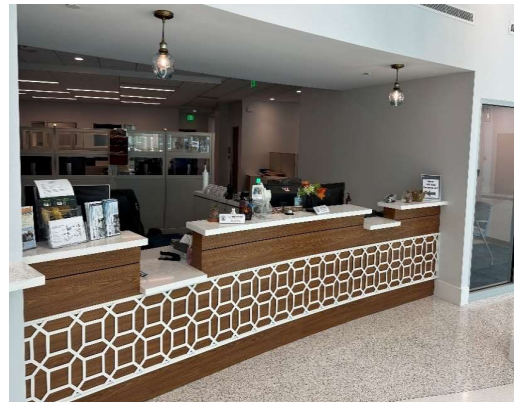
Upgrading the UBS software to V5 will enhance functionality offering significant improvement over the current version and is critical for maintaining effective utility billing operations, integrating with other enterprise systems, improving security, and providing better customer service capabilities. The upgrade is expected to deliver a more user-friendly experience for both internal staff and external customers. The MyMeter customer portal offers a user-friendly interface for customers to manage their services, leading to higher customer satisfaction and improved administrative efficiency.

An upgrade to Version 4 (V4) was previously adopted within the FY2018 and FY2020 CIP, however implementation was delayed awaiting release of V5, which will provide a more secure, compatible, and functional solution than V4. A contract for the V5 upgrade is anticipated to be presented to the Town Council in August 2024. Implementation of the upgrade will begin in fiscal year 2025 and continue into fiscal year 2026.

Location(s) and Program Schedule

Fiscal Yr	Scope	Budget
2025	Utility customer service and billing software upgrade to V5 additional funds necessary to award the contract and implement the upgrades	\$255,000
2026		\$0
2027		\$0
2028		\$0
2029		\$0

Project Photo(s) / Map of Location



**TOWN OF JUPITER
COMMUNITY INVESTMENT PROGRAM
FINANCIAL INFORMATION
2025 - 2029**

Project Name:							Department:
Utility Billing V5 Upgrade							Utilities
Link to Strategic Plan/Strategic Result:							Project #:
Fiscal Responsibility							W1219
Project Budget:	Prior to 2025	2025	2026	2027	2028	2029	Total
Land acquisition	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Planning / Design	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Engineering	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Construction	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Equipment	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Other	\$401,696	\$255,000	\$0	\$0	\$0	\$0	\$656,696
Total Budget	\$401,696	\$255,000	\$0	\$0	\$0	\$0	\$656,696
Funding Sources:	Prior to 2025	2025	2026	2027	2028	2029	Total
General revenues	\$0	\$53,550	\$0	\$0	\$0	\$0	\$53,550
Impact fees	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Surtax proceeds	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Escrow & deposits	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Grant revenues	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Stormwater revenues	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Stormwater R&R funds	\$0	\$22,950	\$0	\$0	\$0	\$0	\$22,950
Water R & R funds	\$401,696	\$178,500	\$0	\$0	\$0	\$0	\$580,196
Off-site fees	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Revenues	\$401,696	\$255,000	\$0	\$0	\$0	\$0	\$656,696
Previous Years:	Prior to FY 2020	FY 2020	FY 2021	FY 2022	FY 2023	FY 2024	Total
Amount Budgeted	\$401,696	\$0	\$0	\$0	\$0	\$0	\$401,696
Amount Expended	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Balance							\$401,696

**AMENDMENT NO. 1
to the
Software License and Services Agreement**

THIS AMENDMENT NO. 1 to the January 7, 2014 Software License and Implementation Services Agreement ("Software Agreement") by and between the Town of Jupiter, Florida (hereinafter "Town"), and N. Harris Computer Corporation, on behalf of its division, Advanced Utility Systems (hereinafter "Harris"), is entered into on the date of the last signatory noted below (the "Effective Date"). Town and Harris are each individually referred to herein as a "Party" and collectively as the "Parties".

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, Town and Harris entered into a contract for software license and implementation services wherein the Town acquired a license(s) to utilize Harris's software and for Harris to provide services to the Town; and

WHEREAS, Town and Harris desire to enter into Amendment No. 1 to the Software Agreement expanding the scope of work to include services indicated in the Scope of Work for Implementation of CIS V5 appended hereto as Attachment "A" MyMeter Utility License Agreement appended hereto as Attachment "B"; and

WHEREAS, other than the Scope of Work appended as Attachment "A" and the MyMeter Utility License Agreement appended as Attachment "B", all other provisions of the Software Agreement shall remain the same; and

AMENDMENTS

NOW, THEREFORE, in consideration of the mutual covenants set out herein, the Parties agree to amend the Software Agreement as follows:

1. Attachment "A" and "B" appended hereto is added to the scope of services to be provided by Harris to the Town, pursuant to the terms set forth therein. This Scope of Work is hereby added as an additional Scope of Work to be included in Schedule "C" of the Software Agreement. The subcontractors identified in Attachment "A" and "B" are hereby approved by the Town.
2. The products identified in Attachment "A" and "B" hereto are hereby added to the products enumerated into Schedule "A" of the software agreement, including their pricing. It is

specifically understood that MyMeter is a third-party product licensed subject to the Utility License appended as Attachment "B."

3. Article 2.1 of the Software Agreement is amended to add the following additional sentence to the first paragraph thereof:

Notwithstanding the foregoing, the license for any Harris or third-party software licensed on a subscription basis (as identified in any Statement of Work or attachment to the Agreement) will not be perpetual, but will be granted for only so long as license fees are paid. It is specifically understood that no Source Code escrow is available for products licensed on a subscription basis.

4. Article 2.2 of the Software Agreement is amended to add the following additional sentence:

Notwithstanding the foregoing, the license for any Harris or third-party software licensed on a subscription basis (as identified in any Statement of Work or attachment to the Agreement) will not be perpetual, but will be granted for only so long as license fees are paid.

5. Article 3.8 of the Software Agreement, "Solution Longevity," is hereby superseded and replaced in its entirety with the following:

Harris certifies that Software prescribed herein shall remain available and supported for a minimum of 5 years from the time the contract is signed and that any material changes to Harris's company or the products of the Advanced Utility Systems business unit shall not affect the Town's implementation or support. This warranty is only valid for so long as the Town has a valid and effective Support and Maintenance agreement and maintenance fees are paid in full. Solution Longevity shall apply to the Version 5 upgrade, and certifies availability and support will remain for a minimum of 5 years from go-live date.

6. Article 8.1(b)(i) of the Software Agreement is hereby superseded and replaced in its entirety with the following additional text:

(i) EXCEPT FOR DAMAGES ARISING OUT OF HARRIS'S INTENTIONAL MISREPRESENTATION, GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, BOTH PARTIES AGREE THAT HARRIS'S LIABILITY (UNDER BREACH OF CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE), IF ANY, FOR ANY DAMAGES RELATING TO THIS AGREEMENT SHALL NOT EXCEED THE TOTAL FEES PAID TO HARRIS UNDER THE RELEVANT STATEMENT OF WORK IN THE TWELVE (12) MONTHS PRIOR TO THE DATE UPON WHICH ANY DISPUTE AROSE.

7. Article 10 of the Software Agreement, "Time is of the essence," is hereby superseded and replaced in its entirety with the following:

The parties agree that time is of the essence with respect to all obligations under the Agreement and associated Amendment(s) and shall use commercially reasonable means to achieve such obligations. Any extension, waiver or variation of any provision of this Agreement shall not be deemed to affect this provision and there shall be no implied waiver of this provision.

8. Parties specifically understand that support and maintenance for the software products and services purchased hereunder are pursuant to the terms of the Support and Maintenance Agreement: dated January 7, 2014 and any subsequent contract amendments.
9. Except as otherwise expressly set forth herein, the terms and conditions of the Agreement remain unchanged.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 1 to the Software License and Implementation Services Agreement of January 7, 2014, their duly authorized representatives as of the date of the last signatory hereinbelow.

N. HARRIS COMPUTER CORPORATION

By: _____

Printed Name: _____

Title: _____

Date: _____

TOWN OF JUPITER, FLORIDA

By: _____
Jim Kuretski, Mayor

Date: _____

ATTEST:

By: _____
Laura E. Cahill, Town Clerk

(TOWN SEAL)

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

By: _____
Thomas J. Baird, Town Attorney



**Town of Jupiter, FL
Statement of Work
CIS Infinity V3 to V5 Upgrade (On Premise)
and
MyMeter Customer Self-Serve Portal
(Hosted)**

Created: July 8, 2024
Valid Until: December 31, 2024

Table of Contents

Introduction	4
Jupiter Points of Contact.....	5
Primary Point of Contact for Software Implementation (POCSI):	5
Primary Point of Contact for Utility Billing Operations (POCUBO):.....	5
Primary Point of Contact for Contract Administration (POCCA):	5
Project Scope.....	6
Definitions	7
Roles and Responsibilities	8
Advanced Responsibilities:.....	8
Jupiter Responsibilities:.....	9
Constraints and Assumptions.....	10
Task 1 – Project Management.....	13
Subtask 1.1 – Project Planning.....	13
Subtask 1.2 - Change Control Process.....	13
Subtask 1.3 – Status Reports	13
Subtask 1.4 – Quarterly Sponsor Review	14
Task 2 – CIS Infinity v5 Interfaces	15
Subtask 2.1 – CIS Infinity V3 Interfaces	15
Subtask 2.1.1 – Harmony Meter Reading Interface	15
Subtask 2.1.2 – InfoSend Bill Print Interface	16
Subtask 2.1.3 - Tyler Technologies Munis General Ledger Interface	16
Subtask 2.1.4 – Tyler Technologies Accounts Payable Interface	16
Subtask 2.1.5 – General Cash Payments Import.....	17
Subtask 2.1.6 – Bill2Pay Payments Import.....	17
Subtask 2.1.7 – Lockbox Payments Import.....	17
Subtask 2.1.8 – Wells Fargo ACH Interface	17
Subtask 2.1.9 – System Innovators iNovah Cashiering Interface	18
Subtask 2.1.10 – Online Payments Interface	18
Subtask 2.1.11 – Paymentus IVR Interface	19
Subtask 2.1.12 – IVR Outbound Call Interface.....	19
Subtask 2.1.13 – Lucy Work Order Management Interface	19
Subtask 2.2 – Reports	19
Task 3 - Implementation Approach	21
Subtask 3.1 – Phase 1 – Project Initiation	21
Subtask 3.2 – Phase 2 – Solution Overview.....	22
Subtask 3.2 – Solution Overview Workshop.....	22
Subtask 3.3 – Phase 3 – Other Discoveries.....	23
Subtask 3.3.1 – AI MyMeter Customer Self-Serve portal (CSS) Discovery	23
Subtask 3.3.2 – SmartVX (Welcome Videos).....	24
Subtask 3.4 – Phase 4 – Data Integrity Check/Clean-Up & Initial Data Conversion/Configuration.....	25
Subtask 3.4 - Version 3 Data Integrity Check and Clean-up.....	25
Subtask 3.5 – Phase 5 – CIS Infinity v5 Initial Upgrade Conversion, Data Validation and Testing	27
Subtask 3.6 – Phase 6 – Customer Training	28
Subtask 3.7 – Phase 7 – Reports Development and Delivery	29
Subtask 3.8 – Phase 8 – Interface Delivery	30
Subtask 3.9 – Phase 9 – Software Testing	30

Subtask 3.10 – Phase 10 – End User Training.....	35
Subtask 3.11 – Phase 11 – Cut-Over Plan/Go/No Go Criteria	36
Subtask 3.12 – Phase 12 – Transition to Live.....	37
Subtask 3.13 – Phase 13 – Post Go Live.....	38
Schedule 1 – Fees and Payments	39
Fee Structure	39
Payment Milestones	40
Termination	42
Approvals	43
Appendices.....	44
Appendix 1 – Reports	44
Appendix 2 – Technical Specifications	48

Introduction

The project is defined as the upgrade of CIS Infinity, by Advanced Utility Systems (“Advanced” “AUS”) for Jupiter (“TOJ”). The current CIS Infinity Version 3 (“V3”) instance will be upgraded to CIS Infinity Version 5 (“V5”), Advanced’s current Customer Information and Billing system (“CIS”) software. Additionally, optional value-add software solutions including Accelerated Innovations (“AI”) MyMeter Customer Self-Serve portal (CSS), and SmartVX.

This document describes the Scope of Work (“SOW”) to be delivered by Advanced, as well as defines the principal activities and deliverables of both Advanced and Jupiter for this project.

The project as outlined in this Scope of Work (“SOW”) encompasses all aspects of Jupiter’s CIS Infinity v5 upgrade, including but not limited to project management, requirements gathering, data integrity and clean up, data conversion, configuration including interfaces, and training.

Jupiter Points of Contact

Primary Point of Contact for Software Implementation (POCSI):

Name	Connie Webster
Title	
Organization	Town of Jupiter
Address	210 Military Trail Jupiter, FL 33458
Phone	561.746.5134
Email	ConnieW@jupiter.fl.us
Website	www.jupiter.fl.us

Primary Point of Contact for Utility Billing Operations (POCUBO):

Name	Travis Sanders
Title	Customer Service & Billing Manager, Utilities
Organization	Jupiter, Town of
Address	210 Military Trail Jupiter, FL 33458
Phone	561.741.2264
Email	TravisS@jupiter.fl.us
Website	www.jupiter.fl.us

Primary Point of Contact for Contract Administration (POCCA):

Name	Brittany George
Title	Utility Business Administrator
Organization	Jupiter, Town of
Address	17403 Central Blvd., Jupiter, FL 33458
Phone	561.741.2261
Email	BrittanyG@jupiter.fl.us
Website	www.jupiter.fl.us

Project Scope

Advanced and Jupiter agree to cooperatively manage the cost, schedule, and scope of the project. Project scope is limited to the tasks and deliverables identified in this SOW and responses to the functional requirements attached to this document. Items not included in this SOW and its appendices are to be considered out of scope.

Advanced will provide the following services in regard to the CIS Infinity v5 to Jupiter:

1. Project Management.
2. Solution Overview Session:
 - a. Advanced and Jupiter will confirm and clarify requirements related to configurations, interfaces, and reports.
3. Data Integrity check and clean-up of CIS Infinity V3 data in Jupiter's upgrade environment.
4. Conversion:
 - a. Related to data from CIS Infinity Version 3 to CIS Infinity v5.
 - i. Advanced will convert up to five (5) years of data in addition to current year's data from CIS Infinity V3.
 - b. Related to current Bill Print(s)/Notice(s)/Receipts formats from Crystal Reports XI to Crystal Reports 2013 (as confirmed during the Solution Overview session).
 - c. Related to Advanced created custom reports format from Crystal Reports XI to Crystal Reports 2013. Reports are summarized in "Appendix 1 – Reports" and will be confirmed during the Solution Overview session.
 - d. Related to interfaces as identified in Task 2.
 - e. Related to required billing formulas.
5. Data refreshes (Initial, Functional, ITC, UAT, Go-Live).
6. Software installation deployed Jupiter
 - a. Software within scope of this project:
 - i. Advanced CIS Infinity V5, delivered on-premise,
 - ii. Accelerated Innovation MyMeter Customer Self-Serve portal (CSS),
 - iii. Harris SmartVX (Welcome Video) package
 - iv. Advanced REST API for all Harris and AUS preferred 3rd party partners
7. Training:
 - a. Related to remote web-based Core Team system overview of new features and navigation of CIS Infinity V5
 - b. Related to remote web-based End User Training on new features and navigation of CIS Infinity V5. Onsite delivery of this training is optional and available upon request at additional cost.
8. Technical Support.

Definitions

Name	Definition
Baseline Accounts	A cross selection of account types and services that are used for testing purposes the CIS Infinity solution.
BRD	Business Requirements Document created by Advanced that defines the requirements for software modification(s) and non-configurable interfaces required by Jupiter.
CIS	Customer Information and Billing System.
CIS Infinity	The Advanced Customer Information and Billing System.
CIS Solution	All Advanced licensed software (CIS Infinity) and related implementation services.
Jupiter Owned Control Forms	Configuration areas of the system that are the responsibility of the Jupiter (including but not limited to service orders, actions, letters, security, admin).
Configuration	Changes to the software that does not require source code, scripting, or structural data model changes.
Core Team Training	Instructor led training delivered remotely by Advanced to the identified Project Team members of Jupiter on the generic CIS Solution
Defect - High	A code or configuration defect that makes a component of the CIS Solution unusable or inoperable. This error is a loss of the capability of the CIS Solution to perform an important business function. High defects include: (i) loss of the capability of the CIS Solution to perform an important business function; (ii) a workaround does not exist, and testing this function cannot be performed until the problem has been corrected.
Defect - Medium	A code or configuration defect that significantly limits the CIS Solution's ability to conform to the documentation. This limitation stops the user from performing the normal use of the CIS Solution; however, a mutually agreed upon workaround does exist. Testing can continue on a module of the CIS Solution with a workaround.
Defect - Low	A code or configuration defect that limits the capability of the CIS Solution but is cosmetic or minor in nature. There is a practical workaround, or the defect does not impact Jupiter's operation of the CIS Solution in any significant respect.
End User Training	Instructor led (remotely) of the CIS Solution delivered by Advanced in coordination with the Jupiter Core Team to Jupiter employee base utilizing specific areas of the system.
Modification	A change to the code base or a structural data model change.
CIS Infinity V3	Jupiter's current customer information and billing system to be replaced by CIS Infinity V5.

Roles and Responsibilities

The roles and responsibilities are summarized below and further detailed by task and subtask in “Appendix 1 – Table of Responsibilities” (Deliverables).

Advanced Responsibilities:

1. Advanced will maintain project communications with Jupiter’s Primary Point of Contact for Software Implementation (POCSI).
2. Advanced will manage the efforts of the Advanced staff and coordinate Advanced activities with Jupiter’s POCSI.
3. Advanced will conduct regular (e.g. weekly or as required) telephone status report conversations with Jupiter’s POCSI.
4. Advanced will participate in weekly reviews with Jupiter’s project team. Participation can be waived by mutual agreement.
5. Advanced will provide timely responses to critical issues raised by Jupiter’s POCSI.
6. Advanced will prepare and submit monthly status reports that include: accomplishments of the previous month, activities planned for the current month and an update to the complete Project Schedule in Smartsheet format, as well as an update to the action item list.
7. Advanced will prepare and submit project change proposals to Jupiter’s POCSI, as necessary.
8. Advanced will monitor the project to ensure that Advanced resources are available as scheduled and that the work is being formed in a timely manner to meet established milestone dates.
9. Advanced will coordinate and oversee the installation of all Advanced licensed software in coordination with Jupiter’s POCSI.
10. Advanced will install all Advanced licensed software in one (1) production and one (1) test instance on Jupiter’s supplied hardware and will support the production environment throughout the implementation and both environment after implementation and go live, and coordinate with Jupiter’s POCSI, as necessary
11. Advanced will coordinate and oversee the implementation efforts of all modifications and interfaces identified in this SOW (exclusive to the CIS Infinity v5 side of the interface), in coordination with Jupiter’s POCSI.
12. Advanced will monitor and support all testing phases, i.e., Functional, Integrated, and User Acceptance Testing. Application consultants will be available to answer questions and resolve issues generated during testing.

Jupiter Responsibilities:

1. Jupiter will provide the information required to configure and convert data into the CIS Solution.
2. Jupiter will establish a Project Team that is representative of the operational areas that will be affected by this project.
3. Jupiter will designate POCSI who will manage the efforts of Jupiter's Project Team and/or staff and coordinate activities with the Advanced Project Manager.
4. Jupiter's POCSI will ensure that Jupiter's personnel have the time, resources, and expertise to carry out their respective tasks and responsibilities to meet the project milestone dates.
5. Jupiter's POCSI or designees will participate in the scheduled (e.g. weekly or as required) status meetings with the Advanced Project Manager.
6. Jupiter will review current business practices, consider and/or adopt new business practices as needed.
7. Jupiter will provide timely responses to critical issues raised by the Advanced Project Manager.
8. If this project requires onsite presence, Jupiter will make available meeting spaces as required for project meetings. Meeting spaces should be equipped with a white board and markers, flip chart, LCD projector, conference phone and internet connection.
9. If this SOW requires on-site presence, Jupiter shall establish a training/testing room that will provide space, computers (with necessary software) and access to the software for the number of users specified in the contract. The training room will be equipped with a white board and markers, flip chart, LCD projector, conference phone and internet connections.
10. Jupiter will ensure mutually agreed upon Change Orders are approved and processed in accordance with the Change Order Procedure.
11. Jupiter Staff will attend scheduled training sessions.
12. Jupiter will perform testing as required including functional testing, integration testing, and user acceptance testing and will provide the documented test cases and results to Advanced utilizing the Advanced Testing Tool (Smartsheet).
13. Jupiter will perform manual cut over tasks identified in the data conversion and the cutover plan.
14. With support from Advanced, Jupiter will be responsible to create, configure and test all Jupiter Owned Control Forms (including but not limited to service orders, actions, letters, security, admin). Optional training related to these activities is available upon request at additional cost.
15. Jupiter will update V5 control forms upon applying any changes to control forms in V3.
16. Jupiter will communicate and coordinate V3 rate structure changes with Project Team.

Constraints and Assumptions

1. All prices are quoted in US dollars.
2. The Fixed Cost will be firm for the services identified herein throughout the project's duration. If circumstances occur that result in delays to the project or changes in scope, all extensions will be reviewed and managed via the Change Control Process.
3. Jupiter must update CIS Infinity V3 production environment to the recommended v3 release prior to project initiation.
4. Jupiter recognizes that this is a project and not normal daily operations. All team members may not be accustomed to the demands of a project and will have to readily adjust to the needs of meeting deadlines and multi-tasking for this project to be successful.
5. Staffing issues will be resolved between Jupiter's POCSI and the Advanced Project Manager. Both parties will make every reasonable effort to maintain stable project staffing for the life of the project and minimize disruption to the project.
6. Jupiter will strive to make reasonable effort to minimize the impact of competing initiatives within the organization that may have an adverse impact to the project. Likewise, Advanced will also strive to make reasonable effort to minimize the impact of competing initiatives within their organization that may have an adverse impact to the project. If this cannot occur:
 - a. The Party responsible for the adverse impact will define an escalation path which defines who can resolve resource allocation conflicts, determine the priority of the conflicting work, and communicate with the affected parties, including the Advanced Project Manager and the Jupiter POCSI.
 - b. Both Parties will make commercially reasonable efforts to resolve conflicting priorities to accommodate and minimize loss of progress/resources on the project. Depending on the length of time the resource is not available and the conflict occurs, in delay to the project schedule, Parties will meet to discuss the delays, outline the impacts to project schedule and determine if additional costs or credits are due to either Party. Such discussions may result in a Change Order agreeable to both Parties. It is understood by both Parties that change orders resulting in additional cost to the project will require the approval of the Town Council and will further delay the Project, at no additional expense to the Town. It is in the best interest of both Parties to complete the Project within the Contract budget.
 - c. Impacts and/or changes to project resources by either party are the responsibility of that same party to replace and provide knowledge transfer that will mitigate the risk of the resource loss.
7. Prompt decision-making and problem resolution will be required to achieve an on-time, on-budget project completion. It is expected most decisions and/or problems will be resolved within five (5) business days (or to a mutually agreed to timeframe). Reasonable efforts will be made to meet the requirements.
8. Jupiter will empower Jupiter's project team members to make decisions related to configuration and business processes. For some key decisions Jupiter team may be required to elevate the decision process to the executive team. Jupiter will work to minimize the escalation of decisions to keep the decision process as streamlined and timely as possible.
9. Jupiter and Advanced will ensure their respective Project Team members are available for meetings, workshops, discussions and conference calls upon request by either Party with reasonable notice. All Project Team members will respond to information requests by either organization within five (5) Business Days unless otherwise agreed to, to minimize delays in the project.
10. Both parties agree to work a reasonable number of additional hours (when required) to help complete project deliverables and project timelines as agreed upon by both Parties.

11. All Jupiter and Advanced Project Team members are expected to take normal vacation and holiday days throughout the course of the project except during stages of the project where their presence is critical.
12. Jupiter is willing to consider and implement, when mutually acceptable, Advanced "Best Practices" to minimize the need for software modifications to the extent these practices meet Jupiter's CIS Solution Requirements.
13. Advanced will recommend configurations and processes based on its industry experience and knowledge of the Advanced solution. Jupiter is willing to consider and implement, when mutually acceptable, Advanced' "Best Practices" to minimize the need for software modifications to the extent these practices meet Jupiter's CIS Solution Requirements. This may not always be possible, but Jupiter will approach each opportunity from this perspective. To that end, Advanced has completed a thorough assessment of the Town's current utilization of CIS Infinity, via the code and system audits, which has informed this statement of work around key requirements such as integrations and reports. Advancement is confident that they have captured and understand the Town's requirements. In the event that Jupiter rejects any of Advanced Best Practices recommendations, Jupiter will sign an acknowledgement of such decision. This document will describe Advanced's concerns about Jupiter's requested functionality, and Jupiter's acceptance that a subsequent reversal or modification of such functionality shall be considered an increase in project scope at the agreed upon hourly rate. Furthermore, this document shall describe any impact to Advanced's ability to provide ongoing support, including any impacts to the annual software subscription fee.
14. When onsite Advanced agrees to work within Jupiter standard business hours whenever possible with the understanding that travel days may impact onsite days. Additionally, it is important to note that there may be times in the project where key staff may be required to work extra hours or hours outside of the standard business hours. For example, cutover is typically done over the weekend.
15. Advanced will provide standard test cases based on standard product functionality. Customer is responsible for creating and executing any additional or custom test cases (as required).
16. Jupiter and Advanced will each assign a Project Manager or POCSI to lead and guide their respective teams throughout this engagement.
17. Jupiter and Advanced will each secure the appropriate staff from their teams in a timely fashion in order to discuss or review the various materials produced when required.
18. Jupiter and Advanced agree to facilitate any required corporate logistics for the fulfillment of this agreement.
19. Jupiter and Advanced will provide access and support from their respective IT Groups and any other stakeholders, as deemed necessary by Customer and Advanced throughout this engagement.
20. Jupiter will provide the appropriate remote access to its network, facilities and systems, as may be required to perform activities from one of Advanced's locations. Advanced shall abide by all rules and directions of Jupiter when accessing networks, facilities, or systems. Please note that multiple concurrent Advanced users must be allowed timely access to relevant client servers.
21. Advanced will work with Jupiter and all third-party vendors referenced in Task 2, Subtask 2.1 to ensure a successful project. However, Jupiter will secure, as required and in a timely fashion, the assistance and cooperation of third-party vendors to ensure a successful project. A change order may be created if the third-party vendor is unavailable or non-cooperative and, as such, results in an impact to the schedule or effort.
22. Advanced will provide 150 hours of training support to the Town of Jupiter as part of the project, encompassing preparation, delivery, and participation in key project activities. Training hours are allocated across specific components to ensure alignment with project milestones and deliverables.

Training Hours Allocation

- Project Involvement (60 hours): Includes participation in project-related activities such as initiation, software testing, Go-Live, and post-Go-Live support over the ~12-month project duration.
- Core Team Training (30 hours): Remote training for up to 10 attendees, focusing on system knowledge to prepare key team members for operational success.
- Security Training (15 hours): Remote training for up to 10 attendees, covering system security features to safeguard data and ensure compliance with industry standards.
- Reports and Actions Training (15 hours): Remote training for up to 10 attendees on reporting tools and automation to optimize decision-making and operations.
- End-User Training (30 hours): Training for up to 10 attendees to equip staff with the skills needed for daily system use.

All training will be conducted remotely and scheduled in coordination with the project timeline to maximize relevance and impact. Sessions will be tailored to the Town of Jupiter's specific needs, incorporating real-world scenarios to enhance usability.

Each session accommodates up to 10 attendees to ensure an interactive and focused learning experience. Any request for additional training hours or modifications to the training plan beyond the allocated 150 hours will require a formal change request and may result in additional fees. The Town of Jupiter is responsible for ensuring attendee availability, providing necessary technology infrastructure for remote training sessions, and reviewing training materials in advance to facilitate engagement and effectiveness.

Task 1 – Project Management

Project management occurs throughout the project. Advanced will have primary responsibility for the successful completion of this project as defined in the Scope of Work, including the management of all Advanced resources and tasks. Advanced will be responsible for conducting project related administrative activities including the development and updates, as required, to the project schedule. The Advanced Project Manager (PM) will provide oversight and guidance to Advanced staff to ensure successful completion of Advanced led/assigned activities and related project tasks. Similarly, the Jupiter POCSI will provide oversight and guidance to Jupiter staff to ensure successful completion of Jupiter led/assigned activities and related project tasks.

Subtask 1.1 – Project Planning

Advanced and Jupiter will partner together for successful project execution. Project Initiation will involve all members of the Advanced and Jupiter project team. Prior to the remote Project Kickoff meeting, Advanced and Jupiter will assemble their respective teams who will review this SOW in preparation of the Project Kickoff meeting. It is also highly recommended that the Jupiter team reviews the CIS Infinity v5 upgrade documentation prior to the Project Kickoff meeting.

The Project Schedule for Jupiter identifies the activities, deliverables and resources required for the successful upgrade of CIS Infinity v5. The Advanced PM and the Jupiter POCSI will review the Project Schedule and internal project dates that may affect project milestones (for example, third party delivery dates). Jupiter is responsible for managing the timelines and deliverables of any third-party vendor, to ensure they meet the requirements of the approved Project Schedule. The Advanced PM and the Jupiter POCSI will finalize the project schedule within 2 weeks of the Project Kickoff meeting.

Any changes to the project timeline during the project are to be communicated and reviewed by the Project Sponsors of Jupiter and at Advanced. Changes affecting the overall scope of the project or project schedule may necessitate the use of a Scope of Work Amendment process. (See Change Control).

Subtask 1.2 - Change Control Process

Advanced will coordinate a joint effort with Jupiter to document a Change Control process to manage project scope. The Change Control process will identify how changes are initiated and their impact on the project will be identified, documented and communicated to Jupiter. Appropriate sign-off channels will be developed for Change Order approval.

Subtask 1.3 – Status Reports

Status reporting provides a mechanism for monitoring and controlling the project progress. Advanced will use various methods to communicate regularly with Jupiter including status reports and status meetings. Additional project communications will be performed via E-mail and telephone on an as needed basis.

Advanced Project Manager will attend status meetings with Jupiter Project Manager either in person or via telephone conference call to focus on project status/progress, issues which

could impact project schedule, technical or operational issues affecting the project and risk assessment. These meetings shall occur on a weekly basis.

Advanced will provide a weekly status report documenting work in progress compared to schedule, issues, actions, risks and budget. Advanced will also provide a monthly summary of project progress, including significant risks and issues resolved and significant risks and issues raised.

Subtask 1.3 – Deliverables

Subtask 1.3 Deliverables	• Weekly Status Meeting and Report • Monthly Project Progress Summary
-------------------------------------	---

Subtask 1.4 – Quarterly Sponsor Review

Advanced will prepare a Quarterly Sponsor Review to be attended by project management and project sponsor staff from both Jupiter and Advanced. The quarterly sponsor review meeting will review progress to date, future actions, and will validate, on a quarterly basis, that the Go Live date is still achievable for both parties. The dates for these meeting will be determined jointly by the Jupiter and the Advanced PM.

Subtask 1.4 – Deliverables

Subtask 1.5 Deliverables	• Quarterly Sponsor Review
-------------------------------------	--

Task 2 – CIS Infinity v5 Interfaces

This section delineates the integration of Advanced CIS Infinity V5 within the project's scope. It specifies the interfacing of CIS Infinity V5 with Jupiter's existing systems. Should these integrations necessitate development work on the interfaced systems, any related vendor costs will be borne by Jupiter and are outside this project's scope.

Advanced is responsible for documenting the progress of all development activities, irrespective of whether they are performed by Jupiter or by Advanced, in the weekly status reports.

Interfaces from CIS Infinity V3 will be migrated to CIS Infinity V5 unchanged, employing the same methods as previously used.

Subtask 2.1 – CIS Infinity V3 Interfaces

Subtask 2.1.1 – Harmony Meter Reading Interface

CIS Infinity V5 will support a two-way batch file interface between CIS Infinity and Jupiter's meter reading software, Harmony MasterMeter.gr

The interface will support the export of account and meter details from CIS Infinity to the meter reading software, containing meters to be read.

The interface will support the import from the meter reading software to CIS Infinity of the meter data reads, meter notes, comments, and trouble codes for billing purposes.

Both the export and the import files will be configured using file formats defined using the Advanced Interface Manager.

Action	Responsible Party
Configure meter read request file layout in CIS Infinity as per V3.	Advanced
Configure meter read request interface in CIS Infinity.	Advanced
Provide instruction on how to run the meter read request process in CIS Infinity.	Advanced
Run meter read request process in CIS Infinity to create the meter read request file.	Jupiter
Send meter read request file to meter reading system.	Jupiter
Configure meter read import file layout in CIS Infinity as per V3.	Advanced
Configure meter read import interface in CIS Infinity as per V3.	Advanced
Provide instructions on how to run the meter read import in CIS Infinity.	Advanced
Download the meter reading import from the meter reading system and place it at a location accessible to CIS Infinity.	Jupiter
Run meter reading import process in CIS Infinity.	Jupiter

Subtask 2.1.2 – InfoSend Bill Print Interface

CIS Infinity V5 will support a one-way batch interface to export bill details from CIS Infinity V5 to their third-party bill print vendor, InfoSend, who will generate and mail out customer bills.

The Advanced standard electronic bill presentment (EBP) file will be created to export from CIS Infinity all billing and sorting information required by bill print and mail vendor.

Action	Responsible Party
Configure the standard Electronic Bill Presentment (EBP) file.	Advanced
Design the bill print with InfoSend using the AUS EBP file layout.	Jupiter
Create a billing batch in CIS Infinity and select Print Bills to generate the EBP file.	Jupiter
Provide the EBP file to InfoSend.	Jupiter

Subtask 2.1.3 - Tyler Technologies Munis General Ledger Interface

A one-way batch file interface between CIS Infinity and Jupiter's financial system Tyler Technologies ("Tyler") Munis, will be implemented to support the export of summarized general ledger information for updated cash, billing, and adjustment batches from CIS Infinity to Tyler Munis' General Ledger module.

Action	Responsible Party
Configure general ledger file layout in CIS Infinity as per V3.	Advanced
Configure general ledger export interface in CIS Infinity.	Advanced
Provide instruction on how to run the general ledger export process in CIS Infinity.	Advanced
Run the general ledger export process in CIS Infinity to generate the general ledger export file.	Jupiter
Import the general ledger export file into Tyler Munis General Ledger module.	Jupiter

Subtask 2.1.4 – Tyler Technologies Accounts Payable Interface

A one-way batch file interface between CIS Infinity and Jupiter's financial system Tyler Munis, will be implemented to generate refund transactions files from CIS Infinity to Tyler Munis' Accounts Payable module.

Action	Responsible Party
Configure accounts payable file layout in CIS Infinity as per V3.	Advanced
Configure accounts payable export interface in CIS Infinity.	Advanced
Provide instruction on how to run the accounts payable export process in CIS Infinity.	Advanced
Run the accounts payable export process in CIS Infinity to generate the accounts payable export file.	Jupiter
Import the accounts payable export file into Tyler Munis Accounts Payable module.	Jupiter

Subtask 2.1.5 – General Cash Payments Import

A one-way batch file interface to support the import of the customer payments to CIS Infinity.

Action	Responsible Party
Configure payment import file layout in CIS Infinity as per V3.	Advanced
Configure payment import interface in CIS Infinity.	Advanced
Provide instruction on how to run the payment import process in CIS Infinity.	Advanced
Download the payment import file at a location accessible to CIS Infinity.	Jupiter
Run the payment import process in CIS Infinity.	Jupiter

Subtask 2.1.6 – Bill2Pay Payments Import

A one-way batch file interface to support the import of the customer payments from Bill2Pay to CIS Infinity.

Action	Responsible Party
Configure payment import file layout in CIS Infinity as per V3.	Advanced
Configure payment import interface in CIS Infinity.	Advanced
Provide instruction on how to run the payment import process in CIS Infinity.	Advanced
Download the payment import file at a location accessible to CIS Infinity.	Jupiter
Run the payment import process in CIS Infinity.	Jupiter

Subtask 2.1.7 – Lockbox Payments Import

A one-way batch file interface to support the import of the lockbox customer payments to CIS Infinity.

Action	Responsible Party
Configure payment import file layout in CIS Infinity as per V3.	Advanced
Configure payment import interface in CIS Infinity.	Advanced
Provide instruction on how to run the payment import process in CIS Infinity.	Advanced
Download the payment import file at a location accessible to CIS Infinity.	Jupiter
Run the payment import process in CIS Infinity.	Jupiter

Subtask 2.1.8 – Wells Fargo ACH Interface

A one-way batch interface will be configured to support the export of a file containing customers signed up for ACH payments to Jupiter's financial institution, Wells Fargo.

Action	Responsible Party
Configure ACH export file layout in CIS Infinity as per V3.	Advanced
Configure ACH export interface in CIS Infinity.	Advanced
Provide instructions on how to run the ACH export process in CIS Infinity.	Advanced
Run the ACH export process in CIS Infinity.	Jupiter
Provide ACH file to Wells Fargo.	Jupiter

Subtask 2.1.9 – System Innovators iNovah Cashiering Interface

CIS Infinity will support an integration between CIS Infinity and Jupiter's cashiering system, iNovah from System Innovators.

Using the same integration implemented in V3, iNovah will retrieve customer/account balance details from CIS Infinity and will post customer payments into CIS Infinity utility payments table.

A synchronization process will be configured in CIS Infinity to retrieve the iNovah payments from the utility payments table and create a transaction batch for Jupiter's staff to review and update.

Action	Responsible Party
Deploy the integration built by iNovah to retrieve customer account balances from CIS and post customer payments into CIS Infinity utility payments table.	Jupiter/iNovah
Configure an Import Payments process in the Interface Table Processing to create a transaction batch including payments posted by iNovah cashiering.	Advanced
Provide instruction on how to run the Import Payments process in CIS Infinity.	Advanced
Test the iNovah – CIS integration.	Jupiter

Subtask 2.1.10 – Online Payments Interface

CIS Infinity will be configured to retrieve online payments posted by Paymentus from the utility payments table and create a transaction batch for Jupiter's staff to review and update.

Action	Responsible Party
Configure an Import Payments process in the Interface Table Processing to create a transaction batch including payments posted by Paymentus.	Advanced
Provide instructions on how to run the Import Payments process in CIS Infinity.	Advanced
Test the Paymentus – CIS integration.	Jupiter

Subtask 2.1.11 – Paymentus IVR Interface

CIS Infinity will support a real-time integration with Paymentus IVR to allow the IVR system to access real time customer and account information (i.e. utility account balance, payment history, contact information) and post payments, which are then reflected real-time in CIS Infinity.

Action	Responsible Party
Install CIS Web Services API.	Advanced
Call CIS web service API to retrieve customer and account information.	Jupiter
Call CIS web service API to post payments to CIS Infinity.	Jupiter

Subtask 2.1.12 – IVR Outbound Call Interface

CIS Infinity will support two one-way batch interfaces to export delinquent customer information to Paymentus IVR for the outbound call campaigns.

Action	Responsible Party
Configure two (2) outbound call interfaces as per V3 “Outbound Call List” and “Outbound Call List Final”.	Advanced
Provide instructions on how to run the outbound call interfaces in CIS Infinity.	Advanced
Run the outbound call processes in CIS Infinity.	Jupiter
Provide outbound call files to Paymentus.	Jupiter

Subtask 2.1.13 – Lucity Work Order Management Interface

CIS Infinity will support an interface with Jupiter’s work order management system, Lucity. The interface will utilize the same staging table mechanism implemented in CIS Infinity V3.

Action	Responsible Party
Implement CIS triggers to send service order, account, and customer details to CIS staging tables (UTL).	Advanced
Implement a process to retrieve service order, account and customer details from the CIS staging table and post to Lucity.	Jupiter/Lucity
Implement triggers to send service order updates from Lucity to CIS .	Jupiter/Lucity
Implement a process to retrieve service order updates from the CIS staging tables and post to CIS Infinity.	Advanced

Subtask 2.2 – Reports

As a part of Jupiter’s code and system audit, completed as a separate engagement, Advanced has identified 84 custom reports within Jupiter’s V3 system. Out of the 84 reports identified, 36 reports have been custom developed by Advanced, and 11 have been identified as no longer required by Jupiter. Included within the scope of this SOW, Advanced will convert 36 reports to CIS Infinity V5.

Please refer to “Appendix 1 – Reports” for a complete list of the reports that will be converted as part of this engagement.

Should Jupiter require additional custom reports or modifications to current reports, requests will be managed through the Change Control process, as detailed in Subtask 1.2.

Task 3 - Implementation Approach

This task covers the implementation approach Advanced will take to upgrade and reimplement Jupiter's CIS Solution. Advanced will implement a phased approach as described herein.

Subtask 3.1 – Phase 1 – Project Initiation

The Advanced PM will work with the Jupiter Project Manager and staff to organize project information for the preparation of the Project Schedule (see Task1). The Advanced PM will organize and present all the information required to start the project and will, at a minimum, address the following areas:

- Project Schedule,
- Software Provisioning on hardware supplied by Jupiter (on-premise),
- Core Team and End User Training Course Syllabus',
- Issues Tracking Tool set-up and overview,
- Access to CIS Infinity Entity Relationship Diagram and Data Dictionary,
- Project Team Contact List which includes users that need access to the Issues Tracking Tool,
- Overview of the operations of CIS Infinity V5 via online conference,
- Solution Overview Session agendas delivery and review.

The Advanced PM will oversee the daily activities of the project and work in conjunction with the Jupiter's Project Manager and staff to ensure effective management of staff resourcing, forward planning initiatives and day to day project deliveries.

Subtask 3.1 – Deliverables

Subtask 3.1 Deliverables	• Project Kickoff Meeting • Initial Project Schedule • Training Course Agenda • Issues Tracking Tool Overview • Project Team Contact List
---------------------------------	---

Subtask 3.1 – Entry Criteria

Criteria	Responsible Party
✓ Contracts signed	Advanced and Jupiter
✓ Transition discussion from Sales to Professional Services	Advanced and Jupiter
✓ Project Team identified	Advanced and Jupiter

Subtask 3.1 – Exit Criteria

<u>Criteria</u>	<u>Responsible Party</u>
✓ Environment provisioned and signed off	Advanced and Jupiter
✓ 3.1 Deliverables completed	Advanced

Subtask 3.2 – Phase 2 – Solution Overview

Advanced will review the Jupiter's CIS Infinity V3 configuration to provide an association between Jupiter's business practices and the required CIS Infinity v5 configuration.

The Solution Overview will be led by Advanced and will be the basis for how Advanced will configure and convert the items within the scope of the project.

Subtask 3.2 – Solution Overview Workshop

Advanced will conduct the Solution Overview to appropriately review and confirm all required information for the areas listed below. Advanced and Jupiter will identify the necessary Jupiter staff needed to attend these workshops two to four weeks in advance.

The Solution Overview will include:

1. **Foundation:** Review of the CIS Infinity V3 basic system set up areas and logical business rules including but not limited to account types, services and customer/account information.
2. **Billing:** Review of the CIS Infinity V3 meter reading to billing process with a review of all processing and exceptions reporting.
3. **Rates:** Review of the rate tariff, formulas, proration and multipliers configured in CIS Infinity V3.
4. **Cashiering:** Review of all payment types, interfaces, automated clearing house, endorsements, receipts, miscellaneous and unapplied payments processing configured in CIS Infinity V3.
5. **Collections:** Review of all CIS Infinity V3 collections procedures, payment arrangements, exemptions, penalties, notices, disconnections, agency, add to tax/liens, tax certification, bankruptcy and write-off processes including all applicable fees.

Subtask 3.2 – Deliverables

Subtask 3.2 Deliverables	• Solution Overview Workshop • Solution Overview Document
---------------------------------	---

Subtask 3.2 – Entry Criteria

<u>Criteria</u>	<u>Responsible Party</u>
✓ Solution Overview Workshop Agenda delivered.	Advanced

Subtask 3.2 – Exit Criteria

<u>Criteria</u>	<u>Responsible Party</u>
✓ Jupiter Core Team and/or SME's attendance at Solution Overview Workshop.	Jupiter
✓ Solution Overview Workshops conducted.	Advanced
✓ Solution Overview Document delivered.	Advanced
✓ Review and edits/Sign Off of Solution Overview Document 10 days from receipt of each iterative version.	Jupiter

Subtask 3.3 – Phase 3 – Other Discoveries

Accelerated Innovations (“AI”) will lead overall integration activities in terms of working with Advanced to define the data, messaging, and interfaces required to enable the MyMeter Customer Self-Serve portal. For Standard integrations, Advanced is responsible for extracting data from CIS Infinity and integrating to MyMeter in accordance with the format and specifications required by AI. For any additional integrations or customizations, AI is responsible for designing and implementing interfaces in accordance with Advanced provided technical requirements, also defined within this SOW.

The scope of this project is defined as:

- Customer Data Integration
- Billing Data Integration
- Transaction Data Integration
- Update eBill status
- Update Mailing Address (all at Customer Level) in CIS Infinity
- Update Phone in CIS Infinity
- Update Email in CIS Infinity
- Start, Stop, Transfer of Service
- Service Requests
- Bill Payment
- Bill Presentment
- CIS Infinity Managed Auto Pay
- Test Environment
- Branded Mobile App

The final integration diagram for Phase 1 will be defined and documented at the conclusion of project planning and design activities.

The following Discovery Workshops will be completed as part of this project:

Subtask 3.3.1 – AI MyMeter Customer Self-Serve portal (CSS) Discovery

This workshop will be led by Advanced and AI and will review Jupiter's customer portal configuration requirements including a detailed review of Jupiter's business rules and technical environment.

Prior to the start of the workshop, Jupiter will complete the CSS Checklist provided by Advanced.

Advanced will deliver a CSS Discovery Document that will include the Technical Checklist.

Subtask 3.3.1 – Deliverables

Subtask 3.3.1 Deliverables	• CSS Discovery Workshop. • CSS Technical Checklist. • CSS Discovery Document.
-----------------------------------	--

Subtask 3.3.1 – Entry Criteria

Criteria	Responsible Party
✓ CSS Technical Checklist delivered.	Advanced
✓ CSS Technical Checklist complete and returned 2 weeks prior to Discovery Workshop.	Jupiter
✓ CSS Discovery Agenda delivered.	Advanced

Subtask 3.3.1 – Exit Criteria

Criteria	Responsible Party
✓ CSS Discovery Workshop conducted.	Advanced
✓ SME attendance at Discovery Workshop.	Jupiter
✓ CSS Discovery Document delivered.	Advanced
✓ CSS Discovery Document reviewed and signed off within ten (10) days from receipt.	Jupiter

Subtask 3.3.2 – SmartVX (Welcome Videos)

SmartVX is a Harris platform for generating personalized video from templates with customer-specific content. It provides tailor-made experience to customers viewing the video.

By integrating with SmartVX, CIS Infinity can provide the ability to generate videos for billing and onboarding. These videos can be embedded in different forms of communication, such as emails, ebills and letters, that you send to your customers. They can also be embedded on your customer facing web portal to enhance your customers' experience.

Subtask 3.3.2 Deliverables	• SmartVX Discovery Workshop for Welcome Videos • SmartVX Technical Checklist. • SmartVX Discovery Document.
-----------------------------------	--

Subtask 3.3.2 – Entry Criteria

Action	Responsible Party
SmartVX Technical Checklist delivered.	Advanced (with help from SmartVX)
Discover SmartVX features that client will use (e.g. Billing Video, Welcome Video)	Advanced (with help from SmartVX)
Provide logo, contacts, links to be embedded in the videos	Client
Create video templates and configure SmartVX dashboard	Advanced
Configure CIS Infinity to integrate with SmartVX	Advanced
Training on embedding SmartVX video in customer emails, letters, etc.	Advanced

Subtask 3.3.2– Exit Criteria

Action	Responsible Party
SmartVX Discovery Workshop conducted.	Advanced (with help from SmartVX)
Discover SmartVX features that client will use (e.g. Billing Video, Welcome Video)	Advanced (with help from SmartVX)
Provide logo, contacts, links to be embedded in the videos	Client
Create video templates and configure SmartVX dashboard	Advanced
Configure CIS Infinity to integrate with SmartVX	Advanced
Training on embedding SmartVX video in customer emails, letters, etc.	Advanced

Subtask 3.4 – Phase 4 – Data Integrity Check/Clean-Up & Initial Data Conversion/Configuration

The following activities related to data integrity validation, clean-up, data conversion, and configuration will be completed as part of this project:

Subtask 3.4 - Version 3 Data Integrity Check and Clean-up

Prior to the CIS Infinity V5 upgrade conversion, the V3 Integrity Check will be run by Advanced in coordination with Jupiter within the V3 Upgrade Environment. The V3 Upgrade Environment must be refreshed from production by Jupiter prior to running the V3 Integrity Check. The V3 Integrity Check will report on data integrity issues within the V3 database, which, if not resolved, will prevent the successful upgrading of the V3 database to the CIS Infinity V5 database.

The V3 Data Integrity Check will find and report on data integrity issues, such as missing links (orphaned records), code lookups and unpopulated required fields. Advanced staff will analyze issues reported by the Integrity Check and prepare SQL scripts as required to resolve data issues and to review with the Jupiter team via a Data Discovery session. Data fixes will

be applied by Advanced in the upgrade environment. Jupiter will review data fixes and once approved, Jupiter will run scripts and make data changes in V3 Production Environment.

Subtask 3.4 – Deliverables

Subtask 3.4 Deliverables	• Run V3 Integrity Check on CIS Infinity V3 upgrade environment (Refreshed), • Identify, resolve and update data changes into CIS Infinity V3 upgrade Environment prior to the initial conversion of the V3 database to CIS Infinity V5, • Initial software configurations, • Develop and run V3 data clean up scripts in the V3 upgrade environment prior to the initial conversion of the V3 database to CIS Infinity V5, • Refresh V3 upgrade environment from V3 Production environment.
---------------------------------	--

Subtask 3.4 – Entry Criteria

<u>Criteria</u>	<u>Responsible Party</u>
✓ New data cut that includes 100% of the agreed upon data from CIS V3 and provided no later than two (2) weeks prior to Initial Rollout.	Jupiter
✓ Data Validation parameters finalized.	Advanced and Jupiter
✓ Functional Discovery Document signed off per timelines outlined in project schedule and no later than two (2) months prior to scheduled rollout.	Jupiter
✓ Baseline Accounts established, documented and provided to Advanced.	Jupiter

Subtask 3.4 – Exit Criteria

<u>Criteria</u>	<u>Responsible Party</u>
✓ Initial Configuration complete to include no less than 70% of the total configuration requirements outlined in the Functional Discovery Document, excluding all configurable interfaces.	Advanced
✓ Data Validation reviewed jointly and anomalies under investigation by both parties.	Advanced and Jupiter
✓ All generic testing documents delivered including conversion and end-to-end testing.	Advanced
✓ Review of Issues Tracking Tool.	Advanced

✓ Commencement of conversion testing against Baseline Accounts.	Jupiter
---	---------

Subtask 3.5 – Phase 5 – CIS Infinity v5 Initial Upgrade Conversion, Data Validation and Testing

Once the V5 data integrity and cleanup process is complete Advanced will convert Jupiter's V3 data and load into Jupiter's CIS Infinity V5 environment.

Advanced will supply a data validation report confirming both Version 3 and CIS Infinity v5 systems are in balance and will release the system for testing by Jupiter.

The initial CIS Infinity v5 Upgrade Conversion will average one to two days. The length of time necessary for conversion is dependent on several key factors including the size of the current database and number of years of data being converted.

NOTE: The upgrade conversion routine does not automate the upgrade of interfaces, Jupiter security settings, hyperlinks, saved reporting criteria, information bars, billing formulas, bill prints, notices & receipts and custom reports. Advanced and Jupiter will need to configure these manually as identified below.

Advanced is responsible for converting/configuring the following:

- All billing formulas required by Jupiter in CIS Infinity V5,
- Current receipts,
- Bill Print(s) Notices,
- Endorser,
- Reports identified in "Appendix 1 – Reports",
- Generic Information Bars,
- Interfaces (Delivered at Integration Testing).
- Jupiter is responsible for converting/configuring the following:
 - User security,
 - Hyperlinks,
 - Configuration of security is required for the Integration Testing phase.

Prior to the completion of the Initial Upgrade Conversion Jupiter will select a group of Baseline Accounts. Baseline Accounts provide Jupiter's staff with a point of reference when completing testing. The Baseline Accounts represent a cross-section of account types and include accounts handled differently than "normal" accounts. For example, a sample of an account for each rate code, an account with automatic withdrawal, accounts with multiple meters, and account with compound meters are all examples of accounts that should be included in Jupiter's Baseline Accounts, as applicable.

As part of the Initial Upgrade Conversion, Jupiter will undertake testing of the CIS Infinity V5 Upgrade conversion. Jupiter's project manager will coordinate the completion of the CIS Infinity V5 Upgrade conversion testing and submit any issues identified in Team Support. This testing will provide Advanced with information relating to upgrade conversion anomalies to be corrected. Re-testing of identified conversion issues will be necessary.

During Initial Upgrade Conversion testing (and subsequent test phases), Advanced will access Jupiter's server in order to upload data corrections, with the assistance of Jupiter's technical staff. The users will re-test anomalies based on initial test results and established Baseline Accounts.

Subtask 3.5 Deliverables	• Advanced Convert CIS Infinity Version 3 database to CIS Infinity V5 database • Advanced Deliver Data Validation Report which validates conversion accuracy between V3 and V5, • Advanced Review and deliver initial V5 data conversion load with Jupiter, • Advanced Time the process to convert and load data, • Advanced Configure generic Information Bars, • Jupiter Review and approve the Data Validation Report, • Jupiter Run reports currently used by Jupiter for balancing system in V3 and V5 to confirm versions are in balance, • Jupiter Load refreshed CIS Infinity V5 test database onto hosted secure storage (required for troubleshooting and billing formula conversion), • Jupiter Identify Baseline Accounts for testing, • Jupiter Create test scripts and share with Advanced, • Jupiter Run CIS Infinity V5 Data Validation Tool to compare and validate V3 data.
--	---

Subtask 3.6 – Phase 6 – Customer Training

Advanced will provide 2 weeks of Customer Training conducted remotely via WebEx

The Customer Training sessions will include:

- Core Team Training:
 - Training designed to train users on the new user interface (UI) and changes in key functional areas including AccountView, Main Menu, User Task Inquiry, New Services, Moves, Cash, Billing, Collections, Filters/Criteria, Service Orders, Letters, Email Management. Core Team training assumes users are familiar with Version 3 and Jupiter's business processes and does not include introductory or basic training to users unfamiliar with Version 3 functionality and processes.

- Reports Training,
- Security Training,
- End User Training.

Onsite training is available upon request at additional cost and will be managed according to the Change Order process as defined in Subtask 1.2.

Subtask 3.6 – Deliverables

Subtask 3.6 Deliverables	• Standard CIS Infinity V5 Training Agendas • Completion of Instructor-Led remote Customer Training
---------------------------------	--

Subtask 3.6 – Entry Criteria

<u>Criteria</u>	<u>Responsible Party</u>
✓ Agenda delivered	Advanced
✓ Where applicable, Training Room/workstations/software/participants available for training	Jupiter
✓ CIS Infinity V5 System QA'd and prepared for Training	Advanced

Subtask 3.6 – Exit Criteria

<u>Criteria</u>	<u>Responsible Party</u>
✓ Instructor-Led remote Training delivered	Advanced
✓ 90% Attendance rate from Customer at all sessions	Jupiter

Subtask 3.7 – Phase 7 – Reports Development and Delivery

Reports in CIS Infinity V3 identified during Reports Discovery will be converted to CIS Infinity V5 system for review and acceptance by Jupiter.

Any custom reports identified in “Appendix 1 – Reports” will be developed and delivered by Advanced by ITC1. Custom reports unidentified in “Appendix 1 – Reports” will be recognized as out of scope and follow the Change Order Process.

Subtask 3.7 – Deliverables

Subtask 3.7 Deliverables	• Reports are ready for Jupiter to test
---------------------------------	---

Subtask 3.7 – Entry Criteria

<u>Criteria</u>	<u>Responsible Party</u>
-----------------	--------------------------

✓ TeamSupport Tickets created for each report identified in "Appendix 1 – Reports".	Advanced
---	----------

Subtask 3.7 – Exit Criteria

<u>Criteria</u>	<u>Responsible Party</u>
✓ Delivery of reports identified in "Appendix 1 – Reports"	Advanced

Subtask 3.8 – Phase 8 – Interface Delivery

Once an interface has been implemented, unit tested and tested internally by Advanced, Jupiter will be notified that the interface is ready to be released and available for testing or Jupiter will be notified that the interface is ready to be released and deployed in Jupiter's environment through an executable or build.

Subtask 3.8 – Deliverables

Subtask 3.8 Deliverables	• Interfaces are ready for Jupiter to test
---------------------------------	--

Subtask 3.8 – Entry Criteria

<u>Criteria</u>	<u>Responsible Party</u>
✓ TeamSupport Tickets are created for each interface identified in Subtask 2.	Advanced
✓ 3 rd Party Vendor participation in Interface testing (if applicable).	Jupiter

Subtask 3.8 – Exit Criteria

<u>Criteria</u>	<u>Responsible Party</u>
✓ Interfaces are configured and ready for testing in Jupiter's environment.	Advanced
✓ Testing of interfaces with 3 rd party vendor participation (if applicable) completed.	Jupiter

Subtask 3.9 – Phase 9 – Software Testing

Advanced will support all software testing through possible combinations of onsite support, remote support and video conferencing online support. Validated testing criteria will be used to determine if the testing phase is complete and the system is ready for the next cycle of testing. The Advanced PM will provide Jupiter with generic test scripts. Modification of test scripts to match Jupiter's specific business scenarios is the responsibility of Jupiter. From the test scripts Jupiter will create an ITC Plan (Integration Testing Cycle), and User Acceptance Test (UAT) Plan.

At the start of each test cycle, a full data conversion using a fresh data extract will be performed to exercise the data conversion process and to update any required data fixes that are found through testing. Data Conversion is an iterative process and will require fixes throughout all testing phases based on the outcomes of each testing phase.

With each data conversion Advanced will provide and Jupiter will verify all balancing metrics that were agreed upon in the Data Conversion Discovery. Deficiencies found during the Software Testing Phase will be entered into the Issues Tracking Tool for the correction of configuration, data conversion and/or system deficiencies. Deficiencies will be entered into the Issues Tracking Tool by Jupiter. The Issues Tracking Tool maintains a history of analysis and problem resolution.

The Issues Tracking Tool will be managed and maintained by the Advanced PM and will be reviewed with both Advanced and Jupiter staff to ensure the issues are being actively worked and tested. The Advanced PM will be proactive in the resolution of items logged in the Issues Tracking Tool so that they will be resolved within a timely manner. The Advanced PM or designate will document to the Jupiter Project Manager (in detail) the issue or defect, the resolution or workaround alternative, if applicable.

Advanced will provide a technical point of contact during all testing phases, Advanced will provide responses that include justification and mitigation plans, where applicable.

Jupiter will provide Advanced with evidence through Test Cases utilizing the Advanced Testing Tool (Smartsheet) and various other methods of testing documentation that testing is being done and progressing through the test phases.

The software testing phase is divided into the following test cycles:

Subtask 3.9 – Functional Testing

Functional testing will utilize the Baseline Accounts to confirm that the data conversion and basic functions in the system are working as expected. Individual accounts will be reviewed and will run through a meter to cash process.

Functional Testing is modular and does not test the system end-to-end utilizing interfaces.

Subtask 3.9 – Functional Testing Deliverables

Subtask 3.9 Deliverables	Functional Test Data Conversion Refresh and Validation Report.
---------------------------------	--

Subtask 3.9 – Entry Criteria

<u>Criteria</u>	<u>Responsible Party</u>
✓ Configuration complete in accordance to the requirements outlined in the Solution Overview Document and excluding all interfaces and modifications.	Advanced
✓ Data Refresh timelines recorded for the data cut, conversion and load.	Advanced and Jupiter

✓ Customized Testing Documents designed, and functional test cases created in Advanced Testing Tool.	Jupiter
✓ Valid contract in place with payment processor.	Jupiter

Subtask 3.9.1 – Exit Criteria

<u>Criteria</u>	<u>Responsible Party</u>
✓ Testing of all applicable functional modules using customized test documents and test cases, reporting any anomalies in Issues Tracking Tool.	Jupiter
✓ Retesting of fixed conversion items, testing of conversion additions and report anomalies in Issues Tracking Tool.	Jupiter
✓ Functional Data Validation jointly reviewed and anomalies under investigation by both parties.	Advanced and Jupiter
✓ Rates Testing Completion and anomalies reported in Issues Tracking Tool.	Jupiter
✓ Successful resolution of 70% of critical configuration type tickets reported no less than 15 days from scheduled ITC Refresh start date.	Advanced
✓ Backup and Restore Site Failover Testing.	Advanced
✓ Connectivity validated between CIS platform test instance and dependent systems.	Advanced

Subtask 3.9.2 - Integration Testing Cycle (ITC)

ITC will utilize test scripts/cases customized by Jupiter to confirm that the data conversion and business processes are functioning as expected.

ITC is intended to exercise full scale testing of the system incorporating the testing of interfaces and modifications scheduled for ITC. It includes testing of all end-to-end processes and all Jupiter Owned Control Forms (including but not limited to service orders, actions, filter/criteria, letter generation, security admin).

Subtask 3.9.2 – Integration Testing Deliverables

Subtask 3.9.2 Deliverables	• ITC Data Conversion Refresh and Validation Report • ITC Build Release for Interfaces/Integrations and Modifications
-----------------------------------	--

Subtask 3.9.2 – Entry Criteria ITC

<u>Criteria</u>	<u>Responsible Party</u>
✓ Completion of testing of all applicable functional modules using customized test documents and test cases and anomalies reported in Issues Tracking Tool.	Jupiter
✓ Customized Testing Documents designed, and ITC test cases created in Advanced Testing Tool.	Jupiter

✓ Successful retesting of fixed conversion items and testing of remaining conversion additions. Anomalies reported in Issues Tracking Tool.	Jupiter
✓ ITC Data Validation reviewed jointly and anomalies under investigation by both parties.	Advanced and Jupiter
✓ Rates Testing Completed and any anomalies reported in Issues Tracking Tool.	Jupiter
✓ Successful resolution of 70% of critical path configuration type tickets reported no less than ten (10) days from ITC Refresh start date.	Advanced
✓ Interfaces completed.	Advanced
✓ Jupiter Owned Control Forms 60% completed which must include Service Order Types.	Jupiter
✓ CSS configuration/GUI commencement.	Advanced
✓ Jupiter AUS Preferred Payment Processor set up complete and ready for integration testing with CIS Infinity V5 and CSS.	Advanced

Subtask 3.9.2 – Exit Criteria ITC

Criteria	Responsible Party
✓ Technical and training daily support for initial week of ITC Testing.	Advanced
✓ Build Release(s) (if applicable) applied for Interfaces.	Advanced
✓ Testing of interfaces with 3 rd party vendor participation (if applicable) and anomalies reported in Issues Tracking Tool.	Jupiter
✓ Successful resolution of 80% of critical path configuration type tickets reported no less than ten (10) days from scheduled UAT Refresh start date.	Advanced
✓ Successful resolution of 80% of conversion type tickets reported no less than 10 days from scheduled UAT Refresh start date.	Advanced
✓ Reports Testing Complete and anomalies reported in Issues Tracking Tool.	Jupiter
✓ Bill Print testing, Cycle Bills, Final Bills, Manual Bill and Prorated bills.	Jupiter
✓ Cycle Billing Testing Complete and anomalies reported in Issues Tracking Tool.	Jupiter
✓ Jupiter Owned Control Forms 80% complete.	Jupiter
✓ CSS configuration/GUI completed and ready for UAT.	Advanced

✓ CSS Testing completed and any anomalies reported in Issues Tracking Tool.	Jupiter
✓ AUS Preferred Payment Processor configuration completed and ready for UAT.	Advanced

Subtask 3.9.3 - User Acceptance Testing (UAT)

The final phase of testing is UAT and starts with a code freeze. Only critical path items will be altered during this phase as agreed upon by both parties after analyzing the risk of introducing these changes. Once complete, the UAT constitutes acceptance of the system as ready for Go Live. In combination with staff training readiness and organization readiness, the UAT and its acceptance help to drive the Go/No Go criteria that lock down the live date of the software.

Advanced will coordinate with Jupiter to select the integration test scripts that will be used during UAT.

The Advanced PM will work with Jupiter to ensure that test results for each testing phase provide evidence that CIS Infinity V5 capabilities have been properly integrated and tested in Jupiter's test environment. Advanced will work with Jupiter to support performance tests.

Subtask 3.9.3 – User Acceptance Testing Deliverables

Subtask 3.9.3 Deliverables	• UAT Data Conversion Refresh and Validation Report • UAT Acceptance Criteria
-----------------------------------	--

Subtask 3.9.3 – Entry Criteria

<u>Criteria</u>	<u>Responsible Party</u>
✓ UAT Data Validation reviewed jointly and anomalies under investigation by both parties.	Advanced and Jupiter
✓ Retested interfaces and modifications with 3 rd party vendor participation (if applicable) and anomalies reported in Issues Tracking Tool.	Jupiter
✓ Successful resolution of 90% of critical path configuration type tickets reported no less than ten (10) days from scheduled UAT Refresh start date.	Advanced
✓ Successful resolution of 90% of conversion type tickets reported no less than ten (10) days from scheduled UAT Refresh start date.	Advanced
✓ Reports Testing completed.	Jupiter
✓ Bill Print Testing completed with 3 rd party vendor participation (if applicable).	
✓ System Code Freeze.	Advanced
✓ Final review of Jupiter Owned Control Forms.	Jupiter

✓ CSS Issues reported not less than ten (10) days from scheduled UAT Refresh fixed.	Advanced/Jupiter
---	------------------

Subtask 3.9.3 – Exit Criteria

<u>Criteria</u>	<u>Responsible Party</u>
✓ Successful testing of all end-to-end processes.	Jupiter
✓ Successful resolution of all critical path conversion and configuration type tickets.	Advanced
✓ Successful completion of all Jupiter Owned Control Forms.	Jupiter
✓ Regression and stress test executed successfully.	Jupiter
✓ Successful testing of Payment Processor.	Jupiter
✓ Successful testing of CSS.	Jupiter

Subtask 3.10 – Phase 10 – End User Training

Advanced will provide 1 week of CIS Infinity V5 End User training to Jupiter to secure a working knowledge of CIS Infinity V5. As part of the Training Plan, Advanced will work with Jupiter to jointly create the appropriate Training Matrices (part of the Training Plan) that will identify classes and the Advanced and Jupiter staff attendance needs. End User training assumes users are familiar with V3 and Jupiter's business processes and does not include introductory or basic training to users unfamiliar with V3 functionality and processes.

End User Training will be conducted by a combination of instructor-led sessions in accordance with the Training Matrix and with Jupiter availability to answer participant questions pertaining to Jupiter business practices.

Each End User training session will have an attendance sheet that matches the End User training schedule. Once each session is complete, Jupiter will sign-off on a Training Session Sign-off Form signifying that the training session has been completed.

Subtask 3.10 – Deliverables

Subtask 3.10 Deliverables	• Completion of Instructor Led End User Training, • Training Session Attendance Report, • Training Session Signoff form.
----------------------------------	--

Subtask 3.10 – Entry Criteria

<u>Criteria</u>	<u>Responsible Party</u>
✓ End User Training Plan Matrix delivered.	Advanced
✓ End User Training Plan Matrix completed.	Jupiter
✓ End User Training Schedule created.	Advanced and Jupiter

Subtask 3.10 – Exit Criteria

Criteria	Responsible Party
✓ All End User Training sessions required for Go-Live complete.	Advanced
✓ End Users absent or requiring additional assistance/training from End User Training identified.	Advanced
✓ Additional training plan developed and provided to End Users identified as requiring additional assistance/training complete for Go-Live.	Jupiter

Subtask 3.11 – Phase 11 – Cut-Over Plan/Go/No Go Criteria

Jupiter will assist Advanced in the construction of Go/No-Go criteria. These criteria shall be used to determine whether or not to proceed to “Phase 12 - Transition to Live”. Criteria shall be measured on a weekly basis starting no later than the commencement of User Acceptance Testing. When all criteria are met, Jupiter shall issue formal authorization to proceed with the Cut-Over Plan to production.

The Advanced PM will develop a Cut-Over Plan throughout the lifecycle of the project in preparation for a final transition to live. This plan details the steps and responsibilities for Advanced and Jupiter to transition CIS Infinity to Jupiter’s production (live) environment. The Cut-Over Plan will include but not be limited to the following items:

- Full emergency contact information,
- Detailed steps and communications of when data extract is obtained, and data conversion is returned,
- Ordered steps for ensuring balancing of the system,
- Determination of whether a test system is refreshed at the same time as production for any required process testing,
- Post-cut-over checklist,
- Criteria that determine when the system will be turned over to end user staff,
- A formal release from Advanced that documents that the system has been handed to Jupiter in full balance.

Subtask 3.11 – Cut-Over Plan/Go/No Go Deliverables

Subtask 3.11 Deliverables	• Go/No Go Criteria, • Cut-Over Plan, • Formal Jupiter Authorization to Transition to Live.
----------------------------------	---

Subtask 3.11 – Entry Criteria

Criteria	Responsible Party
✓ System is in a readiness state for all critical path items	Advanced and Jupiter

✓ Jupiter has invoked Change Management plan (employees, customers, vendors)	Jupiter
✓ End Users trained	Advanced or Jupiter

Subtask 3.11 – Exit Criteria

<u>Criteria</u>	<u>Responsible Party</u>
✓ Cut-Over Plan finalized	Advanced and Jupiter
✓ Organizational Readiness Plan finalized	Advanced and Jupiter
✓ Go/No Go Meeting	Advanced and Jupiter
✓ Authorization to Go Live	Jupiter
✓ Post Cut-Over List of Tasks	Advanced and Jupiter

Subtask 3.12 – Phase 12 – Transition to Live

The cutover to live will occur over a weekend and will be coordinated by the Advanced Project Manager and Jupiter staff.

The transition to live will have a new and final data conversion in which the data validation parameters, bill codes, rate mapping and transaction codes will all be approved by Jupiter and the Advanced Project Manager.

Subtask 3.12 – Deliverables

Subtask 3.12 Deliverables	• Final Cut-Over Plan Report, • Final Release Data Conversion Refresh and Validation Report, • AR Balancing Report, • Year and month active confirmation, • AR Summary Details Report, • Transaction Code Report, • Rates Report.
----------------------------------	---

Subtask 3.12 – Entry Criteria

<u>Criteria</u>	<u>Responsible Party</u>
✓ Execution of Cut-Over Plan.	Advanced and Jupiter
✓ End Users trained.	Advanced and Jupiter
✓ 3 rd Party Vendors communicated and on board.	Jupiter
✓ Execution of Organizational Readiness Plan.	Advanced and Jupiter

✓ Connectivity validated between the CIS Infinity production instance and dependent systems.	Advanced
--	----------

Subtask 3.12 – Exit Criteria

<u>Criteria</u>	<u>Responsible Party</u>
✓ Go Live Signed Off.	Jupiter
✓ Post Live Items identified.	Advanced

Subtask 3.13 – Phase 13 – Post Go Live

Jupiter will receive one (1) month of standard post go live support. Advanced will assist Jupiter throughout the post live implementation phase to identify and respond to any needs and concerns. During the Post Go-Live period, Advanced will supply, as per the agreement, remote communications, and online support through video conferencing to ensure a smooth transition to Customer Success. During this phase of the project, the following items will be supplied to Jupiter:

- Weekly Project Manager and technical staff meetings to review all high-priority items,
- Remote communications and video conference customer support,
- Introduction and transition to Support.

Throughout the Post Go-Live period, the Advanced Project Manager will continue to act as primary resource for all issues. Upon completion of the Post live support period, Jupiter will transition to the Advanced Customer Success Team as per the Support and Maintenance agreement. Additional support (remote or onsite) is available at an additional cost.

Subtask 3.13 – Deliverables

Subtask 3.13 Deliverables	• Monthly Post Live Support Log, • Transition to Support.
----------------------------------	--

Subtask 3.13 – Entry Criteria

<u>Criteria</u>	<u>Responsible Party</u>
✓ Go-Live Signed Off.	Jupiter
✓ Post Live Punch List Items Identified.	Advanced

Subtask 3.13 – Exit Criteria

<u>Criteria</u>	<u>Responsible Party</u>
✓ Post Live Punch List Items resolved.	Jupiter and Advanced
✓ Project Completion documented.	Advanced
✓ Transition to Customer Success Group.	Advanced

Schedule 1 – Fees and Payments

Fee Structure

Professional Services Fees	
Item	Price
Services related to CIS Infinity V3 to V5 upgrade	
• Project Management	\$76,000.00
• Installation	(Included)
• Configuration	\$44,650.00
• Data Integrity	\$57,000.00
• Conversion	\$68,400.00
o Including Advanced created reports	(Included)
• Training	\$28,500.00
• Integrations	\$91,200.00
• Go-Live support	(Included)
• Post Go-Live support	\$38,000.00
• Rest API	\$22,800.00
• MyMeter Installation	\$76,000.00
Services related to SmartVX (Welcome package)	\$0.00
Total	\$502,550.00

Annual Recurring Fees	
Item	Price
Maintenance and Support related to Advanced CIS Infinity V5	\$9,042.09
Maintenance and Support related to Advanced REST API	\$24,000.00
Accelerated Innovations MyMeter CSS Subscription	\$34,000.00
• Unlimited concurrent users and up to 34,000 Monthly meters	
SmartVX (Welcome Video) Subscription	\$0.00
Total	\$67,042.09*

*Fees will be added to existing annual recurring fees.

Estimated Travel Expenses	
Item	Price
Travel Expenses - Advanced	Billed as incurred per
• Available on request	rates outlined in MSA

Payment Milestones

Professional Services:

PHASE	DESCRIPTION	%	AMOUNT
0	On signature of SOW	10%	\$50,255.00
1	On entry of "Project Initiation" Subtask 3.1 of SOW	10%	\$50,255.00
2	On exit of "Solution Overview Workshop" Subtask 3.2 of SOW	5%	\$25,127.50
3	On exit of "Other Discoveries" Subtask 3.3 of SOW	5%	\$25,127.50
4	On entry of "Data Integrity Check and Clean-up" Subtask 3.4 of SOW	10%	\$50,255.00
5	On entry of "CIS Infinity V5 Initial Upgrade Conversion, Data Validation and Testing" Subtask 3.5 of SOW	10%	\$50,255.00
6	On exit of "Customer Training" Subtask 3.6 of SOW	5%	\$25,127.50
7	On entry of "Reports Development" Subtask 3.7 of SOW	10%	\$50,255.00
8	On entry of "Interface Delivery" Subtask 3.8 of SOW	10%	\$50,255.00
9	On entry of "Software Testing" Subtask 3.9 of SOW	10%	\$50,255.00
10	On exit of "End-User Training" Subtask 3.10 of SOW	5%	\$25,127.50
12	On exit of "Transition to Live" Subtask 3.12 of SOW	5%	\$25,127.50
13	30 Days from entry to "Post Go Live" Subtask 3.13 of SOW	5%	\$25,127.50

Subscription Fees:

100%	Installation of software (MyMeter CSS) to a non-production environment	\$34,000.00
------	--	-------------

Maintenance and Support:

100%	Installation of software (CIS Infinity V5) to a non-production environment	\$9,042.09
100%	Installation of software (REST API) to a non-production environment	\$24,000.00

Pricing Assumptions

1. Professional Services Fees are a fixed, not to exceed amount, which will be invoiced based on the payment milestones defined herein and will be paid within 30 days of receipt of each approved invoice.
2. All fees exclude out-of-pocket expenses, such as travel and lodging costs, which are billed monthly as incurred subject to the terms outlined within the Software License and Implementation Services Agreement and the Support and Maintenance Agreement between the Town and Harris.
3. On-site Additional Professional Services do not cover travel, lodging, and per diem expenses.
4. Additional Professional Services are available upon request and billed at then prevailing hourly rate. As of the date of this Agreement, Harris's hourly rate is billed at \$250 per hour.
5. A \$750 daily surcharge applies for services provided on weekends or recognized holidays, in addition to standard fees and travel expenses.
6. Pricing assumptions exclude taxes, duties, and fees.
7. Payments delayed beyond terms are subject to interest at the prime lending rate set by the Federal Reserve plus 2.5%, compounded monthly, or the maximum permitted by law, whichever is lower.
8. Annual Fee Adjustments for Existing Maintenance and Support (M&S): For the first three (3) years following renewals (October 2026, October 2027, and October 2028), annual fee increases for existing Maintenance and Support (M&S) services shall be calculated based on the greater of:
 - The most recent annual percentage change in the Consumer Price Index for All Urban Consumers (CPI-U), as published by the United States Bureau of Labor Statistics (Series ID CUUR0000SA0), or
 - 5%.After October 2028, both parties shall mutually agree upon subsequent annual fee increases.
9. Annual Fee Adjustments for New Services Added in this Statement of Work: Annual fee increases for new services added under this Statement of Work, including the MyMeter CSS Subscription, CIS Infinity V5 Maintenance and Support (M&S), and REST API, shall follow the same adjustment methodology beginning with the October 2027 renewal and continuing for the October 2028 renewal. Specifically, adjustments shall be based on the greater of:
 - The most recent annual percentage change in the Consumer Price Index for All Urban Consumers (CPI-U), as published by the United States Bureau of Labor Statistics (Series ID CUUR0000SA0), or
 - 5%.After October 2028, subsequent annual fee increases for these services shall also be determined through mutual agreement by both parties.
8. Additional software subscriptions requested will be quoted at that time.

Termination

Unless Advanced and/or Jupiter exercises its right to terminate this SOW due to material breach or default, Advanced must provide, and Jupiter must purchase, services from Advanced for the items defined within this SOW.

If Jupiter and/or Advanced exercises its right to terminate this SOW due to material breach or default, or Customer and/or Advanced terminates this SOW without cause,

Jupiter's obligation includes the following:

1. Provide notice of 10 calendar days for termination without cause;
2. Return the software to Advanced and certify, under the hand of a duly authorized officer of the Organization, that all copies of the software or any part thereof, in any form, within the possession or control of the Organization have been returned to Advanced (if applicable).
3. Complete payment for services performed and expenses incurred prior to termination including:
 - a. Any amounts previously invoiced but unpaid;
 - b. Fees for services performed through the termination date which has not been invoiced; and
 - c. Any approved travel and living costs.

Advanced's obligation includes the following:

1. Provide notice of 10 calendar days for termination without cause.

If Advanced or the Town properly exercises its right to terminate the SOW without cause, neither party shall be liable to the nonterminating party for any special, indirect, consequential, punitive or incidental damages of any kind and shall not be liable for loss of profits, works stoppage, system failure or malfunction, loss of data or any other damages or losses in connection with this statement of work.

Except as otherwise expressly set forth herein, this SOW is performed pursuant to the terms and conditions of the Software License and Implementation Services and Support and Maintenance Agreements between the parties dated January 7, 2014 and any subsequent contract amendments.

Approvals

IN WITNESS WHEREOF the parties hereto have duly executed this Scope of Work to be effective as of the execution date below.

N. HARRIS COMPUTER CORPORATION

Per:

Name: Mark Wilkinson

Title: Executive Vice President

Date:

Town of Jupiter, FL

Per:

Name: Jim Kuretski

Title: Mayor

Date:

Attest:

Name: Laura E. Cahill

Title: Town Clerk

Date:

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By:

Name: Thomas J. Baird

Title: Town Attorney

Date:

Appendices

Appendix 1 – Reports

Complete list of all 84 Custom reports identified through system audit: Out of 84 reports 36 reports are required by Jupiter. Any report created by Jupiter will need to be recreated by Jupiter in V5.

Report Name	Report Description	Report to be Used in V5 (Y/N)	Creator (AUS/TOJ)	Header	Report Group
A2668	A - Revenue Test	N	AUS	A2668	frmadhoccustacct
A2603	A - Test Deposit	N	AUS	A2603	frmadhoccashbatcharch
A2620	A - Test Land Lot	N	AUS	A2513	frmadhoccustacct
R1222	A/R Owing BB	N	TOJ	Bruce Report	frmadhoccustacct
A2605	aaaa	N	AUS	A2605	frmadhoccustacct
A2619	ABC	N	AUS	A2513	frmadhoccustacct
A2663	Active Accounts	Y	AUS	Active Account	frmadhoccustacct
R1205	Amanda's Arrangements	N	TOJ	Amanda's Awesome Arrangement Report	frmadhoccustacct
R2593	Batch Summary by Customer and Transaction	Y	AUS	Batch Summary by Transaction and Date	frmadhoccashbatcharch
R1206	Arrangements BB	N	TOJ	Arrangements	frmadhoccustacct
A2700	Billed Accounts By Class-Test	Y	AUS	Billed Account By Class-Test	frmadhocbillbatcharch
A2564	FIN - Daily Payments - ACH	Y	AUS	Transaction Daily Summary	frmadhocgl
A2561	FIN - Daily Payments - Inovah	Y	AUS	Transaction Daily Summary	frmadhocgl
A2563	FIN - Daily Payments - IVR	Y	AUS	Transaction Daily Summary	frmadhocgl
A2562	FIN - Daily Payments - Link	Y	AUS	Transaction Daily Summary	frmadhocgl
A2565	FIN - Daily Payments - Recurring Credit Card	Y	AUS	Transaction Daily Summary	frmadhocgl
R2504	TOJ - Payment Type Summary Report	Y	AUS	Batch Summary by Transaction and Date	frmadhoccashbatcharch

Report Name	Report Description	Report to be Used in V5 (Y/N)	Creator (AUS/TOJ)	Header	Report Group
R2615	TOJ - Accounts, Land Lot Size & ERCs	Y	AUS	A2513	frmadhoccustacct
R2584	TOJ - Billed Accounts By Class	Y	AUS	A2584	frmadhocbillbatcharch
R2695	TOJ - Billed Accounts By Class (NEW)	Y	AUS	Billed Account By Class	frmadhocbillbatcharch
R2612	TOJ - Billed Con and Rev Detail	Y	AUS	A2612	frmadhocbillbatcharch
R2613	TOJ - Billed Con and Rev Summary By Service	Y	AUS	A2612	frmadhocbillbatcharch
R2614	TOJ - Billed Con and Rev Summary By Tax Profile	Y	AUS	A2612	frmadhocbillbatcharch
R2579	TOJ - Billed Consumption and Revenue By Service	Y	AUS	A2579	frmadhocbillbatcharch
R2524	TOJ - Capacity Reservation By Subdivision	Y	AUS	A2513	frmadhoccustacct
R2513	TOJ - Capacity Reservation Report	Y	AUS	A2513	frmadhoccustacct
R1177	TOJ - Commercial Accounts For Sewer Company	Y	AUS	A1177	frmadhoccustacct
R2606	TOJ - Deposit By Account Type	Y	AUS	Single AR Detail	frmadhoccustacct
R1184	TOJ - Liened Account Detail Report	Y	AUS	A1184	frmadhoccustacct
A2567	TOJ - Meter Reading	Y	AUS	A2567	frmadhoccustacct
R1185	TOJ - Meter Set By Subdivision	Y	AUS	A1180	frmadhoccustacct
A2633	TOJ - Meter Size Count	Y	AUS	A1180	frmadhoccustacct
R1180	TOJ - Meter Size Count By Account Type	Y	AUS	A1180	frmadhoccustacct
R2508	TOJ - New Meter Set	Y	AUS	A2508	frmadhoccustacct
A2610	TOJ - Payment Type Details	Y	AUS	Batch Summary by Transaction and Date	frmadhoccashbatcharch
A2655	OJ Revenue Test pw 06.23	N	AUS	A2655	frmadhoccustacct
A2568	TOJ - Performance Measures	Y	AUS	A2568	frmadhoccontactmanagement
A2645	TOJ - Revenue Report Adjustments Only	Y	AUS	A2536	frmadhocbillbatcharch
R2590	TOJ - Revenue Report By Service	Y	AUS	A2536	frmadhocbillbatcharch
R2509	TOJ - Service Order Counts By Type	Y	AUS	A2509	frmadhoccustacct
R1187	TOJ - Solid Waste Count	Y	AUS	A1187	frmadhoccustacct
R2525	TOJ - Solid Waste Detail	Y	AUS	A1187	frmadhoccustacct
R1229	Service Order Completed - Jupiter	N	TOJ	Completed Service Orders	frmadhocserviceorder

Report Name	Report Description	Report to be Used in V5 (Y/N)	Creator (AUS/TOJ)	Header	Report Group
R1176	TOJ - Stormwater ERU Counts By Account Type	Y	AUS	A1176	frmadhoccustacct
R2607	TOJ - Tax Register	Y	AUS	A2536	frmadhocbillbatcharch
A2711	TOJ - Solid Waste Count-Copy	N	AUS	A1187	frmadhoccustacct
R2560	TOJ - Unbilled Accounts	Y	AUS	R2560	frmadhocbillbatcharch
R2728	ER Transactions	Y	TOJ	Customer Transaction	frmadhoccustacct
R2727	GL Element Cap Surch Int	Y	TOJ	GL Element Yearly Detail	frmadhocgl
R2519	TOJ - Transaction Type Detail Listing	Y	TOJ	Batch Summary by Transaction and Date	frmadhoccashbatcharch
R2736	TOJ Pay2	Y	TOJ	Batch Summary by Transaction and Date	frmadhoccashbatcharch
R2667	Town Interdepartmental	Y	TOJ	Batch Summary by Transaction and Date	frmadhoccashbatcharch
R2624	TOJ	Y	TOJ		frmadhoccustacct
R2673	Billed Con & Rev Commercial Only - JE	Y	TOJ	A2612	frmadhocbillbatcharch
R2733	TOJ - Consumption by Subdivision	Y	TOJ	A1177	frmadhoccustacct
R2656	JP - Consumption by Subdivision	Y	TOJ	A2612	frmadhocbillbatcharch
R2596	JP - Mass Account Listing	Y	TOJ	Town of Jupiter Utilites - Customer Meter Listing	frmadhoccustacct
R2609	JP - New Residents Listing	Y	TOJ	New Account Listing	frmadhoccustacct
R2661	JP - Zero Consumption	Y	TOJ	A2579	frmadhocbillbatcharch
R2595	JP Consumption by Subdivision	Y	TOJ	Subdivision Consumption	frmadhoccustacct
R2587	JP Deactivated Stormwater Dates	Y	TOJ	Stormwater Accounts with Deactivation Date	frmadhoccustacct
R2518	JP Deposit listing	Y	TOJ	A2512	frmadhoccustacct
R2712	JP-Solid Waste Detail	Y	TOJ	A1187	frmadhoccustacct

Report Name	Report Description	Report to be Used in V5 (Y/N)	Creator (AUS/TOJ)	Header	Report Group
R2517	TOJ - Municipal Consumption - Robin Test	N	AUS	Town of Jupiter Municipal Consumption	frmadhocbillbatcharch
R2726	LK - CRR	Y	TOJ	A2513	frmadhoccustacct
R2675	LK - Deposit Refund	Y	TOJ	Customer Accounts Eligible for Deposit Refund	frmadhoccustacct
R2723	LK - Meter Size Count By Account Type	Y	TOJ	A1180	frmadhoccustacct
R2682	LK - Meters w/Cycle	Y	TOJ	A1187	frmadhoccustacct
R2687	LK - Outstanding Balances	Y	TOJ	Finalled Accounts with Outstanding Balances	frmadhoccustacct
R2718	LK- New Meter Set	Y	TOJ	A2508	frmadhoccustacct
A2666	TOJ - Revenue test	N	AUS		frmadhocbillbatcharch
R2686	SB - Meters	Y	TOJ	R2686	frmadhoccustacct
R2730	TOJ - Residential Accounts for Sewer	Y	TOJ	A1177	frmadhoccustacct
R2572	Pending S/O	Y	TOJ		frmadhocserviceorder
R2515	Town of Jupiter Consumption - rm	Y	TOJ	Block Summary	frmadhocblocksumtable
R2744	Inquiry Report	Y	TOJ	Contact Log	frmadhoccontactmanagement
R2740	RS - Accounts by Equipment Number	Y	TOJ	R2740	frmadhoccustacct
R2749	RS - Consumption	Y	TOJ	Subdivision Consumption	frmadhoccustacct
R2743	RS - New Acct	Y	TOJ		frmadhoccustacct
A2670	TOJ Revenue BIF951	N	AUS		frmadhocbillbatcharch
A2671	TOJ Revenue BIF955	N	AUS		frmadhocbillbatcharch
R2741	RS - Simplified Contact Log Data	Y	TOJ	Contact Log	frmadhoccontactmanagement
R1220	AR owed DN	Y	TOJ	Dawn N Report	frmadhoccustacct
R2719	TS-Multiple AR	Y	TOJ	Multiple AR Summary Listing	frmadhoccustacct

Appendix 2 – Technical Specifications

Version/Build	Creation Date	Last Revised
V5 Build 1.67 & higher	July 10 th , 2020	May 27, 2024

The following specifications are the recommended hardware requirements provided to clients who have less than 150,000 billed accounts and are considering using CIS Infinity, along with our web services and/or add-on products. Virtualized environments are supported.

Database Server				
Processor	8 - 12 CPU / Cores @ 2 - 3GHz			
RAM	Database:	<100 GB	<200 GB	300 GB+
	Ram:	32GB	64GB	128GB
Disk Space				
CIS Infinity	Initial Size			
	200GB	Assumption of 5 years' worth of data and a Client database size of less than 100GB.		
		Alternatively, the following formula can be applied:		
		Disk Space = LDB + Factor		
		- LDB = (Legacy DB Size X (1+ ratio of # of years to be converted)) - Factor = (LDB x 1.3))		
			Note: As the CIS database size can vary due to factors such as the number of years, accounts, transaction history, business logic, etc., the Advanced Project Team will evaluate whether any adjustments are required to the hard drive size. This will be done with the Client at an initial stage of the project, if necessary.	
Application Server(s)				
Processor	12 - 16 CPU / Cores @ 2 - 3GHz			
RAM	80GB	Assumes maximum 200 concurrent CIS Users.		
Disk Space				
CIS Infinity Folders (Folders may vary based on use, retention period and types of files attached)	Standard Folders	Letters	Attachments	Process Log
	3 - 5GB	2GB	5GB	---
Monthly Growth (will vary based on use, retention period and types attached, per 150K accounts)	---	50MB	20MB	200MB (purge-able)
CIS Infinity Web Service	25MB			

Required Operating System & Programs for CIS Infinity (V5)

V5 Application Server(s)

- Windows Server 2016 R2 or higher; Windows Server 2022 is recommended,
- Microsoft Internet Information Service (IIS) 8.0 or higher; Windows IIS 10.0 is recommended.
- .NET 4.8 Framework installed.
- PowerShell 5.0 or higher, PowerShell 7 is recommended.
- Crystal Reports Runtime installer Version 13.0.24 (supplied).
- SQLite ODBC installer Version 0.9998 or higher (supplied).
- A File Transfer Tool to support large file transfers during data conversion, FileZilla or WinSCP, is suggested.

V5 Database Server

- Windows Server 2016 or higher running Microsoft SQL Server 2016 or higher, Windows Server 2022 running Microsoft SQL Server 2022 is recommended.
- or
- Windows Server 2016 or higher running Oracle 11g or higher; Windows Server 2022 running Oracle 21c or 23ai is recommended.
- or
- Unix/Linux (any supported version) running Oracle 11g or higher, Oracle 21c or 23ai is recommended.
 - A File Transfer Tool to support large file transfers during data conversion, FileZilla or WinSCP, is suggested.

V5 Web Server

- Windows Server 2016 R2 or higher running Windows IIS 8.0 or higher; Windows Server 2022 running Windows IIS 10 is recommended.
- Linux/Unix Hosts running Apache HTTP Server, nginx, or Node.js are also feasible, please contact you Project Team or Advanced Support to confirm your configuration.

V5 Client Workstation

- A vendor supported client operating system running a modern internet browser. On Windows, the most recent stable release of Microsoft Edge or Google Chrome is recommended. On macOS the most recent stable version of Google Chrome is recommended. Support for other configurations is feasible, please contact your Project Team, or Advanced Support to confirm your configuration.
- A minimum of 16 GB of RAM and a 10th Generation Core i5 or higher (or equivalent) is recommended for power users of CIS Infinity (e.g. those with multiple open tabs).
- Unsupported browsers (incomplete list)
 - Original Edge (non-chromium),
 - Internet Explorer (all),
 - Safari (Windows).

Network

- Widely accepted network infrastructure utilizing TCP/IP as its primary communication protocol.

Note: Advanced strongly recommends all infrastructure software utilized be under general maintenance from the vendor and patched to the level recommended by the vendor at all times.

Appendix 3 – Preliminary Project Schedule

SAMPLE ONLY

SOW SERVICES TOTAL			\$502,550																								
OVERALL DURATION IN MONTHS			12																								
TOWN'S FISCAL YEAR			01-Oct	Oct-24	Nov-24	Dec-24	Jan-25	Feb-25	Mar-25	Apr-25	May-25	Jun-25	Jul-25	Aug-25	Sep-25	Oct-25	Nov-25	Dec-25	Jan-26	Feb-26	Mar-26	Apr-26	May-26	Jun-26	Jul-26		
PHASE	%	AMOUNT	EXPENDITURE	Signature M1 M2 M3 M4 M5 M6 M7 M8 M9 M10 M11 M12 M13 M14 M16 M17 M18 M19 M20																							
Professional Services: CIS Infinity V5 Upgrade & MyMeter CSS						\$50,255.00																					
On signature of SOW	0	10%	\$50,255.00																								
On entry of "Project Initiation" - Subtask 3.1 of SOW	1	10%	\$50,255.00									\$50,255.00															
On exit of "Solution Overview Workshop" - Subtask 3.2 of SOW	2	5%	\$25,127.50										\$25,127.50														
On exit of "Other Discoveries" - Subtask 3.3 of SOW	3	5%	\$25,127.50											\$25,127.50													
On entry of "Data Integrity Check and Clean-up" - Subtask 3.4 of SOW	4	10%	\$50,255.00													\$50,255.00											
On entry of "CIS Infinity V5 Initial Upgrade Conversion, Data Validation and Testing" - Subtask 3.5 of SOW	5	10%	\$50,255.00														\$50,255.00										
On exit of "Customer Training" - Subtask 3.6 of SOW	6	5%	\$25,127.50															\$25,127.50									
On entry of "Reports Development" - Subtask 3.7 of SOW	7	10%	\$50,255.00																\$50,255.00								
On entry of "Interface Delivery" - Subtask 3.8 of SOW	8	10%	\$50,255.00																	\$50,255.00							
On entry of "Software Testing" - Subtask 3.9 of SOW	9	10%	\$50,255.00																		\$50,255.00						
On exit of "End-User Training" - Subtask 3.10 of SOW	10	5%	\$25,127.50																			\$50,255.00					
On exit of "Transition to Live" - Subtask 3.12 of SOW	12	5%	\$25,127.50																				\$25,127.50				
30 Days from entry to "Post Go Live" - Subtask 3.13 of SOW	15	5%	\$25,127.50																					\$25,127.50			
Milestone Total						\$50,255.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$50,255.00	\$25,127.50	\$25,127.50	\$50,255.00	\$50,255.00	\$25,127.50	\$50,255.00	\$50,255.00	\$0.00	\$50,255.00	\$0.00	\$50,255.00	\$25,127.50		
Milestone %						10%	0%	0%	0%	0%	0%	0%	10%	5%	5%	10%	10%	5%	10%	10%	0%	10%	0%	10%	5%		

The project is anticipated to span twelve (12) months, with the final project plan to be developed as a deliverable during Phase 1. The sample project plan below is provided for reference only and is subject to revision based on the outcomes of Phase 1. The project start date and payment milestone schedule are preliminary estimates and may be adjusted as needed.

Attachment B - MyMeter Utility License

This MyMeter Utility License Agreement ("Agreement") is a legal agreement between the utility customer ("Utility") who purchased the MyMeter software and related services from an authorized reseller, and Accelerated Innovations, LLC ("AI") regarding the provision of, license to, access to, and use of the MyMeter software and related services (the "Services"). In this Agreement, "we", "us" and "our" refer collectively to AI.

IMPORTANT:

THIS AGREEMENT DOES NOT ALTER THE RIGHTS OR OBLIGATIONS AS BETWEEN UTILITY AND THE RESELLER FROM WHICH UTILITY PURCHASED THE RIGHT TO ACCESS AND USE THE SERVICES ("RESELLER"), PURSUANT TO ANY WRITTEN AGREEMENT BETWEEN UTILITY AND RESELLER REGARDING THE SERVICES. THIS AGREEMENT INSTEAD SETS FORTH ADDITIONAL TERMS DIRECTLY BETWEEN UTILITY AND AI, AND UTILITY MAY OTHERWISE SEEK RIGHTS OR REMEDIES FROM RESELLER PURSUANT TO UTILITY'S AGREEMENTS WITH RESELLER.

UTILITY AGREES TO THE TERMS AND CONDITIONS OF THIS AGREEMENT UPON SIGNING A RESELLER AGREEMENT REGARDING THE SERVICES.

1. CERTAIN DEFINITIONS. In addition to other terms that are defined as set forth in this Agreement, the following terms shall have the following definitions:

1.1 "Device" means any Utility or Utility's User's computer, tablet, smartphone, or any other electronic device.

1.2 "Intellectual Property" means any and all of the following in any jurisdiction throughout the world and all rights in, arising out of, or associated therewith: (a) patents, utility models, and applications therefor, and all reissues, divisions, re-examinations, renewals, extensions, provisionals, continuations and continuations-in-part thereof, and equivalent or similar rights anywhere in the world in inventions and discoveries, including invention disclosures; (b) all trade secrets, inventions (whether or not patentable and whether or not reduced to practice), and other rights in know-how and confidential or proprietary information; (c) all mask works, works of authorship and copyrights, registrations and applications therefor, and all other rights corresponding thereto (including moral rights), throughout the world; (d) rights in software (including without limitation APIs, source code, object code, and mark-up language); (e) rights of publicity, personality, identification, or similar personal or group attributes; (f) trade names, logos, common law trademarks and service marks, trade dress, trademark and service mark registrations, and applications therefor and any goodwill associated therewith; and (g) any similar, corresponding, or equivalent rights to any of the foregoing and any other intellectual property or proprietary rights throughout the world.

1.3 “Modifications” means additional or modified functionality, updates, enhancements, security updates and patches, and upgrades to the Services or to remove or terminate the functionality of any Services in accordance with the termination provisions of this Agreement.

1.4 “Users” means each individual user of the Services.

2. LICENSE SUBJECT TO THIS AGREEMENT. Unless otherwise noted in this Agreement, and to the fullest extent allowed under any applicable laws, all terms and conditions of this Agreement apply to the license and Utility’s accessing and using of any and all Services and provision of the Services to its customer Users, as otherwise granted pursuant to a written agreement with Reseller. Furthermore, Utility’s license, access and use of any and all the Services and provision of the Services to its customer Users is contingent on the remittance of payment by the Reseller under the Reseller Agreement executed between AI and Reseller (“Reseller Agreement”). Utility’s license rights to the Services are subject to Utility’s compliance with this Agreement and are also expressly limited to the rights granted by Reseller to Utility, which are in turn are limited by the rights granted by AI to Reseller to resell to Utility a license to access and use the Services and to allow its customer Users to access and use the Services (hereinafter, those rights and licenses Reseller is authorized to resell to Utility being “Rightfully Granted Licenses”).

2.1 THIRD PARTY SOFTWARE. Utility acknowledges that AI may have incorporated into the Services Intellectual Property created by third parties (“Third Party Intellectual Property”), and Utility agrees that Utility’s right to use the Services containing Third Party Intellectual Property may be subject to the rights of third parties and limited by agreements with such third parties.

2.2 TITLE AND OWNERSHIP OF THE SERVICES. Title to and ownership of the Services and all copies thereof remain with AI and any other licensor(s) of the same, regardless of the form or media in or on which they may exist, and Utility agrees to protect all of AI’s ownership interests therein. Utility is granted no implied licenses to any other Intellectual Property rights other than pursuant to Rightfully Granted Licenses. Utility acknowledges that the Services contain trade secrets of AI, its suppliers, or licensors, including but not limited to, the specific internal design and structure of individual programs and associated interface information, databases and database structures, regulatory compilations, and other Content accessed within the Services. All rights not expressly granted in this Agreement or pursuant to Rightfully Granted Licenses are reserved by AI and its licensors.

3. RESTRICTIONS ON USE. Utility may use the Services only for purposes expressly permitted within the Services, pursuant to the terms of this Agreement, and pursuant to Rightfully Granted Licenses. As a condition of Utility’s use of AI’s Services, Utility warrants to AI that Utility will not use the Services for any purpose that is unlawful or prohibited by these terms, conditions, and notices. For example, Utility may not (and may not authorize any party to) do the following, except as allowed under Rightfully Granted Licenses: (i) co-brand the Services, (ii) frame the Services, without the express prior written permission of an authorized representative of AI, (iii)

transfer, assign or sublicense Utility's login information or right to use the Services to another person or entity and Utility acknowledges that any attempted transfer, assignment, sublicense or use shall be void; (iv) make error corrections to, or otherwise modify or adapt, the Services or create derivative works based upon the Services, or permit third parties to do the same; (v) reverse engineer or decompile, decrypt, disassemble or otherwise reduce the Services to human-readable form, except to the extent otherwise expressly permitted under applicable law notwithstanding this restriction; (vi) disclose, provide, or otherwise make available trade secrets contained within the Services in any form, to any third party without the prior written consent of AI; (vii) use AI's Intellectual Property to develop any software application or products and services similar to the Services; or (ix) perform, display, or otherwise access or use the Services for the benefit of others outside of the scope of the Rightfully Granted Licenses granted to Utility. For purposes of this Agreement, "co-branding" means to display a name, logo, trademark, or other means of attribution or identification of any party in such a manner as is reasonably likely to give a User the impression that such other party has the right to display, publish, or distribute the Services or any Content accessible within the Services. In addition, Utility may not use Services in any manner which could disable, overburden, damage, or impair the Services or interfere with any other party's use and enjoyment of the Services. Utility may not obtain or attempt to obtain any materials, Content, or information through any means not intentionally made available or provided through the Services. Utility may not use scrapers, bots, spiders, or other automated tools to collect or index the Content of the Services without our express permission.

4. MONITORING OF USE AND ADDITIONAL RESTRICTIONS. Utility acknowledges and agrees that AI reserves the right to remotely prevent access to and/or use of the Services, with or without notice to Utility, including without limitation in the event that (i) AI becomes aware, from Utility or otherwise, of unauthorized access or use of the Services by any third party using any user name, password, or other login credentials of Utility or its Users, or in the event of a security concern related to the Services, or (ii) Utility's violation of any term or condition of this Agreement. AI reserves the right, but does not have the obligation, to monitor use of Services to determine compliance with this Agreement. The types of information, such as Devices used to access the Services, may also be tracked by AI (such as via Internet Protocol address and other log information regarding the Device, its operating system, browser, and other information regarding the User) to identify the Device and locate where on the Internet that computer is located, as well as Utility's use of the Services. It is be Utility's responsibility to administer the use, distribution and security and of its and its Users' passwords. Utility shall immediately notify AI in the event that such passwords are compromised or being used by unauthorized users. AI may use and disclose Utility's and its Users' information, including without limitation Identity Content, in special instances when AI has reason to believe disclosing this information is necessary to investigate, identify, contact, or bring legal action against someone who may be causing injury to or interfering with AI's rights or property, other Service Users, or anyone else. AI may disclose information when subpoenaed, if ordered or otherwise required by a court of law, arbitrator, or other similar proceeding or the rules governing such a proceeding, for government investigations, with government agencies if required by law, to exercise, establish, or

defend AI's or Reseller's rights, to protect AI's vital interests or those of any other third party, and when AI otherwise believes in good faith that any applicable law requires it.

5. UTILITY RESPONSIBILITIES. The Services need to pull certain data from the Utility's systems in order to populate the databases used in the Services. This requires that the software data loader program be placed on the Utility's systems computer to pull data. The Utility shall be responsible for supplying and maintaining all computer hardware at its site. The computer hardware shall meet the following requirements: computer connected to the internet with at least a 15 MB internet bandwidth capacity, internal computer storage of 12 GB ram, and 150 GB disc space, and computer must be accessible by AI through secured internet connection. The Utility shall provide the data to AI in accordance with the file specifications to be provided to the Utility. The Utility is responsible for the content of any use or privacy policy to be included on the Utility's website. Said policy shall be made available to AI as a hyper link for inclusion on the web site for MyMeter. AI is not responsible for damages resulting from the web site privacy or use policy supplied by the Utility.

6. ADDITIONAL REPRESENTATIONS BY UTILITY. Utility represents and warrants that (a) Utility is the owner or authorized user of any information or content of any type provided by Utility in conjunction with the Services; and (b) Utility shall use the Services only for lawful purposes and will comply at all times with all applicable federal, state, and local laws and regulations applicable to the use of the same.

7. PROPRIETARY INFORMATION. The material and content accessible through the Services including without limitation all Intellectual Property in or related thereto, whether software (whether in object code, source code, or mark-up language form), photos or other images, video, audio, text, or otherwise (the "Content"), whether provided by AI or its licensors, is the proprietary information of AI or the party that provided or licensed the Content to AI, whereby such providing party retains all right, title, and interest in the Content. Accordingly, the Content may not be copied, distributed, republished, uploaded, posted, or transmitted in any way outside of the normal functionality of the Services without the prior written consent of AI. Modification or use of the Content except as expressly provided in this Agreement violates AI's Intellectual Property rights or the rights of its licensors. Neither title nor Intellectual Property rights to Content are transferred to Utility by access to the Services.

8. PROPRIETARY NOTICES. Utility agrees to maintain and reproduce all copyright, patent, trademark and other proprietary notices on all copies, in any form, of the Services and its Content, in the same form and manner that such copyright and other proprietary notices are included on the Services, whether they are AI notices or those of third parties including without limitation any other User.

9. UTILITY DATA OWNERSHIP. As between AI and Utility, "Identity Content" given to AI by Utility under this Agreement shall at all times remain the property of Utility and shall be Utility Confidential Information under Section 10 below. AI shall have no rights in the Identity Content other than the limited right to use such for the

purposes of providing the Services or those expressly set forth in this Agreement. For the purposes of this Agreement, "Identity Content" shall mean any and all data received from the Utility that is identifiable as data from that Utility or data identifiable to a specific individual person.

10. CONFIDENTIAL INFORMATION. The Services, including, but not limited to, source and object code, logic and structure, database structure, and any and all copies of the foregoing, regardless of the form or media in or on which any of them may exist (all together, the "AI Confidential Information") constitute valuable trade secrets, are the Intellectual Property and confidential information of AI and any other of their licensor(s), and are protected by copyright and Intellectual Property laws, international treaty provisions, and applicable laws of the country in which such AI Confidential Information is being used. AI Confidential Information additionally includes non-public information disclosed by AI if it is clearly and conspicuously marked as "confidential" or with a similar designation at time of disclosure or non-public information disclosed by AI if, by its nature, would generally be considered by AI to be confidential. Utility's confidential information is any passwords used in connection with the Software and information that Utility specifically designates as confidential. Neither AI Confidential Information nor Utility Confidential Information shall include information which: (i) is or becomes public knowledge through no fault of receiving party; (ii) was in receiving party's possession before receipt from the disclosing party; (iii) is rightfully received by receiving party from a third party without any duty of confidentiality; (iv) is disclosed to a third party by the disclosing party without a duty of confidentiality on the third party; (v) is independently developed by the receiving party; or (vi) is disclosed with the prior written approval the disclosing party. Each party may only disclose the other party's confidential information to those individuals who are participating in the performance of this Agreement and who need to know such confidential information for purposes of receiving and/or using such confidential information in a way expressly permitted by this Agreement, and neither party may use the confidential information of the other party for any purpose except as authorized under this Agreement. AI Confidential Information nor Utility Confidential Information may be disclosed in response to a valid court order or other legal process only to the extent required by such order or process and only after the party making such response has given the other party written notice, if legally allowed, of such court order or other legal process promptly and the opportunity for that other party to seek a protective order or confidential treatment of such confidential information, at that other party's expense, with reasonable cooperation by the responding party. Each party shall retain all ownership of its confidential information including without limitation all Intellectual Property rights in that confidential information. Subject to the licenses granted in this Agreement, Utility agrees, both during the term of the Agreement and after the termination of the Agreement to hold AI Confidential Information in confidence and to protect the disclosed AI Confidential Information by using the same degree of care to prevent the unauthorized use, dissemination or publication of the AI Confidential Information as Utility uses to protect Utility's own confidential information of a like nature, but in no event with less than reasonable care. Utility shall be responsible and liable under the terms of this Agreement for any violation of the confidentiality requirements of this Section

committed by Utility's employees, agents, representatives, or independent contractors.

11. MAINTENANCE AND UPGRADES. Any Modifications provided to Utility shall be subject to the rights and obligations, including without limitation the applicable license terms and license restrictions, set forth in and referenced by this Agreement.

12. TERMINATION. The licenses granted by AI under this Agreement may be terminated in accordance with the terms of the Reseller Agreement or any written agreement between Utility and Reseller regarding the Services. The licenses granted by AI under this Agreement immediately terminate upon any breach by Utility of this Agreement. Upon termination of a license from AI under this Agreement for any reason, Utility shall immediately cease using the Confidential Information of AI, and Utility shall (i) cease accessing and using the Services, and any access or use of the Services by Utility's Users, subject to the terminated license, (ii) return AI's Confidential Information to Reseller or destroy it, at Reseller's election, and (iii) at AI's request, provide AI and Reseller with certification from a principal officer of Utility's organization that Utility has complied in full with the requirements of this Section. The provisions of this Agreement shall survive any termination of this Agreement, or any license rights granted to Utility by AI except for those provisions granting from AI to Utility any license or rights in relation to the Services.

13. FEEDBACK. Utility may provide feedback to AI with respect to the Services. Notwithstanding any provision of the Agreement to the contrary, AI may use such feedback for any purpose without obligation of any kind. To the extent a license is required to make use of such feedback, Utility hereby grants to AI an irrevocable, non-exclusive, perpetual, royalty-free, transferrable license, with right to sublicense through multiple levels, to such feedback in connection with AI's business (and the business of its parent, subsidiary, sister, and otherwise affiliated businesses), including without limitation for the enhancement of the Services. Utility represents and warrants that (i) Utility owns or otherwise controls all of the rights in and to the feedback and can grant the license set forth in this Agreement, (ii) Utility has no obligations under law or contract, such as an employment or independent contractor agreement, that would interfere with the rights granted by Utility under this Agreement or would be interfered with by Utility's grant of such rights, and (iii) the feedback Utility supplies is accurate, not misleading, and otherwise in accordance with the terms of this Agreement, and such feedback does not infringe or misappropriate the Intellectual Property of any third party.

14. DISCLAIMER. AI does not assume any responsibility or risk for Utility's use of the Internet. The Content is not necessarily complete and up-to-date and should not be used to replace any written reports, statements, or notices provided by AI or any third party.

ANY WARRANTIES REGARDING THE SERVICES ARE BETWEEN UTILITY AND THE RESELLER, AND NONE ARE GRANTED DIRECTLY TO UTILITY BY AI.

UTILITY'S AND ITS USERS' USE OF THE SERVICES IS AT UTILITY'S AND THOSE USERS' OWN RISK. THE SERVICES AND ITS CONTENT ARE PROVIDED "AS IS" AND WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESSED OR IMPLIED, FROM AI. AI DISCLAIMS ALL WARRANTIES, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, OR NON-INFRINGEMENT IN RELATION TO THE SERVICES AND THE CONTENT. AI DOES NOT WARRANT THAT THE FUNCTIONS OR CONTENT CONTAINED IN THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT THE SERVICES OR THE SERVER THAT MAKES THEM AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. AI DOES NOT WARRANT OR MAKE ANY REPRESENTATION REGARDING USE, OR THE RESULT OF USE, OF THE SERVICES OR CONTENT IN TERMS OF ACCURACY, RELIABILITY, OR OTHERWISE. THE CONTENT MAY INCLUDE TECHNICAL INACCURACIES OR TYPOGRAPHICAL ERRORS, AND AI MAY MAKE CHANGES OR IMPROVEMENTS AT ANY TIME. SOME STATES MAY NOT ALLOW THE DISCLAIMER OF IMPLIED WARRANTIES OR TO SELL A CONSUMER PRODUCT "AS-IS," SO THIS EXCLUSION MAY NOT APPLY TO UTILITY.

15. LIMITATION ON LIABILITY. TO THE FULLEST EXTENT ALLOWED BY LAW AI AND ITS RESPECTIVE SUBSIDIARIES, AFFILIATES, LICENSORS, SERVICE PROVIDERS, CONTENT PROVIDERS, EMPLOYEES, AGENTS, OWNERS, SHAREHOLDERS, MEMBERS, OFFICERS, AND DIRECTORS, BUT EXCLUDING RESELLER WHOSE LIABILITY SHALL INSTEAD BE GOVERNED BY UTILITY'S AGREEMENT WITH THE RESELLER, WILL NOT BE LIABLE FOR ANY DIRECT, INCIDENTAL, INDIRECT, PUNITIVE, ACTUAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR OTHER DAMAGES, INCLUDING LOSS OF REVENUE, INCOME, PRODUCTION, USE, BUSINESS, OR PROFIT, OR LOSS OF DATA OR DIMINUTION IN VALUE, OR SIMILAR DAMAGES, EVEN IF AI HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL THE COLLECTIVE LIABILITY OF AI AND ITS RESPECTIVE SUBSIDIARIES, AFFILIATES, LICENSORS, SERVICE PROVIDERS, CONTENT PROVIDERS, EMPLOYEES, AGENTS, OWNERS, SHAREHOLDERS, MEMBERS, OFFICERS, AND DIRECTORS TO ANY PARTY (REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, OR OTHERWISE) EXCEED THE GREATER OF \$100 OR THE MINIMUM AMOUNT ALLOWED BY LAW. UTILITY EXPRESSLY UNDERSTANDS AND AGREES THAT ALL OF UTILITY'S RIGHTS AND REMEDIES RELATED TO OR ARISING OUT OF THE SERVICES ARE STRICTLY AND SOLELY BETWEEN UTILITY AND RESELLER. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR CERTAIN TYPES OF DAMAGES. AS A RESULT, THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO UTILITY.

16. INDEMNITY. Utility will, to the fullest extent permitted by law, and excluding any claim to the extent due to the gross negligence or intentional acts of AI, indemnify, defend, and hold AI and its respective subsidiaries, affiliates, licensors, content providers, service providers, employees, agents, owners, shareholders, members, officers, directors, and contractors (the "Indemnified Parties") harmless from: (1) any breach of this Agreement by Utility, including without limitation any use of Services and its Content other than as expressly authorized in this Agreement; (2) any claims brought by third parties arising out of Utility's or its Users' use of the Services, including without limitation any Content or information accessed from the Services;

(3) personal injury, wrongful death or damage to tangible personal property caused by the products and/or services promoted, sold or distributed by Utility; (4) defective products promoted, sold or distributed by Utility; or (5) representations or claims made about products or services promoted, sold or distributed by Utility. Utility agrees that the Indemnified Parties will have no liability in connection with any of the above, and Utility agrees to indemnify against any and all resulting loss, damages, judgments, awards, costs, expenses, and attorneys' fees (collectively "Losses") of the Indemnified Parties in connection therewith.

17. TRADEMARKS AND COPYRIGHTS. Trademarks, service marks, logos, and copyrighted works appearing in the Services are the property of AI or the party that provided the trademarks, services marks, logos, and copyrighted works to AI. AI and any party that provided trademarks, service marks, logos, and copyrighted works to AI retain all rights with respect to any of their respective trademarks, service marks, logos, and copyrighted works appearing in the Services. Utility agrees that AI may identify Utility as a client and for such purpose use Utility's name and logo in connection with referencing AI clients in any publication, web site or press release.

18. MISCELLANEOUS. This Agreement, and all claims or causes of action (whether in contract, tort or statute) that may be based upon, arise out of or relate to this Agreement, or the negotiation, execution or performance of this Agreement (including any claim or cause of action based upon, arising out of or related to any representation or warranty made in or in connection with this Agreement or as an inducement to enter into this Agreement), and Utility's use of the Services (collectively a "Dispute"), shall be governed by, and enforced in accordance with, the internal laws of the State of Florida, including its statutes of limitation and excluding its conflicts of law rules. Utility's use of the Services may also be subject to other local, state, national, or international laws. Any legal suit, action, or proceeding arising out of or related to this Agreement or the licenses granted hereunder will be instituted exclusively in the federal courts of the United States or the courts of the State of Florida in each case located in the city of Jupiter and Palm Beach County, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding.

Notwithstanding the foregoing, in lieu of or addition to any other remedies available to AI, AI may seek injunctive or other relief in any state, federal, or national court of competent jurisdiction for (i) any actual or alleged infringement of AI's or any third party's intellectual property or proprietary rights; or (ii) any breach of the confidentiality provisions in this agreement. Utility hereby irrevocably consents to the exclusive jurisdiction and venue of the state and federal courts of the State of Florida with respect to any such injunctive or other relief. Utility further acknowledges that AI's rights in its intellectual property and confidential information are of a special, unique, extraordinary character, giving those rights peculiar value, the unauthorized use, disclosure, or loss of which cannot be readily estimated and may not be adequately compensated for in monetary damages.

If any part of this Agreement is unlawful, void, or unenforceable, that part will be deemed severable, shall be modified by a court of competent jurisdiction or arbitrator

to reflect to the maximum extent possible the original intention of the parties as dictated by the original wording, and will not affect the validity and enforceability of any remaining provisions.

This Agreement shall be legally binding upon and inure to the benefit of AI and Utility, and our respective successors and permitted assigns.

If there is any waiver of a breach or failure to enforce any of the provisions contained herein, it shall not be deemed as a future waiver of said terms or a waiver of any other provision of this Agreement.

No amendment to or modification of this Agreement is effective unless it is in writing and signed by an authorized representative of each party.

Utility agrees that no joint venture, partnership, employment, or agency relationship exists between Utility and AI as a result of this agreement or use of AI's Services.

The section headings appearing in this Agreement are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or extent of such section or in any way affect such section.

This Agreement constitutes the entire agreement among the parties relating to this subject matter and supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written between Utility and AI with respect to the Services.

Notwithstanding the foregoing, any additional terms and conditions within the Services will govern the items to which they pertain.

Town of Jupiter, FL

Per:_____

Name: Jim Kuretski

Title: Mayor

Date:

Attest:

Name: Laura E. Cahill

Title: Town Clerk

Date:

Accelerated Innovations, LLC

Per:_____

Name:

Title:

Date:

Attest:

Name:

Title:

Date:

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By:

Name: Thomas J. Baird

Title: Town Attorney

Date:

**AMENDMENT NO. 1
to the
Support and Maintenance Agreement**

THIS AMENDMENT NO. 1 to the January 7, 2014 Support and Maintenance Agreement ("Support Agreement") by and between the Town of Jupiter, Florida (hereinafter "Town"), and N. Harris Computer Corporation, on behalf of its division, Advanced Utility Systems (hereinafter "Harris"), is entered into on the date of the last signatory noted below (the "Effective Date"). Town and Harris are each individually referred to herein as a "Party" and collectively as the "Parties".

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, Town and Harris entered into a contract for support and maintenance of the Harris Software pursuant to the Software Agreement; and

WHEREAS, Town and Harris desire to enter into Amendment No. 1 to the Support Agreement expanding the support and maintenance services for the software and sublicensed software as provided in the Hosting Services Agreement appended hereto as Attachment "A"; and

WHEREAS, Town opts to purchase certain hosting services from Harris and Harris agrees to provide such hosting services to Town, for the Software and Sublicensed Software, on the terms and conditions of the Hosting Services Agreement; and

WHEREAS, other than the services outlined and appended as Attachment "A", all other provisions of the Support Agreement shall remain the same; and

AMENDMENTS

NOW, THEREFORE, in consideration of the mutual covenants set out herein, the Parties agree to amend the Agreement as follows:

1. Attachment "A", appended hereto, is added to the scope of support and maintenance services to be provided by Harris to the Town, pursuant to the terms set forth therein. This hosting service agreement is hereby added as additional services to be included in the Support and Maintenance Agreement and hereby approved by the Town.

2. The support and maintenance services identified in Attachment "A" hereto include support and maintenance for software and sublicensed software including Accelerated Innovation's MyMeter customer self-serve.
3. Except as otherwise expressly set forth herein, the terms and conditions of the Agreement remain unchanged. To the extent any terms or provisions of the Agreement conflict with this Amendment No. 1, the terms and provisions herein shall govern.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 1 to the Support and Maintenance Services Agreement of January 7, 2014, their duly authorized representatives as of the date of the last signatory hereinbelow.

N. HARRIS COMPUTER CORPORATION

By: _____

Printed Name: _____

Title: _____

Date: _____

TOWN OF JUPITER, FLORIDA

By: _____
Jim Kuretski, Mayor

Date: _____

ATTEST:

By: _____
Laura E. Cahill, Town Clerk

(TOWN SEAL)

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

By: _____
Thomas J. Baird, Town Attorney

Attachment A – Hosting Services Agreement

THIS **HOSTING SERVICES AGREEMENT** (“Attachment “A” or “the Hosting Services Agreement”) made as of the ____ day of _____, _____ (the “Effective Date”).

BETWEEN: N. HARRIS COMPUTER CORPORATION (“Harris”)

- and -

The Town of Jupiter, Florida (“Organization”)

WHEREAS, the Organization has acquired a license to utilize the Software and Sublicensed Software and to obtain certain related Professional Services, as well as Support and Maintenance Services for the Software and Sublicensed Software (as those terms are defined in the Software License and Services Agreement and Support and Maintenance Agreement between the parties, to which this Attachment “A” is attached (the “Agreement”)), from Harris pursuant to the Agreement; and

WHEREAS, the Organization has opted to purchase certain hosting services from Harris, and Harris has agreed to provide such hosting services for the Software and Sublicensed Software on the terms and conditions set forth in this Hosting Services Agreement;

NOW, THEREFORE, in consideration of the mutual covenants set forth in this Hosting Services Agreement, and for other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged), the parties agree as follows:

ARTICLE I: INTERPRETATION

Section 1.1 Definitions

Any capitalized terms not otherwise defined in this Section 1.1 shall have the meaning ascribed to them in the Agreement.

- 1.1.1 **“Confidential Information”** means all information or material that is confidential in nature or that either party treats as confidential and any information relating to third parties that a party has an obligation to treat as confidential, which is disclosed by or obtained by a party in connection with this Agreement, whether such information is in oral, written, graphic, or electronic form, and which: is (A) marked "Confidential," "Restricted," or "Proprietary Information" or other similar marking, (B) known by the parties to be considered confidential or proprietary, or (C) which should be known or understood to be confidential or proprietary by an individual exercising reasonable commercial judgment in the circumstances. Confidential Information does not include information to the extent that such information: (i) is or becomes generally known to the public by any means other than a breach of the obligations of a receiving party hereunder; (ii) was previously known to the receiving party as evidenced by its written records; (iii) is rightly

received by the receiving party from a third party who is not under an obligation of confidentiality; or (iv) is independently developed by the receiving party without reference to or use of the other party's Confidential Information which such independent development can be establish by evidence that would be acceptable to a court of competent jurisdiction. Confidential Information of Harris shall include, without limitation, the Hosting Services, and any information with respect to the Hosting Services that Harris or its third-party service provider may provide to Organization from time to time, including without limitation, the terms and conditions of this Hosting Services Agreement and all information disclosed by Harris relating to its facilities, computer systems and product. Confidential Information does not include any Data. Harris acknowledges that F.S. 119 applies to its performance under this agreement and will materially conform to the requirements of the same.

- 1.1.2 **"MyMeter Customer Self-Serve Portal"** or **"MyMeter CSS"** means the Accelerated Innovation's MyMeter customer self-serve portal software that forms part of the Software solution and which can be configured by the User authorized by the Organization to perform administrative level functions to allow customers of Organization access via the internet to check account details and log requests for service.
- 1.1.3 **"Customer Engagement Portal Terms"** means the terms and conditions for the Customer Engagement Portal software to be entered into between Organization and its customers as set out at www.jupiter.fl.us containing terms and conditions that are at least as protective of Harris, and its service provider and their rights in and to the MyMeter CSS Software and the Hosting Services as the terms and conditions of this Hosting Services Agreement and which must contain the Hosted Portal Minimum Terms.
- 1.1.4 **"Data"** means all data, including without limitation all text, sound, video, or image files, and software, that are provided by or on behalf of Organization to Harris or its service provider and all other content transmitted, posted, received or created through Organization's or its customers' use of the Hosting Services, the Software or the Sublicensed Software. Data does not include System Data and Professional Services Data.
- 1.1.5 **"DPA"** shall have the meaning set out in this Hosting Services Agreement.
- 1.1.6 **"Data Protection Requirements"** means the GDPR, Local EU/EEA Data Protection Laws, and any applicable laws, regulations, and other legal requirements relating to (a) privacy and data security; and (b) the use, collection, retention, storage, security, disclosure, transfer, disposal, and other processing of any Personal Information.
- 1.1.7 **"Data Storage Fees"** means the fees associated with the storage of Data by Harris on behalf of the Organization as set out in Appendix "C" to this Hosting Services Agreement.
- 1.1.8 **"Data Export Limit"** means the amount of Data that may be exported or downloaded by Organization from the Hosting Services as specified in Appendix "C" to this Hosting Services Agreement.
- 1.1.9 **"Data Storage Limit"** means the amount of Data storage purchased by Organization as specified in Appendix "C" to this Hosting Services Agreement.

- 1.1.10 **“Data Export Fees”** means the fees associated with the export or download of Data from Harris by Organization as set out Appendix “C” to this Hosting Services Agreement.
- 1.1.11 **“Fees”** means the Annual Subscription Fees, Professional Services Fees, Data Storage Fees, Data Export Fees, and all other fees as set out in Appendix “C” to this Hosting Services Agreement or the SOW.
- 1.1.12 **“GDPR”** means Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation).
- 1.1.13 **“Hosted Portal Minimum Terms”** means the following Sections of the Agreement: Sections 1.1.7, 2.3, 2.4, the terms of Section 5.3 as modified to remove the words “except for the express limited warranties set out in Section 5.1”, Section 8.1, and the following Sections of this Hosting Services Agreement: 2.3, 2.4.1, 2.4.2, 3.2.2., 3.5.2, the terms of Section 5.2 as modified to remove the words “except for the express limited warranties set out in Section 5.1”, Section 7.1, and the following language; “TO THE GREATEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL HARRIS, ITS LICENSORS, SERVICE PROVIDERS, AFFILIATES AND EACH OF THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES AND SHAREHOLDERS BE LIABLE FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, INCIDENTAL, EXEMPLARY, PUNITIVE OR SPECIAL DAMAGES WHATSOEVER (INCLUDING FOR LOSS OF REVENUE, LOST OR DAMAGED DATA OR OTHER ECONOMIC LOSS) ARISING OUT OF OR IN CONNECTION WITH THE USE OR INABILITY TO USE THE SOFTWARE, WHETHER IN CONTRACT OR IN TORT (INCLUDING FUNDAMENTAL BREACH OR NEGLIGENCE) OR UNDER ANY OTHER LEGAL THEORY, EVEN IF IT HAS BEEN ADVISED OF THE LIKELIHOOD OF THE LOSS OR DAMAGE OR SUCH LOSS OR DAMAGE IS FORSEEABLE AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY”.
- 1.1.14 **“Hosting Services”** each means the web-based service(s) to be provided by or on behalf of Harris under this Hosting Services Agreement that includes hosting, monitoring, operating and maintaining the Software and Sublicensed Software at a site owned or controlled by Harris’s service providers and the delivery of exclusive access via the Internet to Organization to use the Software and if applicable the Sublicensed Software granted to Organization pursuant to Section 2 hereof. The Hosting Services shall also include storing all data entered and maintained by Users through use of the Hosting Services subject to the Data Storage Limit and Data Export Limit.
- 1.1.15 **“Local EU/EEA Data Protection Laws”** means any subordinate legislation and regulation implementing the GDPR.
- 1.1.16 **“License”** means the license rights granted to the Organization pursuant to the terms of the Agreement.
- 1.1.17 **“Maximum Accounts”** means the maximum number of accounts for which Organization is authorized to use the Software as specified in the associated Statement of Work, with an account being identified as a discrete address.

- 1.1.18 **“Maximum Meters”** means the maximum number of meters with which Organization is authorized to use the Software as specified in the associated Statement of Work.
- 1.1.19 **“Named Users”** means those specific individuals who have been specifically named in a written document approved by Harris, such approval not to be unreasonably withheld, as such document may be amended from time to time upon prior written approval of Harris
- 1.1.20 **“Personal Information”** means any information relating to an identified or identifiable natural person. An identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.
- 1.1.21 **“Product Terms”** shall have the meaning set out in the associated Statement of Work and its Attachments.
- 1.1.22 **“Professional Service(s)”** means those implementation, training, consulting, data conversion and professional service(s) provided by the Harris Professional Services team as further described as Services in Section 1 of this Hosting Services Agreement.
- 1.1.23 **“Professional Services Data”** means all data, including all text, sound, video, image files or software, that are provided to Microsoft, by or on behalf of Organization (or that Organization authorizes Harris to obtain from the Services and which Harris provides to Microsoft or that Organization authorizes Microsoft to obtain from the Services) or otherwise obtained or processed by or on behalf of Microsoft through an engagement with Harris or Organization to obtain Professional Services. Professional Services Data includes Support Data.
- 1.1.24 **“Professional Services Fees”** means the Professional Service(s) fees set out in a Statement of Work to be paid by Organization for the Professional Services.
- 1.1.25 **“Statement of Work”** or **“SOW”** means a Statement of Work executed by authorized representatives of each of the parties that is either attached to the Agreement or which references this Hosting Services Agreement.
- 1.1.26 **“Support Data”** means all data, including all text, sound, video, image files, or software, that are provided to Microsoft by or on behalf of Organization (or that Organization authorizes Harris to obtain from the Hosting Services and which Harris provides to Microsoft or that Organization authorizes Microsoft to obtain from the Hosting Services)) through the provision of any support services for the Hosting Services. Personal Information provided to Microsoft by, or on behalf of, Organization in connection with the provision of technical support is also Support Data. Support Data is a subset of Professional Services Data.
- 1.1.27 **“System Data”** means data generated by the Software or the system used to provide the Hosting Services including without limitation system logs,

performance data, and other technical data related to the operation of the Software and/or Hosting Services.

- 1.1.28 **“Third Party Components”** means any third party telecommunications, energy/utility transportation, managed facilities and/or software applications and services that Harris or its service providers has licensed or purchased and provided access to or otherwise made available to Organization as part of the Hosting Services, as well as any Third Party Components that is required to be obtained by Organization directly from the applicable third party vendor in accordance with this Hosting Services Agreement. Third Party Components includes but is not limited to Microsoft Azure® (unless and until otherwise indicated by Harris in accordance with the terms of this Hosting Services Agreement).
- 1.1.29 **“User”** means any employee of Organization or any of Organization’s agents who are authorized by Organization in writing to access and use the Hosting Services.

Section 1.2 Currency

All references to currency in this Hosting Services Agreement and the related Schedules, Attachments, and Appendices refer to U.S. Dollars.

Section 1.3 Appendices

The Appendices described below and appended to this Hosting Services Agreement shall be deemed to be integral parts of this Hosting Services Agreement and are incorporated herein by reference:

- Appendix “A” – Third Party Components Terms and Conditions
- Appendix “B” – Services Availability and Support Services
- Appendix “C” – Fees, Data Storage Limit, Data Export Limit
- Appendix “D” – Data and Security Standards

Section 1.4 Interpretation

Notwithstanding anything contained in the Agreement, in the event of a conflict or inconsistency between the terms of the Agreement (including any other Schedule, Attachment, or Appendix to the Agreement or any SOW) and the terms of this Hosting Services Agreement, the terms and conditions of this Hosting Services Agreement shall govern and control.

ARTICLE II: SOFTWARE LICENSES

Section 2.1 Grant of Licenses

- 2.1.1 **General License.** The parties agree that execution of the Statement of Work which shall detail Harris’ installation and implementation services for the Software and Sublicensed Software is a condition precedent to the effectiveness of this Hosting Services Agreement and that the Statement of

Work shall be entered into no later than contemporaneously with the execution of this Hosting Services Agreement. Subject to the terms and conditions of this Hosting Services Agreement, including without limitation, payment by Organization of all Fees, Harris hereby grants to Organization a personal, non-exclusive, non-transferable limited right during the Hosting Services Term (a) to allow (i) the Users to access and use the Hosting Services up to the Maximum Meters in the case of the Software; (ii) the maximum number of Concurrent Users to access and use the Hosting Services up to the Maximum Accounts in the case of the Software; and (iii) the maximum number of Named Users specified in the associated Statement of Work to access and use the Hosting Services up to the Maximum Accounts in the case of the Software; each on an annual subscription basis and in accordance with the Documentation solely for Organization's internal business purposes; (b) to allow customers of Organization to access and use Hosting Services for the limited purpose of using the Software subject to the Software Terms; and (c) to use, copy and modify the Documentation solely for the purpose of creating and using internal training materials relating to the Hosting Services.

- 2.1.2 As between Harris and Organization, Harris reserves all rights, title and interest in and to the Software and Sublicensed Software not expressly granted herein and the License specifically excludes all such reserved rights, title and interest.

Section 2.2 Term of Hosting Services Agreement

This Hosting Services Agreement commences on the Effective Date and shall continue for a period of one (1) year (the "**Initial Term**"). After the Initial Term, this Hosting Services Agreement shall be automatically renewed for successive one (1) year periods (each a "**Renewal Term**") subject to annual price adjustments outlined within the associated Statement of Work and any modifications to the terms and conditions of this Hosting Services Agreement made by Harris upon written notice to Organization to reflect Harris's then current version of this Hosting Services Agreement unless either party provides written notice to the other party of its intention not to renew within one hundred and twenty (120) days of the end of the then current term. The Initial Term and Renewal Term(s) shall collectively be referred to as the "**Hosting Services Term**".

Section 2.3 Restrictions on Use

- 2.3.1 Organization shall not, and will not allow, direct or authorize (directly or indirectly) any third party to: (i) use the Software or Sublicensed Software for any purpose other than in connection with Organization's primary business or operations; (ii) use the Hosting Services in any way prohibited by law, governmental order or decree or to violate the rights of others; (iii) disassemble, decompile, reverse engineer, defeat license encryption mechanisms, or translate any part of the Software, Sublicensed Software or Hosting Services, or otherwise attempt to reconstruct or discover the source code of the Software, Sublicensed Software or Hosting Services, or attempt to otherwise convert or alter

the Software, Sublicensed Software or Hosting Services into human readable code, except and only to the extent that applicable law expressly permits, despite this limitation; (iv) modify or create derivative works of the Software or Sublicensed Software; (v) give away, rent, lease, lend, or otherwise sell, re-sell, distribute or transfer the license rights granted under this Hosting Services Agreement or otherwise use the Hosting Services except as expressly permitted by this Hosting Services Agreement without the prior written consent of Harris; (vi) use the Hosting Services to mine cryptocurrency without Harris' prior written approval, or to spam or distribute malware; or (vii) take any actions that would cause the Software, Sublicensed Software or Hosting Services to become subject to any open source or quasi-open source license agreement. Organization shall be wholly liable to Harris for any misuse of the Hosting Services. No third party, other than (a) duly authorized agents or employees of Organization; and (b) customers of Organization accessing and using the Software; authorized pursuant to Article 2 hereunder, shall have access to or use of the Hosting Services.

- 2.3.2 The Software, Sublicensed Software and related materials supplied by Harris are protected by copyright, trade secret, trademark, and other intellectual property laws. The Software and Sublicensed Software may not be resold or licensed by Organization. Any rights not expressly granted herein are reserved. Organization may not obscure, remove or otherwise alter any copyright, trademark or other proprietary notices from the Software, Sublicensed Software and related materials supplied by Harris.
- 2.3.3 Organization may not modify, translate, adapt, alter, or create derivative works of the Documentation; however, Organization may duplicate Documentation, at no additional charge, for Organization's internal use so long as all required proprietary markings are retained on all duplicated copies.
- 2.3.4 Organization shall not copy, frame or mirror any part or content of the Hosting Services, other than copying or framing on Organization's own intranets or otherwise for Organization's own internal business purposes. Organization shall not access the Hosting Services in order to (i) build a competitive product or service; (ii) copy any features, functionality or graphics of the Software or Sublicensed Software; or (iii) knowingly allow access to any competitor of Harris.
- 2.3.5 Organization shall not transmit, upload, post, display, distribute, store or otherwise publish, through use of the Hosting Services, any content, data, material or information that: (i) contains a software virus, Trojan horse, worm, time bombs, cancelbots or other harmful or deleterious computer code, files, programs or content that may damage, adversely affect any hardware or software, or that intercepts or misappropriates any system, program, data or information; (ii) is threatening, defamatory, libelous, harassing, abusive, profane, is an invasion of privacy, offensive, obscene, harmful or otherwise objectionable (including without limitation content that constitutes child pornography, relates to bestiality, or depicts non-consensual sex acts);

(iii) infringes, misappropriates or otherwise violates any patent, copyright, trademark, trade secret or other intellectual property, proprietary right or other rights of any third party; (iv) violates any law, statute, ordinance or regulation, or that may be harmful to Harris or its service provider's operations or reputation (and shall not perform any activities that are illegal, fraudulent or may result in any of the foregoing); or (v) includes unsolicited bulk e-mails, or other messages, promotions, advertisements or solicitations ("spam") and Organization shall not alter or obscure mail headers or assume a sender's identity without the sender's explicit permission.

- 2.3.6 Organization shall not interfere with, attempt to gain unauthorized access to, work around any technical limitations in the Hosting Services that allow Organization to use it in certain ways, or disrupt or violate the security or integrity of any service, device, computer, communication system, software application, network, account, data, the Hosting Services or networks connected to the system used to provide the Hosting Services or use the Hosting Services in any way that would provide harm to it or impair anyone else's use of it, and Organization may not download or otherwise remove copies of software or source code from the Hosting Services except as explicitly authorized. Examples include, without limitation, attempting to probe scan, or test the vulnerability of a system or breach any security or authentication measures used by a system, monitoring of data or traffic on a system without permission, falsification of origin, forging TCP-IP packet headers, e-mail headers, or any part of message describing its origin or route (use of aliases and anonymous remailers are not prohibited by this provision). Additional prohibited activities include:
- i. Monitoring or Crawling. Monitoring or crawling of a system that impairs or disrupts the system being monitored or crawled.
 - ii. Denial of Service (DoS). Inundating a target with communications requests so the target either cannot respond to legitimate traffic or responds so slowly that it becomes ineffective.
 - iii. Intentional Interference. Interfering with the proper functioning of any system, including any deliberate attempt to overload a system by mail bombing, news bombing, broadcast attacks, or flooding techniques.
 - iv. Operation of Certain Network Services. Operating network services like open proxies, open mail relays, or open recursive domain name servers.
 - v. Avoiding System Restrictions. Using manual or electronic means to avoid any use limitations placed on a system, such as access and storage restrictions.
- 2.3.7 Organization shall not use the Hosting Services in any situation where failure of the Hosting Services could lead to death or serious bodily injury to any person, or to severe physical or environmental damage.
- 2.3.8 Organization shall not provide the results of using the Hosting Services for the purposes of monitoring its availability, performance, functionality, benchmarking or competitive analysis to any third party.

- 2.3.9 Organization will not access the Hosting Services in a way intended to avoid incurring fees or exceeding usage limits or quotas, including but not limited to the Data Storage Limit.
- 2.3.10 Organization shall not assist or encourage anyone to do any of the above.
- 2.3.11 Storage and retention of Data shall be for the time periods set forth in the associated Statement of Work (or as otherwise mutually agreed).
- 2.3.12 The storage and retention of Data is subject to the Data Storage Limit based on the amount of Data Storage Fees paid for by Organization.
- 2.3.13 The export and download of Data is subject to the Data Export Limit based on the amount of Data Export Fees paid for by Organization.

Section 2.4 Ownership of Software and Data and Related Terms and Conditions

- 2.4.1 **By Harris.** Harris, its service providers and licensors are and shall at all times remain the owner of all copyright, trademarks, trade secrets, patents and any other intellectual property rights in and to the System Data, Hosting Services, Software, Sublicensed Software and related documentation, materials, logos, names and other support materials provided pursuant to the terms of this Hosting Services Agreement. Organization shall acquire no right whatsoever to all or any part of the Hosting Services, Software, Sublicensed Software or underlying software except the limited right to access and use the Hosting Services in accordance with the terms of this Hosting Services Agreement and Harris, its service providers and its licensors reserve all rights not expressly granted to Organization. Organization must fully reproduce any copyright or other notice marked on any part of the documentation or other materials on all authorized copies and must not alter or remove any such copyright or other notice. Organization hereby grants to Harris a royalty-free, worldwide, irrevocable, perpetual license to use and incorporate into the Hosting Services, Software, Sublicensed Software and underlying software any suggestions, ideas, enhancement requests, recommendations or other feedback provided by Organization relating to the operation of the Hosting Services, Sublicensed Software or Software ("**Feedback**"). Organization warrants that i) it will not provide Feedback that is subject to a license requiring Harris or Microsoft to license anything to third parties because Harris or Microsoft exercises any of the above rights in Organization's Feedback; and 2) it owns or otherwise controls all of the rights to such Feedback and that no such Feedback is subject to any third-party rights (including any personality or publicity rights).
- 2.4.2 **Organization Data.** As between Harris and Organization, Data will remain the sole and exclusive property of Organization. Organization is solely responsible for ensuring the accuracy, quality, integrity, reliability, appropriateness and right to view and use the Data. Subject to the terms and conditions of this Hosting Services Agreement, Organization grants to Harris, its service providers (as applicable) and licensors a world-wide, non-exclusive, royalty-free license to access, use and otherwise process the Data and Professional Services Data for the purpose of performing the Hosting Services, and Professional Services respectively, and for Microsoft's legitimate business

operations as detailed and limited in the DPA. Except as specified in this Hosting Services Agreement, Harris may not access the Data or Professional Services Data for any other purpose without the express written consent of Organization. Access to Data by any outside party shall only be in accordance with the terms of this Agreement, the DPA or where required by law. Organization agrees that this Hosting Services Agreement (including the DPA and Product Terms) along with the Documentation and Organization's use and configuration of features in the Hosting Services, are Organization's complete and final documented instructions to Harris and Microsoft for the processing of Personal Information. Organization agrees that this Hosting Services Agreement (including the DPA and Product Terms) along with any statement of work agreed between the parties, are Organization's complete and final documented instructions to Harris and Microsoft for the processing of Personal Information contained with the Data and Professional Services Data. Any additional or alternate instructions must be agreed to according to the process for amending this Hosting Services Agreement set out hereinafter or the Statement of Work.

- 2.4.3 Organization grants to Harris a world-wide, non-exclusive, royalty-free license to aggregate or compile any and all Data with the customer data of other customers using the Hosting Services so long as such aggregation or compilation omits any data that would enable the identification of Organization, its clients or any individual, company or organization ("**Aggregated Data**"). Harris shall have a worldwide, perpetual, royalty-free license to use, modify, distribute and create derivative works based on such Aggregated Data, including all reports, statistics or analyses created or derived therefrom. Additionally, Organization grants Harris the right to access Data to provide feedback to Organization concerning its use of the Hosting Services. Organization likewise authorizes Harris to disclose the fact that Organization is a customer of Harris and uses the Hosting Services.
- 2.4.4 In addition to any other restrictions on Harris' use of the Data, both parties agree that the Data may be subject to privacy laws providing for the owners of the Data to review such Data or to challenge the collection and storage of the Data. Organization shall indemnify and reimburse Harris in relation to all reasonable fees and other disbursements paid by Harris to comply with such requests, whether by an individual or a government body, or to challenge such requests at either Harris' or Organization's request. Organization represents and warrants to Harris that as of the Effective Date no individual, government body or third party has requested a review of the Data or challenged the collection and storage of the Data to be stored in the Software or Sublicensed Software.
- 2.4.5 **Data and Privacy Policy of Organization.**

Organization represents and warrants to Harris that:

- i. Data, Professional Services Data, and Personal Information, that is either provided to or acquired by Harris and/or its service providers from Organization is owned exclusively by Organization and that the Organization has full right and title to provide the Data, Professional Services Data and Personal Information to Harris and its service providers;
- ii. Data, Professional Services Data and Personal Information, that is either provided to or acquired by Harris is subject to a privacy policy in effect as of the Effective Date and Organization's Organizations or other third party owners of the Data or Personal Information have provided to Organization their written consent for its collection, use and storage by Harris and its third-party service providers in accordance with this Hosting Services Agreement and in any jurisdiction in North America;
- iii. Organization complies with all applicable privacy legislation as of the Effective Date in the performance of its obligations hereunder in respect of any Data, Professional Services Data and Personal Information collected, used, transferred, created or disclosed pursuant to this Hosting Services Agreement; and
- iv. Organization will not provide Harris or its service providers with data or Personal Information of any kind for which Harris or its service providers either have no need or do not have the right to collect, use and store under the terms of this Hosting Services Agreement.

2.4.6 **Data Location.** As of the Effective Date, Harris's third party service provider of the Hosting Services is Microsoft® and Harris uses Microsoft's Azure® online services to host the Software and if applicable, the Sublicensed Software. To the extent permitted by applicable law and except as described in the Product Terms and the DPA, Data, Professional Services Data and Personal Information that Microsoft processes on Organization and Harris's behalf may be transferred to, and stored and processed, in the United States or any other country in which Microsoft or its service providers maintain facilities. Organization appoints Harris and Microsoft to perform any such transfer of Data and Personal Information to any such country and to store and process Data and Personal Information to provide the Hosting Services. Harris shall use commercially reasonable efforts to work with Microsoft personnel to configure the Hosting Services to store Data on Virtual Machines using Locally-Redundant Storage (LRS).

2.4.7 **Access to Data; Subcontracting.** Subject to Section 3.6, at all times during the Hosting Services Term, Organization will have the ability to request a copy of, and/or delete Data stored in the Hosting Services. Harris' service provider may engage third parties to provide certain services on its behalf and Organization consents to the engagement of such third parties as subprocessors, which shall constitute Organization's prior written consent to the subcontracting by Harris and its service provider of the processing of Data, Professional Services

Data and Personal Information if such consent is required under the GDPR or other applicable law.

Section 2.5 Ownership and Disposition of Documents

- 2.5.1 The parties agree that no materials or documents are being created for Organization by Harris under this Hosting Services Agreement. All materials and documents which were developed or prepared by Harris for general use and which are not the copyright of any other party or publicly available, including educational materials, remain the sole property of Harris.
- 2.5.2 Where the Organization requests custom materials or documents, the parties shall enter into a separate written agreement which shall include a duly executed statement of work and provisions for the license or ownership of said custom materials.

Section 2.6 Third Party Components

- 2.6.1 Organization acknowledges that in order to provide the Hosting Services Harris may be required to purchase access to Third Party Components. Organization agrees to comply with and be bound by the additional terms and conditions applicable to Third Party Components set out in Appendix "A" to this Hosting Services Agreement. Organization further acknowledges that the availability of such Third-Party Components is based solely on the best information available to Harris and its service providers as of the Effective Date including third party representations and government regulations and is subject to change during the Hosting Services Term with little or no advance notice. If any necessary Third Party Components are determined by Harris to be unavailable as a result of changes to any third party availability, governmental regulations or other condition or circumstance outside of Harris's control, then (a) Harris shall not be in breach hereof or otherwise liable for any failure or inability to provide the Hosting Services as a result of such unavailability of any Third Party Components; and (b) Harris may in its sole discretion modify, change or replace the applicable Third Party Components and otherwise attempt to mitigate the impact of the such unavailability of Third Party Components, subject to the right of Organization to terminate set out in Section 7.2.5. If any of the terms and conditions of Harris's agreement with its third-party service provider or any other provider or licensor of Third Party Components are modified by such provider, Harris may modify the terms and conditions of this Hosting Services Agreement effective immediately upon written notice to Organization, subject to the right of Organization to terminate set out in Section 8.2.5.
- 2.6.2 Harris currently uses specific service provider(s) identified in Section 2.4.6 or on SOW's that act(s) both as a hosting facility and provides additional third-party software support to Harris. Without limiting Harris' rights set out in Section 2.6.1, Organization acknowledges that Harris may change the third-party service provider(s) at any time with notice to the Organization. The Organization further acknowledges that the third-party service provider may require that the Organization agree to certain additional terms in order for Harris to allow Organization and its Users to have access to the Software and, if

applicable, Sublicensed Software on the third-party provider's hosting platform. Harris may, from time to time, alter the hosting facility service provider by providing notice to the Organization. Where a different third-party provider provides such services then alternate policies and terms will apply to Organization's use of the Hosting Services which terms the Organization will need agree with as a condition precedent of using the Hosting Services from a time provided by Harris to the Organization. Lastly, if the Organization requires information related to the third-party provider's capabilities, accreditations, and other information regarding a third-party provider, the Organization must request such information directly from Harris. Harris will make diligent efforts to request that the third party provider provide such information for the Organization but ultimately, Harris is not obligated to provide any such information to the Organization either (i) where the third party provider refuses to provide the information to Harris or (ii) where the Organization refuses to agree to terms that the third party provider has requested from the Organization prior to providing the information either directly or indirectly through Harris (such terms, for example, an NDA).

- 2.6.3. Organization agrees that it shall not seek legal action directly against a third-party provider without the prior written notice provided to Harris in respect of an issue related to the Hosting Services.

ARTICLE III: HOSTING SERVICES

Section 3.1 Performance by Harris - Hosting Services

- 3.1.1 Harris shall provide all facilities, equipment, and software required to make the Hosting Services available. Harris shall have the right to manage all resources used in providing the Hosting Services, as Harris deems appropriate.
- 3.1.2 Harris shall use commercially reasonable efforts to make the Hosting Services available to Users twenty-four (24) hours per day, seven (7) days per week; subject to the terms further defined in Appendix "B" and as outlined in any relevant SOW. Any Harris liability to Organization, in the unlikely event that the Hosting Services becomes unavailable in violation of Appendix "B", is set forth in Appendix "B". Credits are issued in accordance with the terms of Appendix "B" otherwise all rights to any credits shall be deemed waived.
- 3.1.3 Harris reserves the right to have additional User acceptance criteria that may be applied to Users and Organization customers who use the Software prior to their ability to have access to the Hosting Services. Harris shall inform Organization of such criteria, but Harris shall be free to implement such criteria at any time without prior written warning to the Organization and/or to Users or Organization's customers. Where Users or Organization's customers do not accept such and/or agree to such criteria, Harris reserves its rights to not grant to such Users and/or Organization's customers access to the Hosting Services. Harris reserves its rights to restrict access to the Hosting Services to Users and/or Organization's customers for any violation of any additional terms and conditions to which such Users accept/agree to access the Hosting Services.

- 3.1.4 Harris shall provide installation, configuration, system administration and maintenance of the facilities and equipment and software required to operate and ensure availability of the Software and if applicable, Sublicensed Software. Organization, not Harris, shall be responsible for creating and maintaining all User and Organization's customer account information and for performing all other application-level system administration functions that are available within the Software and Sublicensed Software.

Section 3.2 Organization Responsibilities

- 3.2.1 **Users.** Organization is responsible for: (i) the actions of Users using the Hosting Services in accordance with this Hosting Services Agreement and the actions of Organization's customers who use the Hosting Services as part of such customer's use of the Software; (ii) ensuring that Users and Organization's customers who use the Software agree to any further terms and conditions as may be provided by Harris from time to time for Users (and Organization's customers); and (iii) informing Harris of any information about Users' and Organization's customers' actions that may affect either the Hosting Services or third party data contained in or used by the Hosting Services, or Harris's ability to provide the Hosting Services as contemplated by this Hosting Services Agreement.
- 3.2.2 **Compliance with Laws.** The Hosting Services are subject to U.S. export jurisdiction. Organization represents and warrants to Harris that it and its Users and customers will at all times be in compliance with all applicable local, state, provincial, federal and international laws, rules and regulations including, but not limited to, those laws regarding restrictions on exports (including the International Traffic in Arms Regulations, the U.S. Export Administration Regulations end-user, end use and destination restrictions by Canadian, U.S. and other governments related to the Harris and its service providers' products, services and technologies), biometric data, defamation, libel, harm to reputation, privacy, security, data protection, misuse or failure to protect personal information, violation of secrecy, confidentiality (including confidentiality of communications), unfair competition, Data Protection Requirements and other situations which could generate liability. Organization is responsible for determining whether the Hosting Services are appropriate for storage and processing of information subject to any specific law or regulation and for using the Hosting Services in a manner consistent with Organization's regulatory and legal obligations, including without limitation, Organization is responsible for obtaining any necessary license or other authorization to export, re-export, or transfer the Hosting Services. Organization represents that it and its Users, and customers using the Software are not named on a U.S. government exclusion list, and Organization further warrants that it shall immediately discontinue use of the Hosting Services if Organization or any User using the Hosting Services becomes placed on any such list and shall immediately discontinue any use of the Hosting Services by any customer of Organization that becomes placed on such list. Organization is responsible for responding to any request from a

third party regarding Organization's use of the Hosting Services, such as a request to take down content under the U.S. Digital Millennium Copyright Act or other applicable laws.

- 3.2.3 **Organization Equipment.** Organization agrees that it shall be responsible, at its sole expense, for providing all Internet access, including but not limited to obtaining, installing and maintaining all equipment, hardware, network, Internet or direct telecommunications connections and software applications (e.g. web browser) at Organization's facilities required for Users to access and use the Hosting Services and shall notify Organization's customers of such requirements in order to use the Software. Harris shall not be responsible for the operation of any Internet, network or other communication services. Organization further acknowledges that access to and the operation of the Hosting Services requires Organization's and Users' hardware to be of sufficient quality, condition and repair, and Organization agrees to and/or to ensure that Users' and Organization's customers who wish to use the Software maintain their applicable hardware in the appropriate quality, condition and repair at its sole cost and expense.
- 3.2.4 **Passwords.** Organization agrees to comply with all Harris security policies and procedures as provided to it and amended from time to time. Organization and its Users and customers shall be responsible for keeping any and all passwords, user ID's, log-in credentials and private keys assigned to its Users and customers secret and confidential. User ID's, passwords, login-in credentials and private keys are for Organization's internal use only and Organization may not sell, transfer or sublicense them to any other entity or person except that Organization may disclose its private key to its agents performing work on its behalf. Organization agrees that it is and shall remain solely and completely liable for any communications or other uses that are made using Organization's or its Users' or customers' passwords and user ID's or log-in credentials and private keys, as well as any obligation that may result from such use. Organization agrees to notify Harris in writing if it believes that a password has been stolen or might otherwise be misused. Organization agrees to notify Harris immediately of any unauthorized use of any password or user ID or any other breach of security suspected by Organization.

Section 3.3 Data Security Provisions

- 3.3.1 **Data Security.** Organization acknowledges and agrees that use of or connection to the Internet is inherently insecure and provides opportunity for unauthorized access by a third party to Organization's, its Users' and its customers' (as well as Harris' and its service providers') computer systems, networks and any and all information stored therein. Organization is solely responsible for making an independent determination as to whether the technical and organizational measures for the Hosting Services meet Organization's requirements, including any and all of its security obligations under applicable Data Protection Requirements. Organization acknowledges

and agrees that (taking into account the state of the art, the costs of implementation, and the nature, scope, context and purposes of the processing of its Personal Information as well as the risks to individuals) the security practices and policies implemented by Harris and its service providers provide a level of security appropriate to the risk with respect to its Personal Information. Organization is responsible for implementing and maintaining privacy protections and security measures for components that Organization provides or controls, including without limitation, A) application level privacy and security settings within the Software and Sublicensed Software, and B) ensuring that (i) Organization's computer systems are secure and protected from unwanted interference (such as "hackers" and viruses), (ii) all transmissions are screened for viruses or other harmful code prior to transmission to Harris's servers; and (iii) Data is encrypted. Some content or Data may be subject to governmental regulations or may require security measures beyond those specified by Harris for an offering as set out in Appendix "A" and Appendix "D". Organization will not input or provide such content or Data unless Harris has first agreed in writing to implement additional required security measures. Details regarding Harris' service provider's security measure and practices are available at the links set out in Appendix "A" to this Hosting Services Agreement.

- 3.3.2 HARRIS AND ITS SERVICE PROVIDER DO NOT GUARANTEE THE PRIVACY, SECURITY, AUTHENTICITY, AND NON-CORRUPTION OF ANY INFORMATION TRANSMITTED OR STORED IN ANY SYSTEM CONNECTED TO THE INTERNET. HARRIS AND ITS SERVICE PROVIDER SHALL NOT BE RESPONSIBLE FOR ANY ADVERSE CONSEQUENCES WHATSOEVER OF ORGANIZATION'S OR ITS USERS' OR CUSTOMERS' CONNECTION TO OR USE OF THE INTERNET, AND HARRIS SHALL NOT BE RESPONSIBLE FOR ANY USE BY ORGANIZATION OR ANY USER OF ORGANIZATION'S INTERNET CONNECTION (OR ANY USE BY ANY OF ORGANIZATION'S CUSTOMERS OF ITS INTERNET CONNECTION) IN VIOLATION OF ANY LAW, RULE OR REGULATION. FURTHER, HARRIS DISCLAIMS ALL LIABILITY AND INDEMNIFICATION OBLIGATIONS FOR ANY HARM OR DAMAGES CAUSED BY ANY THIRD-PARTY SERVICE PROVIDERS.

Section 3.4 Suspension of Access and Use Rights of Hosting Services

- 3.4.1 In addition to its termination rights under Section 7.2, Harris may immediately suspend, restrict or limit Organization's access to all or any portion of the Hosting Services if Harris determines:
- i. That Organization's or any of its Users' or customers has engaged in or is likely to engage in (whether knowingly or unknowingly) any prohibited conduct described herein and such conduct:
 - (a) poses a security risk to the Hosting Service or any third party,
 - (b) poses any risk of any kind or nature to Harris' or its service provider's business or other customers;
 - (c) could adversely impact Harris' or its service provider's systems, network, the Hosting Services or the systems or data of any other customer,

- (d) could subject Harris, its service provider or their respective affiliates or any third party to liability, or (iv) could be fraudulent;
- ii. Organization or any User or Organization customer is in breach of this Hosting Services Agreement or the Agreement;
- iii. Organization is in breach of its payment obligations for the Annual Subscription Fees; or
- iv. Organization has ceased to operate in the ordinary course, made an assignment for the benefit of creditors or similar disposition of Organization's assets, or becomes the subject of any bankruptcy, reorganization, liquidation, dissolution or similar proceeding.

Harris will use reasonable efforts to notify Organization of any suspension, restriction or limitation to Organization's access to the Hosting Services before suspension, restriction or limitation to access commences unless Harris believes that an immediate suspension is required and will restore Organization's access to the Service after Harris has had reasonable assurance that such conduct has been permanently discontinued. In addition to and without limiting the foregoing, Harris reserves the right to refuse to post or to remove in whole or in part any information or materials provided or submitted by or on behalf of Organization or any customer of Organization in connection with its use of the Hosting Services that Harris determines, in its reasonable discretion, are either in violation of this Hosting Services Agreement or pose any risk of any kind or nature to Harris or its service provider's network, business or other customers. In the event that Harris suspends Organization's right to access or use all or any portion of the Hosting Services, Organization remains responsible for all Fees incurred during the period of suspension and will not be entitled to any service credits (under Appendix "A" to this Hosting Services Agreement or otherwise) for any period of suspension.

ARTICLE IV: SUPPORT FOR HOSTING SERVICES

Section 4.1 Delivery of Support for Hosting Services

- 4.1.1 Method of Delivery. Harris shall provide software support via telephone and electronic transmission, with site visits only when necessary. The support services will be provided during the hours of operation as described in Appendix "B" or any relevant SOW, effective on the date support services fees are due, as detailed in the SOW. Such services may be modified at Harris' sole discretion.
- 4.1.2 Title to and ownership of all proprietary rights in the Releases and all related proprietary information supplied by Harris in providing the Support Services and Hosting Services shall at all times remain with Harris, and Organization shall acquire no proprietary rights thereto.

ARTICLE V: REPRESENTATIONS AND WARRANTIES

Section 5.1 Warranty of Performance

5.1.1 Hosting Services Warranty. During the Hosting Services Term, Harris warrants to Organization that when used in accordance with this Appendix "C" the Hosting Services will be performed during the Hosting Services Term substantially in accordance with the published user guides for the Hosting Services posted by Harris' service provider, as such user guides may be updated by said provider from time to time. Advanced and its service providers' sole obligation and Organization's sole remedy in the event the Hosting Services do not conform to the foregoing limited warranty is for Advanced to use commercially reasonable efforts to correct such non-conformance and all rights and remedies as provided under 8.1 of the Agreement.

Section 5.2 No Other Warranties

TO THE GREATEST EXTENT PERMITTED BY LAW, EXCEPT FOR THE EXPRESS LIMITED WARRANTIES SET OUT IN SECTION 5.1, THE HOSTING SERVICES, THE SOFTWARE, THE SUBLICENSSED SOFTWARE, THE PROFESSIONAL SERVICES, THE SUPPORT SERVICES AND ANY OTHER PRODUCTS, MATERIALS AND SERVICES ARE PROVIDED TO THE ORGANIZATION AND ITS USERS AND CUSTOMERS "AS IS" AND THERE ARE NO WARRANTIES, REPRESENTATIONS OR CONDITIONS, EXPRESSED OR IMPLIED, WRITTEN OR ORAL, ARISING BY STATUTE, OPERATION OF LAW, COURSE OF DEALING, USAGE OF TRADE OR OTHERWISE, REGARDING THEM OR ANY OTHER PRODUCT, SERVICE OR MATERIAL PROVIDED HEREUNDER OR IN CONNECTION HERewith.

HARRIS, ITS SERVICE PROVIDERS, LICENSORS AND SUPPLIERS DISCLAIM ANY IMPLIED WARRANTIES OR CONDITIONS REGARDING THE SOFTWARE, THE SUBLICENSSED SOFTWARE, THE HOSTING SERVICES, THE PROFESSIONAL SERVICES, AND ANY OTHER PRODUCTS, SERVICES AND MATERIALS PROVIDED HEREUNDER OR IN CONNECTION HERewith, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABLE QUALITY, MERCHANTABILITY, DURABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT.

HARRIS DOES NOT REPRESENT OR WARRANT THAT THE SOFTWARE OR SUBLICENSSED SOFTWARE SHALL OPERATE ERROR FREE OR IN THE COMBINATIONS SELECTED, THAT IT SHALL MEET ANY OR ALL OF THE ORGANIZATION'S OR ITS CUSTOMERS' PARTICULAR REQUIREMENTS, OR THAT ALL ERRORS OR DEFECTS IN THE SOFTWARE AND SUBLICENSSED SOFTWARE CAN BE FOUND OR CORRECTED. HARRIS AND ITS SERVICE PROVIDERS AND LICENSORS DO NOT REPRESENT OR WARRANT THAT THE HOSTING SERVICES SHALL OPERATE ERROR FREE OR UNINTERRUPTED, SHALL MEET ANY OR ALL OF ORGANIZATION'S OR ITS CUSTOMERS' PARTICULAR REQUIREMENTS, THAT ALL ERRORS OR DEFECTS IN THE HOSTING SERVICES CAN BE FOUND OR CORRECTED.

WITHOUT LIMITING THE FOREGOING, HARRIS AND ITS SERVICE PROVIDERS AND LICENSORS DO NOT MAKE ANY REPRESENTATIONS OR WARRANTIES WHATSOEVER WITH REGARD TO PRODUCTS OR SERVICES FROM THIRD PARTIES (INCLUDING WITHOUT LIMITATION THE THIRD-PARTY COMPONENTS, THE

HARDWARE, THIRD PARTY TELECOMMUNICATIONS PROVIDERS, THE OPERATION OF THE INTERNET, NETWORK OR OTHER COMMUNICATION SERVICES) AND ASSUMES NO RESPONSIBILITY OR LIABILITY WITH RESPECT TO THE FOREGOING OR THE APPROPRIATENESS OF ORGANIZATION DATA MANAGEMENT SYSTEM OR THE ACCURACY OF DATA CONTAINED IN SUCH SYSTEM. HARRIS AND ITS SERVICE PROVIDER DO NOT GUARANTEE THE PRIVACY, SECURITY, AUTHENTICITY, AND NON-CORRUPTION OF ANY INFORMATION TRANSMITTED OR STORED IN ANY SYSTEM CONNECTED TO THE INTERNET.

NO AGREEMENTS VARYING OR EXTENDING ANY EXPRESS WARRANTIES SET FORTH IN THIS HOSTING SERVICES AGREEMENT SHALL BE BINDING ON EITHER PARTY UNLESS IN WRITING AND SIGNED BY AN AUTHORIZED SIGNING OFFICER OF HARRIS.

ARTICLE VI: REMEDIES, LIABILITY AND INDEMNITY

Section 6.1 Remedies and Liability

- 6.1.1 Except as otherwise provided in this Hosting Services Agreement, termination of this Hosting Services Agreement shall not affect any right of action of either party arising from anything which was done or not done prior to termination.
- 6.1.2 The Organization and Harris recognize that circumstances may arise entitling the Organization to damages for breach or other fault on the part of Harris arising from this Hosting Services Agreement. The parties agree that in all such circumstances the Organization's remedies and Harris' and its service providers' liabilities will be limited as set forth below and that these provisions will survive notwithstanding the termination or other discharge of the obligations of the parties under this Hosting Services Agreement.
- (i) TO THE GREATEST EXTENT PERMITTED BY APPLICABLE LAW, BOTH PARTIES AGREE THAT HARRIS' AND ITS SERVICE PROVIDERS' ENTIRE LIABILITY (UNDER CONTRACT OR IN TORT INCLUDING FUNDAMENTAL BREACH, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE), IF ANY, FOR ANY DAMAGES RELATING TO OR ARISING UNDER THIS HOSTING SERVICES AGREEMENT SHALL NOT EXCEED IN THE AGGREGATE THE FEES PAID TO HARRIS BY THE ORGANIZATION UNDER THIS HOSTING SERVICES AGREEMENT IN THE TWELVE (12) MONTH PERIOD PRIOR TO THE TIME THAT THE CLAIM AROSE.
 - (ii) IN ADDITION TO THE FOREGOING, HARRIS AND ITS SERVICE PROVIDERS SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, PUNITIVE, OR SPECIAL DAMAGES WHATSOEVER, INCLUDING BUT NOT LIMITED TO LOST REVENUE OR LOSS OF PROFITS, LOSS OF BUSINESS, LOST OR DAMAGED DATA, FAILURE TO REALIZE EXPECTED SAVINGS, OR COST OF SUBSTITUTE GOODS OR SERVICES ARISING OUT OF OR IN CONNECTION WITH THIS HOSTING SERVICES AGREEMENT, EVEN IF ORGANIZATION HAS BEEN ADVISED OF THE LIKELIHOOD OF THE OCCURRENCE OF SUCH LOSS OR DAMAGES AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

- (iii) CLAUSES (i) AND (ii) SHALL APPLY IN RESPECT OF ANY CLAIM, DEMAND OR ACTION BY A PARTY IRRESPECTIVE OF THE NATURE OF THE CAUSE OF ACTION UNDERLYING SUCH CLAIM, DEMAND OR ACTION, WHETHER IN CONTRACT OR IN TORT, INCLUDING, BUT NOT LIMITED TO, FUNDAMENTAL BREACH, RESCISSION OF CONTRACT, OR NEGLIGENCE.

Section 6.2 Intent

The parties hereby confirm that the waivers and disclaimers of liability, releases from liability, limitations and apportionments of liability, and exclusive remedy provisions expressed throughout this Hosting Services Agreement shall apply even in the event of default, negligence (in whole or in part), strict liability or breach of contract of the person released or whose liability is waived, disclaimed, limited, apportioned or fixed by such remedy provision, and shall extend to such person's affiliates and to its shareholders, directors, officers, employees and affiliates.

Section 6.3 Indemnification.

- 6.3.1** Organization is solely responsible for its Data, its use, and its Users' and customers' use, of the Hosting Services in any way, and all legal liability arising out of or relating thereto. Organization shall defend, indemnify and hold Harris and its third party service providers, and each of their respective affiliates, officers, directors, employees and agents (the "Indemnities") harmless from and against any and all losses, costs, damages and expenses (including reasonable attorney's fees) that the Indemnities may suffer in connection with any demands, claims, actions, suits or proceedings arising out of or in connection with (i) the use of the Hosting Services including but not limited to any Third Party Components by Organization, its customers or its Users; (ii) any breach by Organization, its customers, or its Users of this Hosting Services Agreement; and (iii) Organization's Data and Professional Services Data, including but not limited to any third party claims that the inclusion, use, reference, incorporation of or linking to any third party materials or the Organization's Data and/or Professional Services Data violates such third party's copyright and/or other intellectual property, privacy or other rights, or that such use is illegal.
- 6.3.2** Harris shall indemnify and hold harmless Organization, its successors and assigns together with its elected and appointed officials, directors, employees, agents and those for whom it is in law responsible, from and against any and all liabilities, damages, costs, expenses, causes of action, claims, suits, proceedings and judgments that it may incur or suffer or be put to by reason of or in connection with or arising directly from any material breach or non-performance by Harris of any obligation contained in this Agreement to be observed or performed by Harris, or any negligence of Harris or its agents or employees which relates to the Hosting Agreement or any of its attachments, howsoever arising.

ARTICLE VII: GENERAL

Section 7.1 Confidentiality

7.1.1 The parties agree to keep confidential any and all Confidential Information with respect to the other party which it has received or may in the future receive in connection with this Hosting Services Agreement and shall only disclose such Confidential Information of the other party (i) to its agents, service providers, employees or representatives who have a need to know such information ("**Representatives**"), for the purpose of performance under this Hosting Services Agreement and exercising the rights granted under this Hosting Services Agreement, and who are bound by non-disclosure obligations at least as protective of the other party's Confidential Information as this Hosting Services Agreement, or (ii) to the extent required by applicable law or during the course of or in connection with any litigation, arbitration or other proceeding based upon or in connection with the subject matter of this Hosting Services Agreement, provided that the receiving party shall give the disclosing party reasonable notice prior to such disclosure and shall comply with any applicable protective order or equivalent. The parties each agree to hold the other party's Confidential Information in confidence and to take all reasonable steps, which shall be no less than those steps it takes to protect its own confidential and proprietary information, to protect the Confidential Information of the other party. Each party remains responsible for the use of Confidential Information by its Representatives and, in the event of discovery of any unauthorized use or disclosure, the party with knowledge of the disclosure must promptly notify the other party of the disclosure. A party may disclose the other's Confidential Information if required by law, but only after it notifies the other party (if legally permissible) to enable the other party to seek a protective order.

Section 7.2 Termination

- 7.2.1 If either party is in material breach of any of its obligations under this Hosting Services Agreement, the other party must notify the breaching party in writing of such default (a "**Default Notice**"). Upon receipt of a Default Notice, the breaching party must correct the default at no additional cost to the other party within ninety (90) days, or issue a written notice of its own disputing the alleged default within thirty (30) days, of the date of receipt of a Default Notice. If the breaching party fails to
- (i) issue a written notice disputing the alleged default within such thirty (30) day period; or
 - (ii) to correct the default within ninety (90) days following receipt of the Default Notice, this will constitute an "Event of Default" and the other party may terminate this Agreement effective upon written notice to the other party to that effect.
- 7.2.2 If Organization has failed to pay any amounts when due under this Hosting Services Agreement or the Agreement, Harris shall have the right to (A) suspend performance of the Hosting Services (including Organization and its Users' access to the Hosting Services) until all amounts are paid in full; and/or

- (B) terminate this Hosting Services Agreement or any part thereof effective immediately upon written notice to Organization to that effect.
- 7.2.3 Either party may terminate this Hosting Services Agreement effective immediately upon written notice to the other party if the other party:
- (i) becomes insolvent;
 - (ii) becomes the subject of any proceeding under any bankruptcy, insolvency or liquidation law, whether domestic or foreign, and whether voluntary or involuntary, which is not resolved favorably to the subject party within ninety (90) days of commencement thereof; or
 - (iii) becomes subject to property seizure under court order, court injunction or other court order which has a material adverse effect on its ability to perform hereunder.
- 7.2.4 Harris may terminate this Hosting Services Agreement effective immediately upon written notice to Organization if Organization has breached its obligations of confidentiality or any intellectual property right or proprietary right of Harris or its service providers.
- 7.2.5 If any such modification, change or replacement of the original Third Party Components pursuant to Section 2.6 impairs Organization's ability to utilize such Hosting Services in substantially the same manner as they were utilized prior to the modification, change or replacement, Organization may terminate this Hosting Services Agreement by providing written notice to Harris within twenty (20) days after Organization's discovery of such impairment. If any modification to the terms and conditions of this Hosting Services Agreement made by Harris pursuant to Section 2.6 due to a change in the terms of its agreement with a provider of the Third Party Components are material in nature, then Organization shall have the right to terminate this Hosting Services Agreement upon written notice to Harris given within fourteen (14) days of the date of notice from Harris of such modified terms.
- 7.2.6 This Hosting Services Agreement shall automatically terminate in the event that the Agreement terminates or expires.

Section 7.3 Procedure on Termination

- 7.3.1 In the event of termination or expiration of this Hosting Services Agreement:
- (a) All rights to use the Hosting Services granted to Organization in this Hosting Services Agreement shall immediately terminate and Harris will immediately cease to perform or provide the Hosting Services.
 - (b) Organization will pay all amounts due under this Hosting Services Agreement up to and through the date of termination and all costs reasonably incurred in collecting the amounts due to Harris (including court costs, attorney fees, and repossession charges to the extent not prohibited by law).
 - (c) Conditional upon Organization's payment of all Fees that are due to Harris and unless prohibited by law or the order of a governmental or regulatory body or it could subject Harris and/or its third-party service provider or their affiliates to liability, Harris will furnish Organization with a copy of Organization's Data in a format to be mutually agreed upon between the parties in writing (typically a .csv file). The

anticipated time to provide a copy of the Data are one to two days and will be billed at Harris's then current daily rate. Upon receipt of notice from Harris confirming receipt of the Data, Harris shall destroy all copies of the Data and delete all Data on the database and an Officer of Harris shall certify the destruction and deletion to the Organization. Subject to any legal requirement that Harris must retain a copy of the Data, Harris shall not delete the Data for 90 days from the date of termination except: (i) where Harris has provided the Data to Organization pursuant to this Subsection; or (ii) where it has received written instructions from Organization to delete the Data. Following 90 days from the date of termination if Organization has not communicated with Harris regarding the Data, Harris shall have the right to delete all Data at any time as either required by law or as determined by Harris in its sole discretion. Notwithstanding the foregoing, Harris shall be permitted to delete all Data without providing notification to Organization and Harris shall not be required to adhere to the time frames detailed above where Harris is required by law to delete such Data. Harris and its service providers have no liability for the deletion of Data, and Personal Information as described in this section.

- (d) Organization shall return to Harris or at Harris' option purge or destroy all copies of any Confidential Information of Harris or the third party service provider in its possession or under its control (except as required under any statute or legislation related to retention requirements), and provide a duly authorized certificate of an officer of Organization confirming same within thirty (30) days.
- (e) Except as otherwise provided in this Hosting Services Agreement, termination of this Hosting Services Agreement shall not affect any right of action of either party arising from anything which was done or not done, as the case may be, prior to the termination taking effect.

Section 7.3.2 Trade Compliance

Organization is solely responsible for compliance with applicable laws related to the manner in which Organization chooses to use the Hosting Services, including (i) Organization's transfer and processing of Data, and (ii) the provision of Data to Users and Organization's customers. Organization represents that Organization and the entities that own or control Organization, and the financial institutions used to pay Provider under this Hosting Services Agreement and the Agreement, are not subject to sanctions or otherwise designated on any list of prohibited or restricted parties, including but not limited to the lists maintained by the United Nations Security Council, the U.S. Government (e.g., the U.S. Department of Treasury's Specially Designated Nationals list and Foreign Sanctions Evaders list, and the U.S. Department of Commerce's Entity List), the European Union or its member states, or other applicable government authority

Section 7.3.3 Equitable Relief

Organization acknowledges and agrees that it would be difficult to compute the monetary loss to Harris arising from a breach or threatened breach of this Hosting Services Agreement and that, accordingly, Harris will be entitled to specific performance, injunctive or other equitable relief in addition to monetary damages in the event of a breach or threatened breach of this Hosting Services Agreement by Organization.

Section 7.3.4 Survival

The following sections and articles shall survive the termination or expiration of this Appendix "C" Hosting Services Agreement: Article 1, Sections 2.1.2, 2.3, 2.4, 2.5, 2.6, 3.2, 3.3.3, 3.4, 3.5, 3.6, 5.2, Article VI, Article VII, Article VII, and any other provisions which are required to ensure that the parties fully exercise their rights and obligations hereunder shall survive any termination or expiration of this Hosting Services Agreement unless and until waived expressly in writing by the party to whom they are the benefit.

Appendix “A” – Third Party Components Terms and Conditions

1. Microsoft Azure

Organization agrees that the additional terms set out in Microsoft's Product Terms, available at [Microsoft Product Terms](#) and select “Enterprise” (the “**Product Terms**”), apply to Organization's use of the Hosting Services and the Microsoft Products and Services Data Protection Addendum (“**DPA**”) available at <https://aka.ms/DPA> sets out the parties obligations with respect to processing and security of Data and Personal Information in connection with Organization's use of the Hosting Services and to the processing and security of Professional Services Data and Personal Information in connection with the provision of any professional services and support services performed by Microsoft related to the Hosting Services. For clarity, the DPA applies only to the processing of data in environments controlled by Microsoft and its subprocessors, including data sent to Microsoft by the Microsoft products and the Hosting Services but does not include data that remains on Organization's premises or in any Organization selected third party operating environments. The Product Terms and the DPA may be changed from time to time. Organization should review such documents carefully, both at time of acceptance of this Hosting Services Agreement and periodically thereafter, and fully understand all terms and conditions applicable to the Hosting Services.

Information regarding Microsoft Azure's data residency and transfer policies is available at the following link: www.microsoft.com/en-us/trustcenter/privacy/where-Organization-data-is-located.

An overview of how encryption is used in Microsoft Azure (for data at rest and data in transit) is available at the following link: <https://docs.microsoft.com/en-us/azure/security/security-azure-encryption-overview>.

High Risk Use: Organization must consider whether its specific use of these technologies is safe. The Hosting Services are not designed or intended to support any use in which a service interruption, defect, error, or other failure of the Hosting Services could result in the death or serious bodily injury of any person or in physical or environmental damage (collectively, “**High-Risk Use**”). Organization's High-Risk Use of the Hosting Services is at its own risk. Organization agrees to defend, indemnify and hold Harris and Microsoft harmless from and against all damages, costs and attorneys' fees in connection with any claims arising from a High-Risk Use associated with the Hosting Services, including any claims based in strict liability or that Harris and/or Microsoft was negligent in designing or providing the Hosting Service(s) to Organization.

The foregoing information, including the links to such information, may be changed from time to time therefore Organization is responsible for reviewing such information periodically.

Appendix “B” - Service Availability and Support Services

PART 1: DEFINITIONS

For purposes of this Appendix B to the Hosting Services Agreement attached as Appendix “C” to the Agreement (“SLA”), the following terms have the meanings set forth below. All capitalized terms in this SLA that are not defined in this Part 1 shall have the respective meanings given to them in the Agreement.

1. **“Availability Requirement”** has the meaning given to it by Part 2 of this SLA.
2. **“Business Day(s)”** has the meaning given to it by applicable law.
3. **“Customer Cause”** means any of the following causes of an Error,: (a) any negligent or improper use, misapplication, misuse or abuse of, or damage to, the Harris Systems by Organization or its Representatives; (b) any maintenance, update, improvement or other modification to or alteration of the Harris Cloud Services or the Harris Systems by Organization or its Representatives; (c) any use of the Harris Cloud Services or the Harris Systems by Organization or its Representatives in a manner inconsistent with the then-current Documentation; (d) any use by Organization or its Representatives of any products or services that Harris has not provided or caused to be provided to Organization; (e) delay or failure of performance by Organization of its obligations under this Agreement; or (f) any use by Organization of a non-current version or release of the Harris Cloud Services, notwithstanding notice from Harris that updates, fixes or patches are required; (g) or any act or omission by Organization or any Authorized User/access to or use of the Harris Cloud Services by Organization or any Authorized User, or using Organization's or an Authorized User's access credentials, that does not strictly comply with this Agreement and the Documentation. For clarity, if any of the foregoing is authorized by Harris in writing, it will not be considered a “Customer Cause”.
4. **“Designated Representative”** has the meaning set forth in Part 3 (d).
5. **“Error”** means any reproducible failure of the Harris Cloud Services to operate in all material respects in accordance with the Documentation, including any problem, failure or error referred to in the Service Level Table.
6. **“Exceptions”** has the meaning given to it by Section 2.
7. **“First Line Support”** means (i) the identification, diagnosis and correction of Errors by Harris help desk technicians by telephone or e-mail communications with a Designated Representative following submission of a Support Request; and/or (ii) referral to technical information on the Harris Site for proper use of the Harris Cloud Services.

8. **"Force Majeure Event"** means an event of "Force Majeure", as that term is defined by Section 17.9 of the Main Body.
9. **"Main Body"** means the main body of the Hosting Services Agreement between the parties dated the Effective Date.
10. **"Out-of-Scope Services"** means any of the following: (a) any of the services set forth in Exhibit I of this SLA, and any other services that Organization and Harris may from time to time agree in writing are not included in the Support Services; (b) any services requested by Organization and performed by Harris in connection with any apparent Services Error that Harris has reasonably determined to have been caused by a Customer Cause; and (c) any Second Line Support requested by Organization and provided by an individual requested by Organization whose qualification or experience is greater than that reasonably necessary to resolve the relevant Support Request.
11. **"Remote Access Software"** has the meaning set forth in Part 3.
12. **"Remote Services"** has the meaning set forth in Part 3.
13. **"Resolve"** and the correlative terms, **"Resolved"**, **"Resolving"** and **"Resolution"** each have the meaning set forth in Part 3.
14. **"Second Line Support"** means, where Errors are not Resolved by First Line Support, the escalation to second line support for the identification, diagnosis and correction of Errors through a Designated Representative by telephone or e-mail or through Remote Services or otherwise, as the parties may agree.
15. **"Service Level Failure"** has the meaning given to it in Part 2.
16. **"Service Level Table"** means the table set out in Part 3.
17. **"Service Period"** has the meaning given to it in Part 2.
18. **"Severity 1"** has the meaning set forth in Part 3.
19. **"Severity 2"** has the meaning set forth in Part 3.
20. **"Severity 3"** has the meaning set forth in Part 3.
21. **"Support Hours"** means those hours between 8:00 AM and 8:00 PM Eastern Time on Business Days.
22. **"Support Request"** has the meaning given to it in Part 3.
23. **"Support Services"** means Harris's First Line Support and Second Line Support, but excludes the support of: (i) Implementation Services; (ii) Professional Services; and/or (iii) Out-of-Scope Services.
24. **"Support Service Levels"** means the defined severity levels and corresponding required service level responses, response times, and Resolutions referred to in the Support Service Level definitions.
25. **"Third-Party Components"** has the meaning given to it by Section 1.1 of the Hosting Services Agreement.

PART 2: AVAILABILITY REQUIREMENT

Subject to the terms and conditions of this Hosting Services Agreement, Harris will use commercially reasonable efforts to make the Hosting Services Available at least ninety-nine and one-half percent (99.5%) of the time in any given calendar month during the Hosting Services Term (each such calendar month, a "Service Period"), excluding un-Availability as a result of any of the Exceptions described below in this Part 2 (the "Availability Requirement"). "Service Level Failure" means a material failure of the Hosting Services to meet the Availability Requirement. "Available" means the Hosting Services delivered pursuant to a particular Services Order are available for access and use by Organization and its Authorized Users in a production environment.

For the purposes of calculating the Availability Requirement, the following are "Exceptions" to the Availability Requirement, and neither the Hosting Services, the Sublicensed Software, or the Software will be considered un-Available, nor any Service Level Failure be deemed to occur, in connection with any failure to meet the Availability Requirement or impaired ability of Organization or its Users to access or use the Hosting Services that is due, in whole or in part, to any:

- a. Organization Cause;
- b. Organization's or its User's Internet connectivity;
- c. Force Majeure Event;
- d. failure, interruption, outage, or other problem with any software, hardware, system, network, facility, or other matter not supplied by Harris pursuant to this Agreement;
- e. Scheduled Downtime;
- f. any interruption to the access or use of the Hosting Services that occurs in a non-production environment;
- g. emergencies in the nature of security risks and updates to address such security risks;
- h. the failure, interruption, outage, or other problem with a Third-Party Component; or
- i. disabling, suspension, or termination of the Hosting Services for cause by Harris.

Availability Calculations:

Availability is calculated as follows:

Description	Calculation of Availability	Service Period
Percentage of time the Hosting Services is Available.	$Availability = \frac{a - b - c}{a - b} \times 100$ Where: a = Total minutes in the month b = Total minutes of planned maintenance in the month	Each Calendar Month

	c = Total minutes of unplanned service outages in the month	
--	---	--

Service Level Failures and Remedies:

In the event of a Service Level Failure, Harris shall issue a credit to Organization in the amounts set out in the table below (a "Service Level Credit(s)"), provided however, that Harris has no obligation to issue any Service Level Credit unless Organization reports the Service Level Failure to Harris immediately on becoming aware of it.

Service Period Availability (as calculated in the table above)	Service Level Credit (Percentage of Monthly Payment of Annual Subscription Fees)
Equal to or greater than 99.5%	0%
Equal to or greater than 98.5%	2%
Equal to or greater than 97.5%	6%
Less than 97.5%	12%

Service Level Credits are not compounding and shall be limited to a maximum of twelve percent (12%) of the pro-rated portion of the Annual Subscription Fees paid by Organization for the Services applicable to the calendar month in which the Service Level Failure occurred (and in no event shall the total Service Level Credits due to Organization in any twelve (12) month period exceed twelve percent (12%) of the Annual Subscription Fees). Any Service Level Credit due to Organization under this Appendix B will be issued to Organization and applied at the time of invoicing for the next applicable invoice date. This Part A sets forth Harris' obligation and liability and Organization's sole remedy for any Service Level Failure.

Scheduled Downtime:

Harris will use commercially reasonable efforts to:

- a. Schedule downtime for routine maintenance of the Hosting Services between the hours of 6:00 p.m. and 7:00 a.m. Pacific Time on Business Days or anytime during Non-Business Days for the production environment; and
- B. Give Organization at least 48 hours prior notice of all scheduled downtime of the Services ("Scheduled Downtime") for production and non-production environments under non-emergency/high-criticality situations.

The Organization may request modifications to the timing of scheduled downtime by providing written notice to Harris at least five (5) business days in advance of the planned maintenance. Harris will use commercially reasonable efforts to accommodate such requests, provided the modifications do not compromise system performance, security, or availability. Emergency maintenance and other unplanned downtime are excluded from this provision.

PART 3: SUPPORT SERVICES

Harris shall provide the First Line Support and the Second Line Support during the Support Hours throughout the Service Period in accordance with the terms and conditions of this SLA and the Main Body, including the Service Levels.

Support Service Levels:

- a. Response times and Resolution will be measured from the time Harris receives a Support Request until the respective times Harris has: (i) responded to that Support Request, in the case of response time; and (ii) Resolved that Support Request. "Resolve", "Resolved", "Resolution" and correlative capitalized terms mean, with respect to any particular Support Request, that Harris has corrected the Error that prompted that Support Request. Harris shall respond to and Resolve Support Requests as set out below based on Organization's designation of the severity of the associated Error, subject to Harris' right to revise such designation after Harris' investigation of the reported Error and consultation with Organization;
- b. Harris shall Resolve the Support Request within a commercially reasonable period of time following the diagnosis of the Error. In the case of Errors designated by Organization as Severity Levels 1 or 2 (High or Medium, respectively), if Harris Resolves the Support Request by way of acceptable work-around, the Error will be reduced to a Severity Level of 3.

Response Times:

Response times will vary and are dependent on the severity of the call. Harris strives to ensure that incoming calls are addressed in the order in which they are received, however calls will be escalated based on the urgency of the issue reported. Harris' response time guidelines are as follows:

- a. Severity 1 – Critical/High: 1 - 4 hours
- b. Severity 2 – Medium: 1 - 8 hours
- c. Severity 3 – Low: 1 - 24 hours

Call Severities:

In an effort to assign Harris resources to incoming calls as effectively as possible, Harris has identified three types of call severities, 1, 2 & 3. A Severity 1 call is deemed by Harris support staff to be a High Severity call, Severity 2 is classified as a Medium Severity and Severity 3 is deemed to be a Medium/Low Severity. The criteria used to establish guidelines for these calls are as follows:

- (a) Severity 1 – High
 - System Down (users have no access to Advanced production environment)
 - Inability to process bills/invoices
 - Program errors without workarounds impacting critical processes
 - Aborted postings or error messages preventing data integration and update

- Performance issues of severe nature impacting critical processes
- Data Security issues
- Issues causing critical integrations to completely fail
- Applying application patches for critical issues with the application, that do not have a workaround

Note: the existence of a mutually agreed upon work-around precludes a Severity 1 or Severity 2 issue in most cases.

(b) Severity 2 – Medium

- System errors without manageable workarounds
- Report calculation issues
- Error messages preventing data integration and update
- Issues causing non-critical integrations to fail completely
- Performance issues of severe nature not impacting critical processes
- Applying high priority patches for issues without manageable workarounds

(c) Severity 3 – Low

- System errors that have manageable workarounds
- Performance issues not affecting critical processes
- Modification requests relating to efficiency or other usability considerations
- Report formatting issues
- Training questions, how to, or implementing new processes
- Aesthetic issues
- Requests/recommendations for enhancements on system changes
- Questions on documentation
- Applying medium/low priority patches

Designated Representative:

Organization shall designate the individual(s) who will act as a direct liaison with Harris and be responsible for communicating with, and providing timely and accurate information and feedback to Harris in connection with the Support Services (each such individual, a "Designated Representative"). The Designated Representative(s) will be the sole liaison(s) between Organization and Harris in sending Support Requests and communicating with Harris in connection with any matters relating to the provision of the Support Services.

Support Requests:

If, after reviewing support resources, Organization has not corrected an Error, Organization may request Support Services by way of a Support Request. Organization shall classify its requests for Error corrections in accordance with the severity level numbers and definitions within the service level definitions set forth above and shall submit its request through the Harris support portal located on the Harris Site, or such other means as the parties may agree to in writing (each a

"Support Request"). Organization shall include in each Support Request a description of the reported Error and the time Organization first observed the Error. The Service Level Table will not apply to support requests that do not follow the process set out in this section and Harris will not, in those circumstances, be required to meet the Service Levels.

Call Process:

All Errors or questions reported to Harris are tracked via a support call ticket; Harris' current process for logging calls includes the following: TeamSupport (via website), email, and phone.

- a. Organization's call must contain at a minimum: Organization name, contact person, software product and version, module and/or menu selection, nature of issue, detailed description, including screenshots of steps, of Organization question or issue, a trace (xtrace) of the behavior, and any other information you believe pertinent.
- b. Harris support system or a Harris support analysts will provide Organization with a ticket number to track Organization issue and Organization call will be logged into our support tracking database.
- c. Organization call will be stored in a queue and the first available support representative will be assigned to deal with Organization issue.
- d. As the Harris support representative assigned to Organization call investigates Organization issue, Organization will be contacted and advised as to where the issue stands and the course of action that will be taken for resolution. If Harris requires additional information, Organization will be contacted by the assigned Harris support representative to supply the information required.
- e. All correspondence and actions associated with Organization call will be tracked against Organization call in the Harris support database. At any time, if available, Organization may log onto the Harris support website to see the status of Organization call.
- f. Once Organization call has been resolved, Organization will receive an automated notification by email that Organization call has been closed. This email will contain the entire event history of the call from the time the call was created and leading up to the resolution of the call. Organization also has the option of viewing both Organization open and closed calls, if available to Organization, via the Harris support website.
- g. If Organization issue needs to be escalated to a development resource or programmer for resolution, Organization issue will be logged into the Harris development tracking database and Organization will be provided with a separate ID number to track the progress of the issue. The ID number will remain open until Organization issue has been completely resolved. Issues escalated to development will be scheduled for resolution and may not be resolved immediately depending on the nature and complexity of the issue.
- h. Contact the Harris support department at Organization's convenience for a status update on Organization development issues, or log onto the Harris

support website (if available to Organization) to view Organization issues on-line.

- i. Automated closing of issues: The Organization will be consulted before closing a support issue whenever possible. However, if a ticket is in a customer-action status (ex: "Client To Test") it may be closed after four (4) weeks of inaction after reasonable attempt by Harris Support to obtain an update. A closed ticket may be re-opened at any time.

Escalation Process:

The Harris escalation process is defined below. This process has been put in place to ensure that issues are being dealt with appropriately. If at any time Organization is not completely satisfied with the resolution of Organization issue, Organization is encouraged to escalate with the Harris support department as follows:

- | | |
|----------|--|
| Level 1: | Contact the support representative working on Organization issue |
| Level 2: | Contact the support team lead or manager |
| Level 3: | Contact the director or vice president of support |
| Level 4: | Contact the executive vice president |

Holiday Schedule:

Below is a listing of statutory holidays. Please note that support services will be closed on designated days as outlined below. Staff will be available via the after-hours support phone to deal with critical incidents.

- | | |
|-----------------|---------------|
| New Year's Eve: | Early Closure |
| New Year's Day: | Closed |
| Good Friday: | Closed |
| Victoria Day: | Closed |
| Canada Day: | Closed |
| Civic Holiday: | Closed |
| Labor Day: | Closed |
| Thanksgiving: | Closed |
| Christmas Eve: | Early Closure |
| Christmas Day: | Closed |
| Boxing Day: | Closed |

Billable Support Services:

The services listed below are examples of services that are out of scope of the Service Level Agreement and are therefore considered billable services:

- Extended training
- Forms redesign or creation (includes bill prints, notices, letters, forms, etc.)
- Setup and changes to interfaces or creation of new interfaces
- Setup of new utility services or changes to services / Rates
- Request to add/change business process configuration for new or changing requirements

- Setup of new receipt printers, printer setup changes
- Data conversions / global modification to setup table data

Test Databases & Environments:

We support customers in the maintenance of independent test environments for testing purposes. This allows Organization the opportunity to test fixes, modifications, new business processes and/or scenarios without risking any potentially unwanted changes to the live environment. The creation of additional test databases and application instances is a billable service, quotations and incremental maintenance rates will be provided on request.

Updates:

Within a reasonable time of Error diagnosis, Harris may give Organization electronic updates of the nature and status of its efforts to correct an Error, including, if possible, a description of the Error and estimated time to reach Resolution.

Data Storage and Backups

Harris shall ensure that all data related to the Software and Sublicensed Software, hosted pursuant to this Hosting Services Agreement, is securely stored and routinely backed up. The following terms apply to data storage and backups:

- **Data Accessibility:** The Organization shall have access to its data stored within the hosted environment, subject to the terms of the Agreement.
- **Backup Accessibility:** Routine backups of the Organization's data will be maintained by Harris. Upon the Organization's request, Harris shall make commercially reasonable efforts to ensure that such backups are retrievable for the Organization in a secure and timely manner.
- **Backup Format:** All backups will be created and stored in a format compatible with Microsoft SQL Server (MS SQL). This ensures the Organization's ability to access and utilize its data as needed.
- **Limitations:** The Organization acknowledges that retrieval of backups may require reasonable advance notice.

Remote Support Services:

- a. Harris may provide Support Services to Organization remotely, including by means of telephone or internet telephony, or over the internet through the use of Remote Access Software ("Remote Support Services") to assist in maintaining the systems and analyzing and Resolving any Error reported by a Support Request during the Support Period. Organization shall give Harris permission to use remote access software necessary for Harris to provide the Remote Support Services to Organization ("Remote Access Software"). The Remote Access Software contains technological measures designed to collect and transmit to Harris certain diagnostic, technical, usage and related information relating to or derived from Organization's use of the Advanced Cloud Services and Third-Party Products. The parties acknowledge and agree

that Harris and its agents, Affiliates or subcontractors may collect, maintain, process and use: (i) only such information as is necessary to assist in analyzing and Resolving a Support Request; and (ii) use such information solely to provide the Support Services in accordance with the terms and conditions of this SLA and the Main Body;

- b. To ensure we can effectively support our clients, we require that a communication link is established and maintained between our two sites. It is the Organization's responsibility to ensure the connection is valid at Organization location so that we can connect to Organization site and resolve any issues. Our supported methods of connection are: Direct internet, Virtual Private Network (VPN), Remote Access Server (RAS), Direct Connection (modem) and Terminal Services (a backup connection may be required for file transfers
- c. Harris shall treat any information it collects, maintains, processes or uses under this Section 13 as Organization's Confidential Information.

Out-of-Scope Services:

Organization may request Out-of-Scope Services through a Change Order, in accordance with the terms and conditions of this SLA and the Main Body.

Appendix “C” - Fees, Data Export Limit, Data Storage Limit

Hosting fees will be outlined within each project-specific Statement of Work (SOW) and scoped based on the solutions identified within the associated SOW. The below fees, data export limits, and data storage limits are optional and applicable if requirements change from the originally anticipated scope outlined within each SOW.

Hosting and Data Storage Fees:

- Database Storage: Includes 2048 GB of data storage. Additional storage beyond this limit will incur a fee of \$5.52 per 32GB per month, billed monthly.
- Data Export Limit: Includes 100 GB of data export. Additional export requirements will be billed at \$0.13 per GB per month.
- Document Storage: Up to 500 GB for document storage is included. Usage exceeding this limit will be billed at \$0.03 per GB per month.

Appendix “D” – Data and Security Standards

1. Data

- 1.1 Harris shall use commercially reasonable efforts to store, maintain and protect Data. Harris has established and maintains data security procedures and other safeguards within the Software intended to protect against the destruction, corruption, loss, or alteration of customer data, and designed to prevent access, intrusion, alteration, or other interference by any unauthorized third parties of customer data. Customer data is managed and stored using various database technologies that offer scalability and reliability with architecture developed to support logical segregation of data throughout each customer instance. Customer data is maintained in segregated schemas and data access models which are designed to ensure that the application layer exposes to users only data that they are permitted to view according to security configurations within the application. This helps protect against unauthorized or unintended information disclosure. Organization is solely responsible for setting up and maintaining all application-level system administration functions available within the Software, Third Party Software, and Sublicensed Software, including without limitation security settings and configurations.
- 1.2 The Hosting Services have received SOC 2 Type 1 Certification and Microsoft Azure has received SOC 2 certification, and other compliance frameworks. Additionally, the Advanced CIS Infinity Software is Veracode verified. For a complete list of Microsoft Azure certifications please visit: <https://docs.microsoft.com/en-us/azure/compliance/>.

2. Relevant Aspects of the Control Environment, Risk Assessment, Monitoring, and Information and Communication

- 2.1 The applicable SOC II trust services criteria were used to evaluate the suitability of design of controls stated in the description. This section provides information about the five interrelated components of internal control at Harris, including:
 - 2.1.1 Control Environment: Sets the tone of an organization, influencing the control consciousness of its people. It is the foundation for all other components of internal control, providing discipline and structure.
 - 2.1.2 Communication and Information: Surrounding these activities are information and communication systems. These enable the

entity's people to capture and exchange information needed to conduct and control its operations.

- 2.1.3 Risk Assessment: The entity's identification and analysis of relevant risks to support achievement of its objectives, forming a basis for determining how the risks should be managed.
- 2.1.4 Monitoring Activities: The entire process must be monitored, and modifications made necessary. In this way, the system can react dynamically, changing as conditions warrant.
- 2.1.5 Control Activities: Control policies and procedures must be established and executed to help ensure that the actions identified by management as necessary to address risks to achievement of the entity's control objectives are effectively carried out.

Project Budget Summary
Utility Billing System Upgrade V3 to V5 (W1219)
Updated 12/9/2024

Funding Sources	CIP	Operating			Total
	W1219	Water	Stormwater	General Fund/IS	
Utility Billing V5 Upgrade (W1219)	\$ 656,696.00	\$ -	\$ -	\$ -	\$ 656,696.00
FY2025 Operating Budget, Repairs and Maintenance (546000)	\$ -	\$ 118,006.00	\$ 12,587.00	\$ 37,704.00	\$ 168,297.00
FY2025 Operating Budget, Professional Services (531000)	\$ -	\$ 38,000.00	\$ 4,100.00	\$ -	\$ 42,100.00
FY2025 Operating Budget, Books, Dues and Pub (554000)	\$ -	\$ 14,501.00	\$ 1,547.00	\$ 3,287.00	\$ 19,335.00
Total Project Appropriations	\$ 656,696.00	\$ 170,507.00	\$ 18,234.00	\$ 40,991.00	\$ 886,428.00
Expended & Encumbered to Date					
Existing System FY2025 CIS/Link Maintenance & Support 10/1/24 to 9/30/25	\$ -	\$ 51,099.26	\$ 5,450.59	\$ 11,582.50	\$ 68,132.35
Total Expended & Encumbered to Date	\$ -	\$ 51,099.26	\$ 5,450.59	\$ 11,582.50	\$ 68,132.35
Remaining Anticipated Expenses					
Harris Professional Services for Upgrade, Training, Go-Live & Post Go-Live Support	\$ 436,050.00	\$ 49,875.00	\$ 5,320.00	\$ 11,305.00	\$ 502,550.00
V5 Software Subscriptions & Support (Estimated FY25 Prorated)	\$ -	\$ 12,570.39	\$ 1,340.84	\$ 2,849.29	\$ 16,760.52
Hardware equipment upgrades	\$ -	\$ 15,000.00	\$ 1,600.00	\$ 3,400.00	\$ 20,000.00
V3 to V5 Project Contingency (15%)	\$ 65,407.50	\$ 9,731.25	\$ 1,038.00	\$ 2,205.75	\$ 78,382.50
Total Remaining Anticipated Expenses	\$ 501,457.50	\$ 87,176.64	\$ 9,298.84	\$ 19,760.04	\$ 617,693.02
Total Project Need	\$ 501,457.50	\$ 138,275.90	\$ 14,749.43	\$ 31,342.54	\$ 685,825.37
Total Budget Remaining	\$ 155,238.50	\$ 32,231.10	\$ 3,484.57	\$ 9,648.46	\$ 200,602.63
Backflow management module anticipated to be funded from available CIP budget after implementation of V5 upgrade					
Anticipated FY2026 Operating Budget Costs					
V5 Software Subscriptions & Support (Annual Recurring)	\$ -	\$ 103,935.57	\$ 11,086.37	\$ 23,559.16	\$ 138,581.09
Advanced Managed Services (Annual Recurring)	\$ -	\$ 56,250.00	\$ 6,000.00	\$ 12,750.00	\$ 75,000.00
Total Anticipated FY2026 Operating Costs	\$ -	\$ 160,185.57	\$ 17,086.37	\$ 36,309.16	\$ 213,581.09

SOFTWARE LICENSE AND IMPLEMENTATION SERVICES AGREEMENT

THIS SOFTWARE LICENSE AND IMPLEMENTATION SERVICES AGREEMENT (Agreement) is made and entered into this 7 day of January, 2014 ("Contract Date") by and between: **N. HARRIS COMPUTER CORPORATION** ("Harris"), a Foreign Profit Corporation licensed to do business in the State of Florida, with its principal place of business at 1 Antares Drive, Suite 400, Ottawa, Ontario K2E 8C4, and **THE TOWN OF JUPITER, FLORIDA** ("Town"), a municipal corporation of the State of Florida, with its principal place of business at 210 Military Trail, Jupiter, FL. 33458.

RECITALS

WHEREAS, Harris owns the Software (as defined below) which is the subject of this Agreement; and

WHEREAS, the Town wishes to: (a) acquire a license to utilize the Software, (b) retain Harris to perform the Services (as defined herein), and (c) and to contract for support and maintenance of the Software; and

WHEREAS, Harris agrees to: (a) grant the Town a license to utilize the Software, (b) provide the Services to the Town, and (c) provide support and maintenance of the Software as set out in this Agreement; and

WHEREAS the Town and Harris have agreed to enter into two (2) separate agreements each dealing with a separate aspect of the Software: a Software License and Implementation Services Agreement and a Support and Maintenance Agreement.

NOW THEREFORE, in consideration of the mutual covenants set out in this Agreement and for other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged), the parties agree as follows:

ARTICLE 1 **DEFINITIONS**

Throughout this Agreement, except as otherwise expressly provided, the following words and expressions shall have the following meanings:

- 1.1. "Agreement", "this Agreement", "the Agreement", "hereof", "herein", "hereto", "hereby", "hereunder" and similar expressions means this Software License and Implementation Agreement, including all of its Schedules and all instruments supplementing, amending or confirming this Agreement. All references to "Articles" or "Sections" mean and refer to the specified **Article or Section** of this Agreement.
- 1.2. "Change Order" means any written documentation between the Town and Harris evidencing their agreement to change particular aspects of this Agreement.
- 1.3. "Completion of Services" means that the Software is fully operational and performing

in substantial conformity with the specifications set out herein. For purposes of this Agreement, Completion of Services shall be deemed to have occurred on the date which the Town commences using the Software as its predominate business system.

- 1.4. “Confidential Information”** means, with respect to a Party hereto, all information or material which: is (A) marked "Confidential," "Restricted," or "Proprietary Information" or other similar marking, (B) known by the Parties to be considered confidential or proprietary, or (C) which should be known or understood to be confidential or proprietary by an individual exercising reasonable commercial judgment in the circumstances. Confidential Information does not include information to the extent that such information: (i) is or becomes generally known to the public by any means other than a breach of the obligations of a receiving Party hereunder; (ii) was previously known to the receiving Party as evidenced by its written records; (iii) is rightly received by the receiving Party from a third party who is not under an obligation of confidentiality; or (iv) is independently developed by the receiving Party without reference to or use of the other Party's Confidential Information. In respect of any requirement under Article 22, the Parties agree that for the purposes of this Agreement each party shall contend that (i) the Software is "Data processing software" as defined in Florida Statute Section 282.303(7) *Communications and Data Processing*; all financial information pursuant to subsection 3(t) of Florida Statute Chapter 119.07 *Inspection, examination, and duplication of records; exemptions*.
- 1.5. “Designated Computer System”** means the Town’s platform and operating system environment which is operating the Software.
- 1.6. “Documentation”** means user guides, operating manuals, education materials, product descriptions and specifications, technical manuals, supporting materials, and other information relating to the Software or used in conjunction with the Services, whether distributed in print, magnetic, electronic, or video format, in effect as of the date (1) the Software is accepted by the Town, or (2) the Service is provided to the Town. Documentation shall include database documentation such as entity relationship diagram (ERD), data dictionary and other documentation as is necessary to provide the Town with the information necessary to create its own custom reports in connection with Report Writer Training described in the Scope of Work.
- 1.7. “Go-Live”** means the event occurring when the Town first uses the Software as the Town’s predominant Software.
- 1.8. “License”** means the non-exclusive perpetual license granted to the Town to configure and install the Software on the Town’s server computers to enable users to access and use the Software.
- 1.9. “Town Project Manager”** means the person appointed by the Town who is responsible for working closely with Harris to facilitate the successful completion of the implementation process and who shall be responsible for supervising the employees of the Town and their co-operation with and participation in such process.

- 1.10. “Project Schedule”** means the graphic depiction (Microsoft Gantt chart) describing the start date, any intermediate milestone dates and the completion date by which Harris and Town are required to perform their obligations under the Scope of Work. Such schedule may be amended or modified by mutual specific written agreement of the parties’ respective representatives from time to time in accordance with the terms of this Agreement.
- 1.11. “Scope of Work”** means the scope of work appended hereto as Schedule “C” delineating, among other things, the project phases, the Services that will be provided by Harris to Town pursuant to this Agreement, as such scope may be amended or modified by mutual specific written agreement of the parties’ respective representatives from time to time in accordance with the terms of this Agreement.
- 1.12. “Software”** means the program material in machine-readable or interpreted form, and may include, where appropriate, listings of either machine code or source code and related materials, including instructions and documentation provided by Harris to Town, including any such programs provided subsequent to this Agreement, and including all copies made by Town. The Software to be provided by Harris at the inception of this Agreement is identified on the attached Schedule “A”. Third Party Software is included in the definition of Software except where this License Agreement explicitly states otherwise.
- 1.13. “Source Code”** of the Software means the Software written in programming languages, including all comments and procedural code, such as job control language statements, in a form intelligible to trained programmers and capable of being translated into object code for operation on computer equipment through assembly or compiling, and accompanied by documentation, including flow charts, schematics, statements of principles of operations, and architecture standards, describing the data flows, data structures, and control logic of the Software in sufficient detail to enable a trained programmer through study of such documentation to maintain and/or modify the Software without undue experimentation.
- 1.14. “Third Party Software”** means the third party software product licensed to the Town by Harris and described in Schedule A.
- 1.15. “Warranty Period”** means a period of sixty (60) months from the date of Software Go-Live, during which time Harris shall correct any errors or malfunctions reported to Harris by the Town in accordance with the Support and Maintenance Agreement. This warranty is only valid so long as the Town has a valid and effective Support and Maintenance agreement and maintenance fees are paid in full. In addition, Harris warrants the minimum hardware specification as outlined in Schedule E, to be adequate for its intended use for this same Warranty Period.
- 1.16. “System”** means all software modules licensed by Harris to the Town as configured to meet Town’s requirements set forth in the Contract Documents. This includes integration as outlined in the Scope of Work.
- 1.17. “Deliverable”** means whether used in the singular or plural the Software, data conversion, interfaces, written reports, training, and configuration.

1.18. “Currency” means U.S. currency.

1.19. “Contract Documents” means the following documents:

- a) Software License and Implementation Services Agreement
- b) Support and Maintenance Agreement
- c) Scope of Work – Attached as Schedule ‘C’
- d) Harris’ proposal to the Town including updates provided under the Best and Final Offer – Attached as Schedule “F”
- e) Town’s Request for Proposal – Attached as Schedule “G”

In the event of any conflict or inconsistency between the terms and conditions in the Contract Documents, the order of precedence for interpreting any conflicts will follow the order of the documents listed above with (a) having the highest priority.

ARTICLE 2

SOFTWARE LICENSES

2.1 Grant of Licenses

Subject to the terms and conditions of this Agreement, Harris hereby grants to the Town a personal, non-exclusive, non-transferable right and license to use the Software on the Designated Computer System (the “License”). This License and the other terms and conditions related to this License apply to Third Party Software except as this Agreement may state otherwise.

Any Software furnished by Harris in machine-readable form may be copied in whole or in part by Town for use on the Designated Computer System. Town agrees that the original copy of all Software furnished by Harris and all copies thereof made by Town are and at all times remain the sole property of Harris.

Any License granted under this Agreement permits the Town to: (i) use the Software for its municipal and corporate purposes including, but not limited to, performing testing, disaster recovery, disaster testing, training, archival and backup as the Town deems necessary, and (ii) use, copy and modify the Documentation for the purpose of creating and using training materials relating to the Software, which training materials may include flow diagrams, system operation schematics, or screen prints from operation of the Software. Access to and use of the Software by independent contractors of the Town shall be considered an authorized use under this Section so long as any such independent contractors are bound by obligations of confidentiality.

The Software is licensed to the Town on a product by product basis. The specific Concurrent User, site, annual receipt, and/or seat License restrictions on which the Software is licensed is listed in the table titled “Application Software” in Schedule “B”. The Town may purchase additional Licenses for the fees specified in Schedule “D” on the same basis as this Agreement.

Up to two (2) years following the Contract Date, the Town may optionally license from Harris additional Software or purchase from Harris additional services for the corresponding prices listed in Schedule H. After the expiration of the two (2) year period, prices for the Software and services identified in Schedule H are subject to an amendment of this Agreement.

2.2 Term of License

The License granted herein commences on the date of this Agreement and is of perpetual duration unless terminated pursuant to the terms hereof.

2.3 Restrictions on Use

Except as expressly provided herein, the Town shall not give away, rent, lease or otherwise sell, sublicense, distribute or transfer the License granted under this Agreement without the prior written consent of Harris.

Town requires a separate License for each computer system or environment into which the Software or any portion thereof is read in machine-readable form for operation on such system or environment in a production environment. In addition each License permits the Town to use the Software in (1) two test environments, (2) a training environment and (3) on a back-up or disaster recovery system.

Within thirty (30) days after discontinuance or termination of the License for any reason, including termination resulting from a breach by the Town beyond the applicable notice and cure periods as provided in this Agreement, Town shall deliver to Harris the Software and all copies thereof in whichever form, including partial copies which may have been modified by Town or Harris. Alternatively, the Software and other related materials may be disposed in accordance with written instructions from Harris. Upon prior written authorization from Harris, Town may be permitted for a specific period after the termination of the License to retain one copy of certain materials for record purposes.

The Software and related materials supplied by Harris are protected by copyright and trademark laws. Title, ownership rights and intellectual property rights in the Software and related materials supplied by Harris shall remain with Harris. Use of the Software and related materials supplied by Harris is subject to the applicable copyright laws and the express rights and restrictions of this Agreement. Any rights not expressly granted herein are reserved. Town shall not remove any copyright, trademark or other proprietary notices from the Software and related materials supplied by Harris.

2.4 Derivation, Modification and Copyright

- (a) The Town agrees that it shall not attempt to derive, or permit or help others to derive the Source Code relating to the Software or attempt to otherwise convert or alter the Software into human readable code. The Town further agrees that it shall not attempt to duplicate, or permit or help others to duplicate, the Source Code relating to the Software.

- (b) The Town shall have no right to modify any of the Software supplied by Harris for Town's use under this Agreement without the prior written approval and direction of Harris.
- (c) The Town agrees that it shall not, except as otherwise expressly provided in this Agreement or except as dictated by Town's standard computer system's backup procedures and/or test environments, make or allow others to make copies or reproductions of the Software or other proprietary information in any form.
- (d) The Town may duplicate Documentation, at no additional charge, for the Town's use so long as all required proprietary markings are retained on all duplicated copies.

2.5 Ownership of Software and Confidential Information

- (a) The Town acknowledges that the Software contains proprietary and confidential information of Harris which shall, at all times, remain the property of Harris. Through the grant of licenses, the Town is only entitled to use of the Software in accordance with the terms of this Agreement.
- (b) The Town shall ensure that the Universal Copyright Convention symbol and other copyright and proprietary notices of Harris will remain on the Software in machine-readable form. The Town shall take the same care to safeguard the Software as it takes to safeguard its own confidential information and such care shall not be any less than would be taken by a reasonable person to safeguard its own confidential information.
- (c) No third party, other than duly authorized agents or employees of the Town authorized pursuant to the Licenses issued hereunder, shall have access to or use of the Software.
- (d) In order to assist Harris with the protection of its proprietary rights with respect to the Software and to enable Harris to ensure that the Town is complying with its obligations with respect to the proprietary nature and confidentiality of the Software, the Town shall permit Harris to visit during normal business hours any premises at which the Software is used and shall provide Harris with access to such Software.
- (e) The parties agree that it shall not be a breach of this Agreement if Town is required to disclose or make the Software available to a third party or to a court if the Software is required to be disclosed pursuant to a Chapter 119, Fla. Stat., the Florida Public Records Act, or is subpoenaed or otherwise ordered by an administrative agency or court of competent jurisdiction to be produced so long as the Town has complied with its obligations under the last paragraph of Section 22.

2.6 Provision of Source Code

- (a) Harris agrees and acknowledges that the Town's ability to utilize the Software will be seriously jeopardized if Harris fails to maintain or support such Software unless complete Source Code for the Software and related Documentation is made available to the Town for the Town's use in satisfying the Town's maintenance and support requirements. Therefore, Harris agrees that if an "Event of Default" as defined below occurs, then Harris shall promptly provide to the Town one copy of the most current version of the Source Code for the affected Software and associated Documentation.
- (b) An Event of Default shall be deemed to have occurred if Harris: (1) ceases to market or make available maintenance or support Services for the Software during a period in which the Town is entitled to receive or to purchase, or is receiving or purchasing, such maintenance and support and Harris has not promptly cured such failure despite the Town's demand that Harris make available or perform such maintenance and support, (2) becomes insolvent, executes an assignment for the benefit of creditors, or becomes subject to bankruptcy or receivership proceedings, (3) ceases business operations generally or (4) has transferred all or substantially all of its assets or obligations set forth in this Agreement to a third party which has not assumed all of the obligations of Harris set forth in this Agreement.
- (c) Harris shall promptly and continuously update and supplement the Source Code as necessary with all corrections, improvements, updates, releases, or other changes developed for the Software and Documentation. Such Source Code shall be in a form suitable for reproduction and use by computer and photocopy equipment, and shall consist of a full source language statement of the program or programs comprising the Software and available program maintenance Documentation which comprise the pre-coding detail design specifications, and all other available material necessary to allow a reasonably skilled programmer or access the Software without the assistance of Harris.
- (d) The governing License for the Software includes the right to use Source Code received under this Article as necessary to modify, maintain, and update the Software.
- (e) Harris shall deposit in escrow with its Escrow Agent a copy of the Source Code which corresponds to the most current version of the Software in use by the Town. At Town's discretion, Harris shall add Town as a beneficiary to its agreement with its Escrow Agent. In the event that Harris adds the Town as a beneficiary, the Town shall pay the fees for new account set-up and annual fees of the Escrow Agent for services provided, including any fees to add the Town as a beneficiary to such escrow and any verification and testing of the escrow deposit which may be undertaken by the Escrow Agent at the Town's request. Harris entry into, or failure to enter into, an agreement with an escrow agent or to deposit the described materials in escrow shall not relieve Harris of its obligations to the Town described in this Section.

- (f) If, as a result of an Event of Default, Harris fails to provide required support services, then any periodic license fee which the Town is required to pay under this Agreement for Software shall be reduced to reflect such lack of support services.
- (g) At such time as Harris commences offering the support services described in the Support and Maintenance Agreement for Software, the Town may obtain such support Services as provided for in the Support and Maintenance Agreement.

2.7 Platform Migration

In the event Harris releases a new or upgraded version of the Software, which may or may not operate on the proposed hardware platform, Town is entitled to receive, without incurring additional license or maintenance fees, the new or upgraded version provided that the Town has a valid and effective Support and Maintenance agreement and maintenance fees are paid in full. In addition, any customizations and Harris portions of interfaces made to the software and being supported by Harris will be made available with the new environment without cost to Town. Any additional services required for version upgrades will be billed at Harris's then prevailing hourly rates.

2.8 Successor Software Products

In the event Harris makes available successor Software based on a new technical architecture ("Successor Products") with substantially similar functionality to the Software licensed by Town ("Licensed Products") within 10 years of contract signing, the Town is entitled to receive Successor Products, without incurring additional license or maintenance fees, provided that the Town has an effective Support and Maintenance Agreement and the annual Support and maintenance fees are paid in accordance with that Agreement.

ARTICLE 3 **CONSULTING SERVICES**

3.1 Harris's Services

In order to achieve the Completion of Services, Harris agrees, subject to the terms and conditions of this Agreement, to perform the following services (**the "Services"**) for the Town as described in the Scope of Work attached hereto as Schedule "C":

- (a) Oversee and implement the conversion from the Town's existing software applications to Harris's Software substantially in accordance with the timetable specified in the Project Schedule.
- (b) Install the Software, perform necessary set up and configuration operations, and perform testing in accordance with the timetable specified in the Project Schedule.
- (c) Oversee and implement interfaces required by the Town as specified in the Scope of work attached hereto as Schedule "C."

- (d) Provide the training substantially in accordance with the timetable specified in the Project Schedule.
- (i) Harris agrees to train a maximum of 10 people in each training class.
 - (ii) Town shall be responsible for making its own copies of the training manuals required for the training classes.
 - (iii) Harris shall provide the Town with on-line reference documentation to be delivered with each release.
 - (iv) Harris reserves the right to video and/or audiotape any and all training sessions, whether held at Town's site, Harris's site, or via teleconference. Harris's use of such tapes shall be strictly for Town staff training purposes.
 - (v) Harris shall provide all standardized classroom training courses associated with this Agreement on-site at Town at such time as agreed upon by the Town and Harris' respective project managers according to the Project Schedule.
 - (vi) Cancellation of any on-site Services by Town for any reason shall be done in writing provided a written communication is delivered by the Town at least 14 business days in advance of such Services. If cancellation by Town is made within 14 business days or less of scheduled on-site Services the Town shall pay any non-recoverable costs incurred by Harris due to advance scheduling of travel. Additionally, Town hereby acknowledges that cancellation of on-site Services means that such on-site Services will be rescheduled as Harris's then current schedule permits. Harris shall not be held responsible for any delays in Town's project resulting from Town's cancellation of training. If additional services are required because Town is not adequately prepared for training or has not completed the assigned tasks prior to training, then Harris will provide same by Change Order to the Town for the required additional services.
 - (vii) Cancellation of any on-site Services by Harris is allowed for any reason provided a written communication is delivered to the Town in writing more than 14 business days in advance of Services. Harris shall make available resources to perform the canceled Services within 30 days of the cancellation notice
 - (viii) Harris shall submit to Town an agenda of training topics, timing and Town resources expected to participate, and training manuals which are the subject of a training session two weeks in advance of any such training session. Harris shall provide to the Town all details associated with the layout of the training facility, computer requirements, as well as all associated media necessary to deliver the course. Further, Harris shall prepare the training database and environment in advance such that users have hands on training on the Software that is configured to meet the Town's requirements. Town agrees to conduct a rating of the course after its completion and communicate the results of this rating to Harris. In the event it is determined by consensus of the Town that the training was

“ineffective” due to lack of preparation by Harris or other training deficiency, Harris shall remedy the deficiencies and repeat the session in question at no cost to Town. Harris shall not be obligated to repeat training due to lack of participation by Town.

3.2 Performance by Harris

- (a) Manner of Performance –Harris shall perform the Services in a professional and workmanlike manner and shall only use qualified and experienced personnel. Harris shall maintain sufficient employees for the performance of all Services and terms of under this Agreement. Harris agrees that, at all times, the employees of Harris furnishing or performing any services shall do so in a proper, workmanlike, and dignified manner
- (b) Harris’ Discretion - Harris shall determine in its sole discretion the manner and means by which the Services shall be performed, with due consideration of adequate knowledge transfer to the Town employees. Harris shall communicate openly with the Town on its methodology, manner and means.
- (c) Conduct on Town’s Premises --
 - (i) Harris agrees that all of its employees who are working for or on behalf of Harris upon the Town’s premises shall obey the rules and regulations that are established by the Town and shall comply with the reasonable directions of the Town’s Project Manager.
 - (ii) Harris shall be responsible for the acts of its employees and agents while on the Town’s premises. Accordingly, Harris agrees to take all necessary measures to prevent injury and loss to persons or property located on the Town’s premises. Harris shall be responsible for all damages to persons or property caused by Harris or any of its agents or employees. Harris shall promptly repair, to the specifications of the Town, any damage that it, or its employees or agents, may cause to the Town’s premises or equipment; on Harris's failure to do so, the Town may repair such damage and Harris shall reimburse the Town within 30 days for the cost of any repairs.
 - (iii) Harris agrees that, in the event of an accident of any kind, Harris shall immediately notify the Town’s Project Manager and shall furnish a full written report of such accident.
 - (iv) Harris shall perform the services contemplated in the Agreement without interfering in any way with the activities of the Town’s employees or visitors.
 - (v) Harris and its employees or agents shall have the right to use only those facilities of the Town that are necessary to perform Services under this Agreement and shall have a right to access any other facilities of the Town only with the permission of the Town’s Project Manager.

- (vi) The Town shall have no responsibility for the loss, theft, mysterious disappearance of, or damage to equipment, tools, materials, supplies, and other personal property of Harris or its employees, agents, subcontractors, or material-men
- (vii) ID Badges. Harris personnel and any subcontractors who are on site shall wear a Town ID Badge identifying them to Town personnel.
- (d) Inquiries by Town - Harris shall respond expeditiously to the Town's inquiries pertaining to this Agreement.
- (e) Subcontractors - Harris may use subcontractors in connection with the work performed under this Agreement. When using subcontractors, however, Harris shall obtain written prior approval from the Town for activities or duties to take place at the Town site. In using subcontractors, Harris shall be responsible for all their acts and omissions to the same extent as if the subcontractors were employees of Harris.
- (f) Names of Subcontractors - Harris agrees to furnish the Town's Project Manager with the name(s) of all Harris or sub-contract personnel and their position title/roles before they come on site for security purposes.
- (g) Approval of Harris Subcontractors and Staff - Town shall have the right to interview and approve all subcontractors, Harris's Project Manager, and employees assigned to Town by Harris prior to commencement of work by Harris, which approval shall not be unreasonably withheld. In the event that an employee, subcontractor or agent of Harris is, in the reasonable opinion of the Town, uncooperative, inept, incompetent, or otherwise unacceptable, Harris, upon notice by the Project Manager agrees to remove such employee, subcontractor or agent from his or her responsibilities associated with the Agreement. In the event of such a removal, Harris shall, within 15 business days, fill this representative vacancy as described above. Regardless of whom Harris has designated as its representative, Harris shall remain the ultimately responsible for performing the tasks and responsibilities presented in this Agreement.
- (h) Developed Solution - This Agreement sets forth the terms and conditions upon which Harris shall provide a "Developed Solution" for installation of the Software for use by the Town. Harris shall provide a complete "Developed Solution" to the Town inclusive of Software and Services as defined in Schedule "C" - Scope of Work. Harris shall take full responsibility for the successful installation of the Software in all phases of design, installation, training, conversion, testing, interface development and configuration but that Town acknowledges and agrees that no solution is 'standard' and that the installation process is intricate and subject to unforeseen circumstances beyond the control and contemplation of Harris. The Town must be fully involved and provide such assistance and information as is necessary for the effective and successful implementation of the Software. The Developed Solution shall also include

software and services provided by third parties under contract with Harris. The parties agree that the Scope of Work is an actual negotiated document detailing the precise Services to be performed by Harris and the related deliverables and milestones.

- (i) Liquidated Damages - The Project Schedule will have three phases as described in the Scope of Work. In the event that Harris shall fail to meet the Phase I Go-Live date per the mutually agreed, approved and documented Go-Live date in the Project Schedule, the amount payable by Town to Harris shall be reduced as follows by only one of the applicable subsections (and where no subsection applies, no liquidated damages are payable):

- i. If Go-Live occurs 31 to 60 days beyond the approved Phase I Go Live date, the amount payable by Town to Harris shall be reduced by \$10,000; or
- ii. If Go-Live occurs 61-90 days beyond the approved Phase I Go Live date, the amount payable by Town to Harris shall be reduced by \$20,000; or
- iii. If Go-Live occurs 91 days or more beyond the approved Phase I Go Live date, the amount payable by Town to Harris shall be reduced by \$50,000.

In no event shall the reduction in the amount payable to Harris by Town for schedule delays in Phase I exceed \$50,000.

In the event that Harris shall fail to meet the Phase II & III (concurrent) Go-Live date per the mutually agreed, approved and documented Go-Live date in the Project Schedule, the amount payable by Town to Harris shall be reduced as follows by only one of the applicable subsections (and where no subsection applies, no liquidated damages are payable):

- i. If Go-Live occurs 31 to 60 days beyond the approved Phase II Go Live date, the amount payable by Town to Harris shall be reduced by \$5,000; or
- ii. If Go-Live occurs 61-90 days beyond the approved Phase II Go Live date, the amount payable by Town to Harris shall be reduced by \$10,000; or
- iii. If Go-Live occurs 91 days or more beyond the approved Phase II Go Live date, the amount payable by Town to Harris shall be reduced by \$20,000.

In no event shall the reduction in the amount payable to Harris by Town for schedule delays in Phase II & III exceed \$20,000.

Notwithstanding the foregoing, said liquidated damages shall not apply if the failure is caused in whole or in part by Town, or the failure is caused in whole or in part by another provider under contract with Town for work related to the Project, or as a result of events of Force Majeure. In the event that Town shall suspend the performance of work, delay any deliverable date, or cause a delay in performance by failing to fulfill any of its obligations under this Agreement, then any applicable delivery schedule shall be extended by a period of time equal to the time lost because of any such delay. All liquidated damages shall be considered to be direct damages paid by Harris.

The total amount of any liquidated damages assessed may be used by the Town as credits to offset software maintenance payments, spread equally across the following two (2) years of maintenance. In the event the Services are not completed or this Agreement is terminated as provided therein, the amount of liquidated damages assessed prior to the date of termination, may first be deducted by the Town from any remaining amount due to Harris for Services performed and accepted as provided under this Agreement. The Town may also deduct and/or withhold from payments remaining due or sums remaining unpaid under this Agreement to Harris as partial or total payment of liquidated damages.

Any disagreements as to the validity and responsibility of the cause of delay to the Go Live date or in relation to a dispute regarding the notices for liquidated damages described above shall first be submitted to mediation pursuant to this Agreement prior to initiating litigation.

3.3 Performance by Town

- (a) Co-operation by Town -- The Town acknowledges that the success and timeliness of the implementation of the Software and Services associated with this Agreement requires the active participation and collaboration of the Town and its employees and agrees to act reasonably and co-operate fully with Harris to achieve the Completion of Services and installation of the Software.
- (b) Required Programs -- The Town acknowledges that the use of the Software requires that the Town obtain and install additional required software programs (the “**Required Programs**”). The description of this Software is contained in Schedule “A”. The Town agrees that its acquisition of the Required Programs is not included in the fees herein.
- (c) Hardware -- The Town acknowledges that the operation of the Software requires the Town’s hardware to be of sufficient quality, condition and repair, and the Town agrees to maintain its hardware in the appropriate quality, condition and repair at its sole cost and expense, in order to facilitate the achievement of

Completion of Services. If Harris determines that Town's hardware is not of sufficient quality, condition and repair, Harris shall notify Town in writing of the Hardware deficiencies. Town shall strive to remedy any hardware deficiencies within 30 days of notification.

(d) Town Project Manager -- The Town's Project Manager shall work closely with Harris to facilitate the successful completion of the implementation process and who shall be responsible for supervising the employees of the Town and their co-operation with and participation in such process.

(e) Additional Town Obligations

(i) Town shall install all corrections and maintenance releases within a reasonable period of time of Town's notification of their availability. However, any fix or correction designated as "critical" by Harris shall be implemented by Town within 30 days of written notification to the Town by Harris of its availability.

(ii) Town shall notify Harris of suspected defects in any of the Software supplied by Harris. Town shall provide, upon Harris's request, additional data deemed necessary or desirable by Harris to reproduce the environment in which such defect occurred.

(iii) Town shall allow the use of online diagnostics on the Software supplied by Harris to Town, if required by Harris during problem diagnosis. Town shall provide to Harris, at Town's expense, access to the Designated Computer System via the Town's firewall to communications software (e.g. Remote Desktop, WebEx, Web Demo).

(iv) Town shall ensure that its personnel are educated and trained in the proper use of the Software in accordance with applicable Harris manuals and instructions. If Town's personnel are not properly trained as mutually determined by Harris and Town, Town agrees that such personnel will be trained by Harris or Town within 15 days of determination. If Town desires Harris to perform the required training then Harris shall be compensated in accordance with this Agreement.

(v) Town shall establish proper backup procedures necessary to replace critical Town data in the event of loss or damage to such data from any cause. Town shall provide Harris with access to qualified functional or technical employees to aid in diagnosis and to assist in repair of the Software in the event of error, defect or malfunction.

(vi) Town shall have the sole responsibility for:

(a) The performance of any tests it deems necessary prior to the use of the Software.

- (b) Assuring proper Designated Computer System installation, configuration, verification, audit controls and operating methods.
- (c) Implementing proper procedures to assure security and accuracy of input and output and restart and recovery in the event of malfunction.
- (d) Timely upgrade and keeping current all third party license releases and/or Software products to meet the requirements of the Software.

3.4 Non-performance Escalation

In the event that the Town reasonably determines that Harris is not performing in a manner consistent with the Agreement, and specifically, to performing its duties as required in the Scope of Work , then the Town shall have the right to, in the sequence shown: (a) formally notify Harris of non-performance, (b) provide 30 days from notification by Town for Harris to correct non-performance after which time the Town reserves the right to withhold any and all disputed payments pending, including support and maintenance agreement fees, until the non-performance is corrected, (c) request a joint meeting of Harris and Town decision makers to attempt to resolve the non-performance, (d) require a Harris employee to be on-site at Town's location until the non-performance is resolved, (e) request a mediation of the dispute, (f) terminate the Agreement in accordance with Article 13, or (g) initiate a legal proceeding to resolve the claim, controversy or dispute.

3.5 Allowance for Suspension or Delay due to Town

In the event that the Town shall suspend the performance of Services, delay any deliverable date, or cause a delay in performance by failing to fulfill any of its obligations under Section 3.3, then the following shall apply: Any applicable delivery dates in the Project Schedule shall be extended by a period of time equal to the time lost because of any such delay. The due date for any deliverable set forth in the Scope of Work and Project Schedule that is dependent on such performance by the Town shall be deemed adjusted equitably to allow for the effect of such delay on Harris's ability to supply or perform such deliverable.

Following such an event, Harris shall have all reasonable travel costs (e.g. airfare, hotel) incurred by it that are non-refundable reimbursed by Town, including for any Services that will be required to be redone as a direct result of the delay by the Town.

3.6 Project Schedule and Acceptance

Harris shall develop a detailed Project Schedule that details both Harris and Town's responsibilities. The Project Schedule should be in sufficient detail to specify the conversion, training, testing, acceptance, and live operation activities. Both Harris and Town agree that a mutually agreeable Project Schedule will be submitted and approved by Town within sixty (60) days of the Contract Date. The Town acknowledges that it is required to negotiate in good faith the Project Schedule. In the event Harris, at its sole fault, is unable to provide the Project Schedule within thirty (60) days, Town will have at its option, the ability to terminate the Agreement and obtain all fees paid to Harris. The Project Schedule will also include the criteria by which the software will be tested and accepted by the Town.

3.7 Support and Maintenance Agreement

Harris and the Town have agreed to enter into a separate Support and Maintenance Agreement which describes the maintenance and support services to be provided by Harris to the Town. Harris shall have no obligation under this Agreement to render any maintenance services or related services with respect to non-Harris software, including Third Party Software included in Schedule "A" except as contracted for in writing with the Town.

3.8 Solution Longevity

Harris certifies that Software prescribed herein shall remain available and supported for a minimum of 5 years from the time the contract is signed and that any material changes to Harris's company or the products of the Advanced Utility Systems business unit shall not affect the Town's implementation or support. This warranty is only valid for so long as the Town has a valid and effective Support and Maintenance agreement and maintenance fees are paid in full.

ARTICLE 4 HARDWARE

4.1 Hardware Recommendation

With respect to the minimum hardware recommended by Harris to Town for purchase as specified in Schedule "E", Harris warrants that it is sufficient to provide adequate capacity to satisfy the current and projected requirements of Town's use of the Software for the Warranty Period. Harris has made a good faith effort in evaluating the transaction volumes, transaction densities, desired responsiveness, equipment requirements, and software constraints in determining the capacity of the proposed equipment and Town acknowledges that Harris has relied on the information provided by the Town and that any warranty is subject to the accuracy of the Town's information. In the event of future software releases, new products or offerings, Harris shall advise Town of any additional required system resources (i.e. additional CPU, disk space, or memory requirements). During the Warranty Period, if, as a result of any future software releases, the recommended configuration proposed by Harris is unable to satisfactorily meet the needs of the Town, Harris shall pay for any required upgrades to the hardware configuration for which Harris shall have the sole authority in determining what upgrades are required to be purchased. Harris is not responsible for hardware costs associated with substantial change in use of the Software by the Town. Except as otherwise provided in this Agreement, Town shall be responsible for the installation of the hardware at the Town's location. If the Town desires Harris to perform any installation not described in this Agreement, Harris and the Town shall follow the procedures set out in this Agreement.

ARTICLE 5 INTENTIONALLY LEFT BLANK

ARTICLE 6 REPRESENTATIONS AND WARRANTIES

6.1 Warranty of Performance

Harris warrants to Town that the Software and Services to be provided and/or rendered will be of the kind and quality referred to in Harris's manuals and the Documentation, and that the Software and Services shall materially comply with the Contract Documents, excluding the Town's RFP, in addition to any other documentation provided to the Town. The Town's remedy in the event the Software does not conform to Harris's representations is the repair and replacement of the Software including correction of any defects.

Harris warrants to the Town that the Software shall perform as described if the Software is properly used in accordance with Harris's instructions. Harris further represents and warrants that the Software, including all modifications contracted under the terms of this Agreement, shall meet the requirements of the Town as set forth in this Agreement. This warranty is void if the Town or any other third party changes or modifies the Software without prior written approval from Harris. Examples of such changes or modifications include, but are not limited to, data modifications from third party software, the de-compiling and modifying of the source code, and tampering with the base set-up of the system. Notwithstanding the foregoing, the parties agree that the Town has the right to develop interfaces to, and/or database applications that integrate with, the Software using Harris's recommended database and development tools without voiding the Support and Maintenance Agreement or the warranties herein, so long as the Town receives prior written approval from Harris.

Harris warrants to the Town that no 'back door' password or other method of remote access into the Software code exists. Harris agrees that any and all access to any software code residing on the Town's server must be granted by the Town to Harris, at the Town's sole discretion.

Harris warrants to the Town that the Software contains no viruses, time bombs, Trojan horses or other disabling devices that could be triggered if the Town fails to make payment or perform any of its obligations.

6.2 Intellectual Property Rights Warranty

Harris warrants:

- (a) that it has the full right, authority and power to enter into this Agreement and to grant to the Town the Licenses and rights conveyed by this Agreement; and
- (b) that the Software is an original work of authorship and does not infringe the intellectual property rights of others.

In the event there is a third party claim alleging that Town's use of the Software (which for the purposes of this paragraph and subsection 6.2 (a) and (b) does not include Third Party Software) in accordance with this Agreement constitutes an infringement of a United States patent, copyright, or trade secret, Harris shall, at its expense, defend Town and pay any final judgments pertaining to Town or any settlement agreed to by Harris; provided that Town promptly notifies Harris of any such claim or proceeding and shall give Harris full and complete

authority, information, and assistance to defend such claim or proceeding. In the event that the Town's use of the Software is finally held to be infringing or Harris deems that it may be held to be infringing, Harris shall, at Harris's election: (1) procure for the Town the right to continue use of the Software; or (2) modify or replace the Software so that it becomes non-infringing; or (3) provide substitute products to the Town which are, in Harris's reasonable commercial opinion, of equal or greater quality; or (4) refund all fees paid to Harris for the Software subject to the court action and terminate the License immediately. In the event that Harris elects to modify or replace the Software so that it becomes non-infringing, Harris shall ensure that the modified or replacement Software is the equivalent in functionality to the original Software. Harris shall be solely responsible for the conversion of the Town to the modified or replacement Software. In the event of (3) or (4), above, Harris shall pay to the Town all reasonable expenses related to the installation and conversion to the new Software.

Harris shall have no liability hereunder if the Town has modified the Software in any manner without the prior written consent of Harris.

With respect to only the Infinity.Link portion of the Software, the following indemnity shall apply: Harris shall indemnify, defend and save harmless the Town, its successors and assigns together with its elected and appointed officials, directors, employees, agents and those for whom it is in law responsible, only from and against any and all Claims which they may incur or suffer or be put to by reason of or in connection with or arising from any allegation by a third party that the Infinity.Link portion of the Software infringes any patent, trademark, copyright, trade secret or other proprietary right held by such third party. Harris acknowledges and agrees that it has received \$10 and such other good and valuable consideration from the Town for this indemnity. This indemnity shall survive any termination of this Agreement.

In order for the above indemnity to be valid, the Town must ensure the following: upon selection of the electronic invoice and payment process ("EIPP") from Town's Internet website, Town's customer must be notified of and consent to being transferred from Town's website to that of a third-party; and upon and after departure from Town's website, the displayed website screens and all documents, emails, and correspondence associated with or relating to the modified payment process (excluding internal documents, emails and correspondence or external documents, emails or correspondence to Town's customers announcing the availability of their electronic invoices) will not include or display in any way the name, trade name, trademark, logo, or any other identifying indicia of Town; and any information regarding a payment transaction that is transmitted or otherwise provided to customers or their financial service provider shall reflect that payment was made to the third-party provider of the electronic invoice and payment process, and shall not reflect or refer to in any way Town, except for a statement identifying Town as the payee, whether through any EIPP process or in any credit card or bank statement of an Town customer, or, as otherwise required by applicable law, on a credit card billing transaction or statement. Nothing above shall preclude Town from reporting customer EIPP payment credits on invoices or billing statements.

The foregoing states Harris's entire liability, and the Town's exclusive remedy, with respect to any claims of infringement of any copyright, patent, trade secret, or other property interest rights relating to the Software, or any part thereof, or use thereof.

6.3 Corrections during the Warranty period

Harris covenants that it shall make corrections of program malfunctions that are reported in writing to Harris during the Warranty Period and that are necessary for the Software to conform to this Agreement so long as the Town has a valid and effective Support and Maintenance agreement and maintenance fees are paid in full. The Town agrees to allow Harris the opportunity to make repeated efforts within a reasonable time to correct programming errors or malfunctions as warranted in this Agreement. Harris agrees that program malfunctions that result in an inoperable system resulting in a financial impact to the Town, or inefficient work-around, shall be given its highest priority with the problem corrected as soon as practicably possible using its most experienced and knowledgeable resources. Harris shall strive to have any and all malfunctions resolved within no more than two days.

6.4 Post Year 2000 Warranty

Harris warrants that all software which Harris either sells or licenses to Town hereunder and used by Town during, or after the calendar year 2000, includes or shall include, at no added cost to Town, design and performance characteristics so Town shall not experience software abnormality and/or generation of incorrect results from the software, due to date oriented processing, in the operation of the business of Town. The software design, to insure year 2000 compatibility, shall include, but is not limited to: data structures (databases, data files, etc.) that provide 4-digit date century; stored data that contain date century recognition, including, but not limited to, data stored in databases and hardware device internal system dates; calculations and program logic (e.g., sort algorithms, calendar generation, event recognition, and all processing actions that use or produce date values) that accommodates same century and multi-century formulas and date values; interfaces that supply data to and receive data from other systems or organizations that prevent non-compliant dates and data from entering any Town system; user interfaces (i.e., screens, reports, etc.) that accurately show 4 digit years; and assurance that the year 2000 shall be correctly treated as a leap year within all calculation and calendar logic.

6.5 No Other Warranties

The express warranties contained above are in lieu of all other representations, warranties and conditions, express or implied, whether arising by statute or otherwise in law or from a course of dealing, or usage of trade. Without limiting the generality of the foregoing, Harris does not represent or warrant and the Town acknowledges that there are no further representations or warranties:

- (a) that the functions contained in the Software shall operate in the combinations that may be selected for use by the Town; or
- (b) that the operation of the Software shall be error free or that:

- (i) any programming errors will be corrected after the Warranty Period, or
 - (ii) any updates of, or modifications to, the Software shall be made available to the Town after the Warranty Period,
- (c) in each case unless there is an effective Support and Maintenance Agreement in place in respect of the period of time during which any such programming errors require correction, or any updates of, or modifications to, the Software, are developed by Harris and made available to the other licensees of the Software.

ARTICLE 7

FEES AND PAYMENTS

7.1 Fees and Payments

- (a) The Town agrees to pay Harris fees as outlined in Schedule “B
- (b) During the term of this Agreement, Harris shall, from time to time, deliver invoices to Town. Each invoice delivered to Town by Harris shall be due and payable within 30 days.
- (c) The Town shall reimburse Harris for its direct expenses estimated at \$90,900, however should anticipated expenses exceed estimate, Harris will provide Town with a Change Order as defined in Section 7.2 prior to incurring any expenses in excess of \$90,900. Direct expenses include, but are not limited to all reasonable travel costs including a travel time rate of \$75.00 per hour to be capped at 5 hours per round trip, meal expenses of not more than \$65.00 per diem (no receipts provided however the total number of per diems invoiced will be provided), a mileage charge based on the current Internal Revenue Service recommended rate per mile, long distance telephone calls and all other reasonable expenses incurred in the performance of Harris's duties.
- (d) In the event ground transportation is necessary, a small to mid-size automobile shall be rented. If air transportation is necessary, coach travel shall be utilized, and all airline flights shall be booked in advance and the lowest possible fare obtainable. All training shall be scheduled minimally one month in advance with Town and therefore, allowing sufficient time for booking airlines. Harris shall provide the Town a detailed invoice, which outlines the individual, date, and related expenses (with the exception of per diems). In the event of a dispute of the invoice, the Town will notify Harris within 15 days of the receipt of such invoice and may ask for further clarification. In the event Town fails to pay all or any portion of an invoice on or before 30 days after the date of the invoice, the invoice payment shall be considered past due.
- (e) In addition to all other amounts payable under this Agreement, to the extent escrow fees are charged by the Escrow Agent to Harris on a per licensee basis or are otherwise charged in such a manner so as to be reasonably allocable to the

Town, the Town shall pay such fees charged by the Escrow Agent for performing its obligations under Section 2.6. Harris shall use its commercially reasonable efforts to negotiate the best possible fee structure with the Escrow Agent. The Escrow Agent may charge a one-time annual fee or a fee based on the number of beneficiaries entitled to access the Source. In either case, Harris shall be entitled to pass on to the Town any fees relating to the Escrow Agent reasonably attributable to the Town, provided that the Town remains entitled to access the Source pursuant to Section 2.6. Upon receiving any invoice from the Escrow Agent that requires payment by the Town, Harris shall submit the relevant invoice to the Town, together with background documentation confirming the amount attributable to the Town. Within 30 days following receipt of such invoice, the Town shall reimburse Harris for the amounts attributable to the Town, as more particularly set out in the documentation submitted by Harris. Harris reserves the right to change the Escrow Agent from time to time in order to obtain the most appropriate package of fees and services, as determined by Harris, in its sole discretion. In the event that the Escrow Agent is replaced, prompt written notice of such replacement shall be provided to the Town and the Town shall execute any documentation reasonably required by the Escrow Agent in order to give effect to the provisions of this Agreement.

- (f) In the event Town fails to pay all or any portion of an undisputed invoice on or before 90 days after the date it becomes due, in addition to all other remedies Harris has under this Agreement or otherwise, Harris shall have the option to suspend or terminate all Services under this Agreement, provided, however, that Harris shall follow the non-performance escalation protocol established in § 3.4. Suspension or termination of any such Services shall not relieve the Town of its obligation to pay any undisputed invoices, including any applicable late charges.
- (g) Harris shall be responsible for paying all taxes, fees, assessments and premiums of any kind payable on its employees and operations. Harris recognizes that Town is a tax exempt entity and Town agrees to provide Harris with evidence of such tax exempt status upon the request of Harris. To the extent that such tax exemption cannot be properly claimed or does not extend to certain taxes or transactions, any tax Harris may be required to collect or pay upon the sale, use or delivery of the Software or Services described in this Agreement shall be paid by Town and such sums shall be due and payable to Harris upon receipt of an invoice therefore. Any personal property taxes levied after delivery of the Software described in this Agreement shall be paid by Town.

7.2 Change Orders

The Agreement may be modified or extended in accordance with the following procedure. Any proposed changes to the Deliverables and/or Services and/or direct expenses defined by this Agreement shall be made by formal amendment of the Agreement (a “Change Order”) signed by the parties and made a permanent part of the Agreement. Harris shall update the Project Schedule accordingly in conjunction with any Change Order. Approval of any such

proposed changes will not be unreasonably withheld (it being acknowledged that any such material changes may require modifications to the consideration paid, and timelines governing, the Services), and any disputes regarding changes shall be handled initially by discussions between the parties which will be convened in good faith by the parties to resolve any such matters in dispute.

ARTICLE 8

REMEDIES AND LIABILITY

8.1 Remedies and Liability

- (a) The termination of this Agreement shall not affect any right of action of either party arising from anything which was done or not done, as the case may be, prior to the termination taking effect.
- (b) The Town and Harris recognize that circumstances may arise entitling the Town to damages for breach or other fault on the part of Harris arising from this Agreement. The parties agree that in all such circumstances the Town's remedies and Harris's liabilities shall be limited as set forth below and that these provisions will survive notwithstanding the termination or other discharge of the obligations of the parties under this Agreement.
 - (i) EXCEPT FOR DAMAGES ARISING OUT OF (a) HARRIS'S BREACH OF ITS CONFIDENTIALITY OBLIGATIONS OR (b) HARRIS'S INTENTIONAL MISREPRESENTATION, GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, BOTH PARTIES AGREE THAT HARRIS'S LIABILITY (UNDER BREACH OF CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE), IF ANY, FOR ANY DAMAGES RELATING TO THIS AGREEMENT SHALL FOR A PERIOD OF SIX MONTHS AFTER GO LIVE NOT EXCEED 1.0 TIMES THE LICENSE FEES PLUS 1.5 TIMES THE SERVICES FEES PAID TO HARRIS BY TOWN UNDER THIS AGREEMENT AFTER WHICH DAMAGES RELATING TO THIS AGREEMENT SHALL NOT EXCEED 1.0 TIMES THE LICENSE FEES PLUS 1.0 TIMES THE SERVICES FEES PAID TO HARRIS UNDER THIS AGREEMENT.
 - (ii) IN ADDITION TO THE FOREGOING NEITHER PARTY SHALL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL OR OTHER DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO LOST REVENUE OR LOSS OF PROFITS, EVEN IF SUCH OTHER PARTY HAS BEEN ADVISED OF THE LIKELIHOOD OF THE OCCURRENCE OF SUCH DAMAGES AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.
 - (iii) CLAUSES (i) AND (ii) SHALL APPLY IN RESPECT OF ANY CLAIM,

DEMAND OR ACTION BY A PARTY IRRESPECTIVE OF THE NATURE OF THE CAUSE OF ACTION UNDERLYING SUCH CLAIM, DEMAND OR ACTION, INCLUDING, BUT NOT LIMITED TO, BREACH OF CONTRACT OR TORT.

8.2 Intent

The parties hereby confirm that the waivers and disclaimers of liability, releases from liability, limitations and apportionments of liability, and exclusive remedy provisions expressed throughout this Agreement shall apply regardless of the cause of the liability.

8.3 Remedies

Where remedies are expressly afforded by this Agreement, such remedies are intended by the parties to be the sole and exclusive remedies of the Town for liabilities of Harris arising out of or in connection with this Agreement, notwithstanding any remedy otherwise available at law or in equity.

ARTICLE 9 INDEMNITY

Harris shall indemnify and save harmless the Town, its successors and assigns together with its elected and appointed officials, directors, employees, agents and those for whom it is in law responsible, from and against any and all liabilities, damages, costs, expenses, causes of action, claims, suits, proceedings and judgments (hereinafter collectively "Claims") that they may incur or suffer or be put to by reason of or in connection with or arising directly from any material breach or non-performance by Harris of any obligation contained in this Agreement to be observed or performed by Harris, or any negligence of Harris or its agents or employees which relates to this Agreement, howsoever arising. Harris shall not be responsible for any Claims resulting, in whole or in part, from the acts or omissions of Town, its employees, Harris or agents or any third party.

ARTICLE 10 TIME OF THE ESSENCE

The parties agree that the milestone dates as listed in the Scope of Work and Project Schedule are important to each party, and that each party shall use commercially reasonable means to achieve such milestone dates. Any extension, waiver or variation of any provision of this Agreement shall not be deemed to affect this provision and there shall be no implied waiver of this provision.

ARTICLE 11 FORCE MAJEURE

11.1 Neither party shall be liable for delay or failure in performance resulting from acts beyond the control of such party (force majeure) including, but not limited to, acts of God, acts

of war or of the public enemy, riots, fire, flood, or other natural disaster, acts of government, strike, walkout, communication line or power failure, failure in operability or destruction of the Town's computer (unless by reason of the negligence of a party to this Agreement) or failure or inoperability of any software other than the Software. Any applicable delivery schedule shall be extended by a period of time equal to the time lost because of any such delay.

11.2 120 Day Maximum

Under no circumstances shall delays caused by a force majeure extend beyond 120 days from the scheduled delivery or completion date of a task, unless by prior to the expiration of the 120 days written notice of permission of the other party. Failure to secure this written prior permission, even in the case of force majeure, shall constitute default by the party failing to meet the requirement.

11.3 Right of Cancellation For Force Majeure

Either party shall have the right to cancel the Agreement if Force Majeure suspends performance of scheduled tasks by one or more parties for a period of 120 or more days from the scheduled date of the task. If a cancellation due to a Force Majeure occurs before title passes to the Town, Town may keep any parts of the system as it can salvage. If cancellation occurs due to a Force Majeure after title passes to the Town, the system shall remain with the Town and Harris shall be entitled to any such payments as have accrued according to the payment schedule.

ARTICLE 12 **CONFIDENTIALITY**

12.1 Duty Owed to the Town

Harris acknowledges that it may receive Confidential Information from the Town or otherwise in connection with this Agreement or the performance of the Services. Except for information which is subject to the Florida Public Records Act or is in the public domain through no fault of the Town by breaching its confidentiality obligations as defined in Sections 2.5 and 12.2 of this Agreement, Harris agrees

- (a) to maintain this information in confidence;
- (b) not to use this information other than in the course of this Agreement;
- (c) not to disclose or release such information except on a need-to-know only basis;
- (d) not to disclose or release such information to any third person without the prior written consent of the Town, except for authorized employees or agents of Harris; and
- (e) to take all appropriate action, whether by instruction, agreement or otherwise, to ensure that third persons with access to the information

under the direction or control or in any contractual privity with Harris, do not disclose or use, directly or indirectly, for any purpose other than for performing the Services during or after the term of this Agreement, any material or information, including the information, without first obtaining the written consent of the Town.

12.2 Duty Owed to Harris

The parties agree that if the Town shall breach any term of Section 2.5 of this Agreement entitled "Ownership of Software and Confidential Information", then Harris shall have the right to terminate this Agreement and the grant of licenses herein forthwith by giving 30 days advance written notice.

The confidentiality covenants contained herein shall survive the termination or cancellation of this Agreement.

ARTICLE 13 **TERMINATION**

13.1 If Harris should neglect to perform the Services properly or otherwise fail to comply with the requirements of this Agreement, the Town shall notify Harris in writing of such default (a "Default Notice"). Upon receipt of a Default Notice, Harris shall correct the default at no additional cost to the Town, or issue a written notice of its own disputing the alleged default, in either case within 30 days immediately following receipt of a Default Notice. If Harris fails to correct the default, or issue a notice disputing the alleged default, in either case within 30 days following receipt of the Default Notice, the Town may terminate the entire Agreement or the part of this Agreement relating to the provision of Services or Software subject to the default and in such case will be responsible for payment to Harris of only that part of the fee earned by Harris for those Services performed up to the time of the date of the Default Notice. In addition, if at any time a voluntary petition in bankruptcy shall be filed against Harris and shall not be dismissed within 30 days, or if Harris shall take advantage of any insolvency law, or if a receiver or trustee of Harris's property shall be appointed and such appointment shall not be vacated within 30 days, the Town shall have the right, in addition to any other rights of whatsoever nature that it may have at law or in equity, to terminate the contract by giving 30 days notice in writing of such termination.

13.2 If the Town should fail to comply with its obligations under this Agreement, Harris shall notify the Town in writing of such default (a "Default Notice"). Upon receipt of a Default Notice, the Town shall correct the default at no additional cost to Harris, or issue a written notice of its own disputing the alleged default, in either case within 30 days immediately following receipt of a Default Notice. If the Town fails to correct the default, or issue a notice disputing the alleged default, in either case within 30 days following receipt of the Default Notice, Harris may terminate the whole of this Agreement including the grant of license to the Software and in such case the Town shall be responsible for payment to Harris of only that part of the fee earned by Harris for that part of the Services performed in accordance with this Agreement up to the time of the date of the Default Notice.

13.3 Notwithstanding the foregoing, should the Town Council not appropriate funding at any time during the term of this Agreement, the Town may terminate this Agreement by giving 30 days' notice in writing via certified mail to Harris. In the event of such termination, the Town shall pay Harris only for all Software installed, Services rendered and all other costs incurred in accordance with this Agreement as of the effective date of termination. Any amounts due by the Town will be paid within 30 days upon the receipt of a final invoice covering the period up to and including the effective date of the termination.

13.4 Procedure on Termination

If this Agreement is terminated prior to the Completion of Services, then within 30 days following such termination, the Town shall return the Software to Harris and shall certify, under the hand of a duly authorized officer of the Town, that all copies of the Software or any part thereof, in any form, within the possession or control of the Town have been returned to Harris. If this Agreement is terminated following the Completion of Services, then the Town may retain the copy of the Software in its possession as of the Completion of Services but it shall not be entitled to any additional Licenses, nor will it receive updates of, or modifications to, the Software made by Harris. Finally, the Town shall not be entitled to access the Source through exercise of the license granted pursuant to this Agreement. Notwithstanding the foregoing, the Town shall remain subject to the obligations imposed upon it pursuant to this Agreement with respect to the Software, including, but not limited to, such obligations relating to ownership of the Software and confidentiality.

ARTICLE 14 **ACCOUNTS AND RECORDS**

Harris shall:

14.1 keep proper and detailed accounts in accordance with accepted accounting practices of all factors entering into the computation of the amounts payable pursuant to this Agreement; and

14.2 for a period of two years from the date of Completion of Services by Harris, preserve all accounts and other documentation relating to the Town and keep them available for inspection by the Town or its representative, at any time subject to the following: the Town must give Harris no less than 30 (thirty) days' notice of its intention to inspect such records and each such inspection shall occur during normal business hours with minimal access to Harris's facilities except where such information may be stored and such audits shall not be conducted any more often than once in any 12 month period. Harris agrees that this obligation shall survive any termination of this Agreement.

ARTICLE 15 **ADDRESS FOR NOTICE**

15.1 Any notice required or permitted to be given to any party to this Agreement shall be given in writing and shall be delivered personally, mailed by prepaid registered post or sent by facsimile to the appropriate address or facsimile number set out below. Any such notice shall be

conclusively deemed to have been given and received on the day on which it is delivered or transmitted (or on the next succeeding business day if delivered or received by facsimile after 5:00 p.m. local time on the date of delivery or receipt, or if delivered or received by facsimile on a day other than a business day), if personally delivered or sent by facsimile or, if mailed, on the third business day following the date of mailing, and addressed, in the case of Harris,

15.2 Note that if Harris anticipates missing a due date, then Harris shall notify Town immediately so that a mutually acceptable revised due date can be agreed to. Consequences to be borne due to failure to receive a notice due to improper notification by the intended receiving party of a new address will be borne by the intended receiving party. The addresses of the parties to this Agreement are as follows:

15.3 For Harris:

N. HARRIS COMPUTER CORPORATION

1 Antares Drive, Suite 400

Ottawa, Ontario K2E 8C4

Attention: CEO

Telephone: 613-226-5511, extension 2149

and in the case of the Town, to:

THE TOWN OF JUPITER, FLORIDA

210 Military Trail

Jupiter, FL 33458

Attention: IT Director

Telephone: 561-741-2339

15.4 Each party may change its particulars respecting notice, by issuing notice to the other party in the manner described in this Article.

ARTICLE 16
ASSIGNMENT

Neither Party may assign any of its rights or duties under this Agreement without the prior written consent of the other Party, such consent not to be unreasonably withheld, except that either Party may assign to a successor entity in the event of its dissolution, acquisition, sale of substantially all of its assets, merger or other change in legal status. The Agreement shall inure to the benefit of and be binding upon the Parties to this Agreement and their respective successors and permitted assigns.

ARTICLE 17
“REORGANIZATION”

INTENTIONALLY LEFT BLANK

ARTICLE 18
BINDING AGREEMENT AND ENUREMENT

This Agreement shall be binding upon the parties hereto and their respective successors and assigns. This Agreement shall enure to the benefit of the parties hereto and their respective successors and permitted assigns.

ARTICLE 19
INDEPENDENT CONTRACTOR

Town engages Harris under this Agreement solely as an independent contractor to perform Harris duties which are described in this Agreement. Town and Harris expressly acknowledge and agree that Harris is the independent contractor of Town and nothing contained in this Agreement or which otherwise exists shall be construed by Town, Harris or any third person or entity to create a relationship of joint venturers, partners, or employer and employee.

ARTICLE 20
AMENDMENTS

A term or condition of this Agreement may be waived or modified only by written consent of both parties. Forbearance or indulgence by either party in any regard shall not constitute a waiver of the term or condition to be performed, and either party may evoke any remedy available under the Agreement or by law despite such forbearance or notice.

ARTICLE 21
RFP RESPONSE

Town has conducted a competitive evaluation and has concluded such efforts with this negotiated Agreement (including any addenda hereto); therefore, this Agreement may serve as the basis for similar agreements whereby other public entities may contract separately with Harris. Town agrees that Harris may disclose all or any portion of this Agreement to any of its current or prospective customers.

Harris's response to Town's RFP is attached (see §34.7) as Schedule 'F'.

ARTICLE 22
PUBLIC RECORDS ACT

Harris understands that all documents produced by Harris pursuant to this Agreement are public records and Harris must permit the inspection and copying of all public records and must maintain all public records pursuant to Chapter 119, Florida Statutes.

Harris shall comply with public records laws Chapter 119, Florida Statutes to the

minimum extent necessary to comply with the provisions of that statute. All records stored electronically must be provided to the Town in a format that is compatible with the information technology systems of the Town. If Harris does not comply with a public records request, the public agency shall enforce the contract provisions in accordance with the contract.

Harris shall indemnify and hold the Town harmless from any damages and/or attorney fees incurred by the Town as a result of any demands, claims, actions or lawsuits of any kind regarding Harris's failure to comply with Chapter 119, F.S. The Town agrees that it shall have the primary responsibility of providing records to the public as required under Chapter 119, F.S.

Harris shall permit the Town or its designated agent to inspect all records maintained by Harris and which the Town has specifically requested that Harris maintain pursuant to this Section and the Town has provided commercially reasonable reasons for which it cannot maintain such public records (at Town's sole expense). Any such audit is subject to the restrictions as set out in section 14.2.

Town shall immediately inform Harris of any request for the public disclosure of Harris's Confidential Information unless expressly prohibited by applicable law. Town agrees to assist Harris at Harris's expense in relation to any request for the disclosure of Harris's Confidential Information (including taking any legal action) and the Town shall not disclose any such Confidential Information until absolutely required to do so. Town agrees that all Software Licensed hereunder are the trade secrets of Harris or a third party licensor and shall protect the Software as such as permitted under Chapter 119, F.S. and as otherwise required under the definition of Confidential Information.

ARTICLE 23

SURVIVAL CLAUSE

All duties and responsibilities of any party that, either expressly or by their nature, extend into the future, shall extend beyond and survive the end of the contract term or cancellation of this Agreement.

ARTICLE 24

NON-DISCRIMINATION BY HARRIS

Neither Harris nor anyone with whom Harris shall contract shall discriminate against any person employed or applying for employment concerning the performance of Harris' responsibilities under this Agreement. This discrimination prohibition shall apply to all matters of initial employment, tenure, and terms of employment, or otherwise with respect to any matter directly or indirectly relating to employment concerning race, color, religion, national origin, age, sex, sexual orientation, ancestry, disability that is unrelated to the individual's ability to perform the duties of a particular job or position, height, weight, marital status, or political affiliation. A breach of this covenant may be regarded as a default by Harris of this Agreement.

ARTICLE 25

ADVERTISING

Harris shall not use, in its external advertising, marketing programs, or other promotional efforts, any data, pictures, or other representation of the Town except on the specific written authorization in advance of the Town of Jupiter. Harris shall not install any signs or other displays within the Town's premises. However, nothing in this clause shall preclude Harris from listing the Town on its routine client list for matters of reference.

ARTICLE 26

ORGANIZATION TRADEMARKS

Town warrants that all trademarks Town requests Harris to affix to articles purchased are those owned by Town and it is understood that Harris shall not acquire or claim any rights, title, or interest therein, or use any of such trademarks on any articles produced for itself or anyone other than Town.

ARTICLE 27

FURTHER ASSURANCES

The parties shall do all such things and provide all such reasonable assurances as may be required to consummate the transactions contemplated hereby, and each party shall provide such further documents or instruments required by any other party as may be reasonably necessary or desirable to effect the purposes of this Agreement and carry out its provisions.

ARTICLE 28

ACCEPTANCE TESTING

Town anticipates performing formal acceptance testing of Deliverables obtained from Harris and on the System as a whole. This acceptance testing shall begin upon formal written notification from Harris to Town that a Deliverable has been completed and is ready for testing. Upon receipt of this notification, Town shall have 30 days in which to complete the acceptance testing for each Deliverable unless such acceptance testing period is otherwise outlined in the Project Schedule. In the event Town determines that a Deliverable does not meet the requirements as defined in the Contract Documents and Documentation, Town shall notify Harris of such in writing, at which time acceptance for that specific Deliverable will be suspended. Harris will then have 30 days to satisfy the deficiency, at which time the acceptance testing shall be resumed for that Deliverable. In no event shall the time period for acceptance testing by the Town after correction of a deficiency by Harris be less than 10 business days or more than 15 business days.

At least 30 days prior to Go-Live for each project phase as described in the Scope of Work ("Project Phase"), project acceptance criteria (the "**PunchList**") shall be mutually agreed to and documented. "**Acceptance**" of a Punch List item shall be considered to occur upon the earlier of completion of a Punch List item to the reasonable satisfaction of the Town or 10 business days from Town's receipt of the Punch List item from Harris unless Town has provided written notification to Harris of any deficiencies. "**Phase System Acceptance**" occurs upon Acceptance of all Punch List items for the Project Phase. "**Final System Acceptance**" occurs

once Phase System Acceptance has occurred for all project phases identified in the Scope of Work. Upon Phase System Acceptance, an amount equal to 10% of the service fees for the project phase will be payable by the Town. Upon Final System Acceptance, an amount equal to 10% of the services fees for all project phases shall be payable by the Town.

ARTICLE 29

CONTRACTOR SAFETY

When Harris is performing work on or adjacent to the hazardous chemical process at the Town's Jupiter Water Treatment Plant ("Plant") Harris is subject to the contractor safety requirements of the Environmental Protection Agency Risk Management Program (40 CRF 68.87) and the Occupational Safety and Health Administration's Process Safety Management Program (29 CRF 1910.119(h)).

- A. Harris's employees shall wear clothing that identifies them with Harris. All Harris employees shall remain in their designated work areas and at no time shall be outside such work area.
- B. Harris shall be responsible for keeping a record of the number of its employees on the site first thing in the morning, after lunch, and at 4:00 pm each day. This information shall be reported to the Town's Project Manager each day at the times noted.
- C. Harris staff who are working on the Plant site shall attend a 30 minute training session provided at no cost by Town utility staff. Harris shall schedule this training with Town utility staff and to the greatest extent practical, shall coordinate the attendance of all Harris employees who are expected to work on the project at any time during the duration of the project. The Town shall have no obligation to accommodate an unreasonable number or redundant training requests. The Town has the right to have any Harris employees or contractor / subcontractor staff removed from the site who have not completed the safety training course.
- D. When Harris's staff are not at the Plant but otherwise providing services at another facility not defined as the Plant for Town, the above restrictions shall not apply.

ARTICLE 30

CODE OF ETHICS / INSPECTOR GENERAL

This Agreement is subject to provisions of State of Florida Statutes (Chapter 112, Part III), and the Palm Beach County Code of Ethics. Harris shall disclose the name of any officer, director, or agent who is also a Town employee. Further, Harris shall disclose the name of any Town employee who owns, directly or indirectly, an interest of 5% or more in Harris's firm or any of its branches.

The Inspector General of Palm Beach County has the authority to investigate and audit matters relating to the negotiation and performance of this Agreement and in furtherance thereof

may demand and obtain records and testimony from Harris and its subcontractors and lower tier subcontractors. Harris understands and agrees that in addition to other remedies and consequences provided by law, the failure of Harris 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 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 of Palm Beach County shall be in violation of Palm Beach 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.

ARTICLE 31

SEVERABILITY

Should any term or provision of this Agreement 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 Agreement, to the extent that the Agreement shall remain operable, enforceable and in full force and effect to the extent permitted by law, except that to the extent that any provision of Article 2 or the limitation of liability is deemed to be of no force or effect, Harris shall have the right to void this Agreement.

ARTICLE 32

COSTS AND ATTORNEYS' FEES

In any action, suit, arbitration, (but not a mediation) or other similar proceeding brought by any party hereto for enforcement of this Agreement, or arising out of or relating hereto or the breach of same, the non-prevailing or unsuccessful party shall agree to promptly pay directly, or promptly reimburse the prevailing or successful party for all court costs and all attorneys' fees and expenses, paid or incurred by the prevailing or successful party in enforcing this Agreement, in addition to other such relief as such prevailing or successful party may be entitled. For purposes of this Section, the determination of which party is to be considered the prevailing or successful party shall be decided by the court of competent jurisdiction or independent party (i.e., arbitrator) that resolves such action, suit, dispute, claim, or litigation, and the court of competent jurisdiction or independent party may also apportion blame on the parties whereby the amounts to be paid shall be in proportion to the degree to which each party is apportioned blame.

ARTICLE 33

OWNERSHIP AND DISPOSITION OF DOCUMENTS

The Town shall be the exclusive owner of all materials and documents which were developed or prepared by Harris specifically for the Town pursuant to this Agreement. All materials and documents which were developed or prepared by Harris for general use and which are not the copyright of any other party or publicly available, including educational materials, the Software and any other computer applications, shall continue to be the property of Harris.

ARTICLE 34

GENERAL TERMS

34.1 Headings

The descriptive headings preceding Articles and Sections of this Agreement are inserted solely for convenience of reference and are not intended as complete or accurate descriptions of the content of such Articles or Sections. The division of this Agreement into Articles and Sections shall not affect the interpretation of this Agreement.

34.2 Plurals and Gender

The use of words in the singular or plural, or referring to a particular gender, shall not limit the scope or exclude the application of any provision of this Agreement to such persons or circumstances as the context otherwise permits.

34.3 Entire Agreement

This Agreement and Harris's Response to the RFP shall constitute the entire agreement between the parties hereto with respect to the matters covered herein. No other agreements, representations, warranties or other matters, oral or written, purportedly agreed to or represented by or on behalf of Harris by any of its employees or agents, or contained in any sales materials or brochures, shall be deemed to bind the parties hereto with respect to the subject matter hereof. Town acknowledges that it is entering into this Agreement solely on the basis of the representations contained herein.

34.4 Governing Law/Venue

This Agreement shall be governed by the laws of the State of Florida. Venue for any actions shall be in Palm Beach County, Florida.

34.5 Trial by Jury

Town and Harris hereby waive, to the fullest extent permitted by applicable law, the right to trial by jury in any action, proceeding or counterclaim filed by any party, whether in contract, tort or otherwise, relating directly or indirectly to this Agreement or any acts or omissions of Harris in connection therewith or contemplated thereby.

34.6 Counterparts

This Agreement may be executed in counterparts (whether by facsimile signature or otherwise), each of which when so executed shall constitute an original and all of which together shall constitute one and the same instrument.

34.7 Schedules

All schedules listed below are hereby incorporated by reference herein.

Schedule A – Description of Software including Third Party Software

Schedule B – Fee Structure and Payment Schedule

Schedule C – Scope of Work

Schedule D - CIS Infinity, Infinity.Link, Infinity.Mobile, Infinity.Teleconnect, Lucy
and iNovah definition and costs

Schedule E – Minimum Recommended Hardware

Schedule F – Harris Proposal to Town

Schedule G – Town RFP

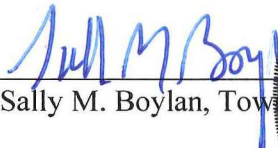
Schedule H – Software and Services not selected

IN WITNESS WHEREOF the parties hereto have duly executed this Agreement on the day and year first written above.

N. HARRIS COMPUTER CORPORATION

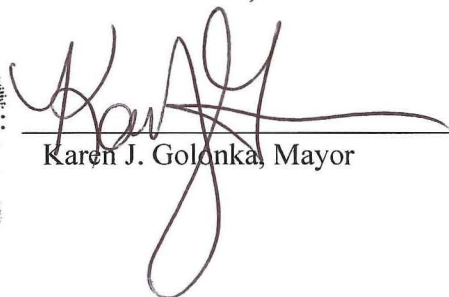
Per: 
Name: Rob DiMurro
Title: President, Harris Utilities

ATTEST:

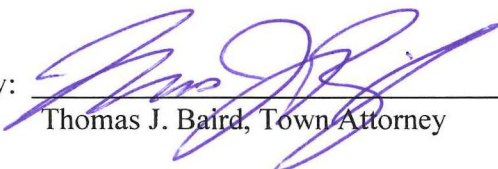
By: 
Sally M. Boylan, Town Clerk
(TOWN SEAL)



TOWN OF JUPITER, FLORIDA


Karen J. Golonka, Mayor

Approved as to form and legal sufficiency:

By: 
Thomas J. Baird, Town Attorney

Schedule "A"
Description of Software including Third Party Software

The following Software will be licensed to Town under this Agreement on the basis as described in the Application Software pricing table in Schedule B:

Software to be provided by Harris

CIS Infinity
 Infinity.Link
 iNovah Enterprise

Third Party Software

Lucity EAM

CIS Infinity is 32 -bit object-oriented software that operates in a Windows 2008 or higher environment. The basic package comprises the following individual modules and sub-modules that perform the basic functions of a billing and customer service operation and includes all related media and other materials:

CIS INFINITY MODULES AND SUB-MODULES	
• Alerts/Actions • Advanced Reports • Billing • Auto Final Bill • Bill Re-print • Bill Journal • Cancel-Re-bill Process • Cycle Billing • Estimating • Exceptions • Final Billing • Pre-Exceptions • Regular Billing • Manual Billing • Flat Rate Billing • Service Add/Remove • Cash Register • Bill Payment • Credit Card Authorization • OCR/Barcode Scanning • Receipt Printing • Sundry Payments • Collections • Arrangements • Assistance Agency • Bankruptcy	• Customer Service Inquiry • Financial Reports • Inventory Management • Backflow Device • Electric Meter • Gas Meter • Instrument Transformer • Key Management • Propane Tank • Solid Waste • Streetlight • Water Heater • Water Meter • Transformer/Loading • Loans • Memberships • Meter Reading • Move In/Move Out • Multiple Receivables • New Services • Payment Processing • Adjustments • Bank File Import • Deposits • Payments • Penalties

CIS INFINITY MODULES AND SUB-MODULES	
• Credit Rating • Disconnect/Reconnect • Late Charge/Discount • Notices • Post-Date Inquiry • Write-Offs • 3rd Party Notification • Contact Management • Correspondence Management	• Post Dated Checks • Third Party File Import • Period End Routines • Point of Sale • Pre-Authorized Payment • Rate Management • Scheduler • Service Orders • Security

INFINITY.LINK	INFINITY.LINK MANAGER
• Customer Registration • Recent Bill inserts • Utility Tips • Did you Know • Read Meter • Request Services • Make Payments • Moving ○ Moving-in Services ○ Moving-out Services • Contact Us • FAQ's • View Past bills • View transactions ○ Export • Check Utility Usage • Usage Details ○ Export ○ Graphical • What is New • Help	• Product implementation • General and Contact • Information • Utility Services • Active Features • Read meter types • Request service types • Contact topics • Pay Bills bank links ○ Content Management • Did you know • Utility usage tips • Frequently Asked Questions • What is new • Recent bill inserts • Privacy Policy • Terms of use ○ Customer Maintenance ○ Customer Correspondence

Required Programs for all Software

Application Server Operating System:

Windows Server 2008 or Higher with Microsoft Internet Information Service (IIS 7.5)

Database Server:

- a) Windows Server 2008/2012 running Microsoft SQL Server 2008 or Higher or;
- b) Windows Server 2008/2012 or Higher running Oracle 9 or Higher or;
- c) Unix/Linux/AIX (any version) running Oracle 9 or Higher

Network: Widely accepted network infrastructure utilizing TCP/IP as its primary communication protocol.

Workstation Operating System: Windows XP or Higher (Vista, Windows 7, Windows 8)

Recommended Workstation Software:

- a) Microsoft Office (Word/Excel) 2007 or Higher (2010/2013)
- b) NET 4.0 Framework Installed

Required Programs for Lucity EAM

ArcGIS Desktop (Version 10 or higher)

ArcGIS Server (Version 10 or higher), minimum Standard Workgroup.

Required Programs for iNovah

Microsoft Internet Explorer 8.0 or higher

CIS Infinity User Permissions

Each user of CIS Infinity will require the following rights on the CIS Infinity folder on the network (for example:

\\cisappserver\CISInfinity - for Production

\\Cisappserver\CISTest - for Test

- Read
- Write
- Modify

Each user will require the following rights to the defined local CIS folder of the local workstation they are working from:

- Read
- Write
- Modify

Required Programs for Infinity.Link

Application Server Operating System:

- a) Windows Server 2008 or Higher with Microsoft Internet Information Service (IIS 7.5)
- b) .NET 4.x Framework Installed

Network: Widely accepted network infrastructure utilizing the TCP/IP as its primary communication protocol.

Supported browsers:

- a) Latest versions of common browsers - Microsoft Internet Explorer, Mozilla Firefox, Google Chrome, Apple Safari
- b) Any of the above browsers that are available on popular smartphones and tablets

* All software must be running the latest recommended patches from the respective provider of such software.

Internet payment processing and payment clearing is provided, at no extra license fee, for Infinity.Link and applicable CIS Infinity functionality via the Harris Payment Gateway. Any interface to another payment processing vendor is an additional fee of a minimum \$30,000. This fee could be higher if development is required. An annual maintenance fee of 25% of this additional fee is required.

Optional Workstation Software:

Crystal Reports – Reports Designer

A comprehensive list of all optional workstation software cannot be provided; it is possible other workstation software may be required for specific client interfaces.

* All software must be running the latest recommended patches from the respective provider of such software.

Schedule "B"

Fee Structure and Payment Schedule

Advanced Utility Systems, a division of N. Harris Computer Corporation			
Proposal Summary			
Cost Category	One-Time Cost	On-Going Annual Cost	Comments
Hardware	\$7,962		Consultant does not provide server hardware.
Application Software	\$399,520	\$100,863	
Other Software	\$7,500	\$24,675	TWI - Hosted inbound/outbound IVR solution to replace Selectron
Implementation Services	\$455,925	N/A	
Train-the-Trainer & End-User Training	\$108,011	N/A	
Interfaces	\$102,465	\$0	
Modifications	\$7,500	\$0	
Other Implementation Services	\$42,695	N/A	
Travel & Lodging Costs:	\$90,900	N/A	Consultant will be paid only for those costs incurred.
Discount (if applicable):	\$0	N/A	
Total	\$1,222,478	\$125,538	

Advanced Utility Systems, a division of N. Harris Computer Corporation					
Hardware					
Hardware Type	Required Quantity	Unit Price	One-Time Cost	On-Going Annual Cost	Comments
TPG A776 Receipt Printer (USB)	6	\$474	\$2,844		4 devices for operations and 2 for backup/repair/training -There is a annual replacement option if desired.
APG Cash Drawer	6	\$232	\$1,392		4 devices for operations and 2 for backup/repair/training.
Canon CR-50 Check Scanner/OCR Reader	6	\$537	\$3,222		4 devices for operations and 2 for backup/repair/training -There is a annual replacement option if desired.
ID TECH Triple Track Mag Stripe Reader	6	\$84	\$504		For credit card only - PIN Debit requires the procurement of a encrypted VeriFone MX870 or 850 from approved payment gateway provider
Total	24	N/A	\$7,962	\$0	

Advanced Utility Systems, a division of N. Harris Computer Corporation										
Module Summary	Application Software		Implementation Services			Training Services			Totals	
	One-Time Cost	On-Going Annual Cost	Estimated Hours	Hourly Rate	Extended Cost	Estimated Hours	Hourly Rate	Extended Cost	One-Time Costs	On-Going Annual Costs
Asset Management	\$24,640	\$6,400	54	\$127	\$6,891	86	\$127	\$10,954	\$42,485	\$6,400
Cash Receipting	\$133,650	\$33,413	262	\$180	\$47,160	48	\$180	\$8,640	\$189,450	\$33,413
Facility Management	\$11,550	\$3,000	25	\$127	\$3,230	40	\$127	\$5,136	\$19,915	\$3,000
Fleet & Equipment	\$13,860	\$3,600	31	\$127	\$3,876	49	\$127	\$6,162	\$23,898	\$3,600
Request for Service	\$7,700	\$2,000	17	\$127	\$2,154	27	\$127	\$3,424	\$13,278	\$2,000
Utility Billing	\$140,000	\$35,000	2,480	\$150	\$372,000	400	\$150	\$60,000	\$572,000	\$35,000
Work Order	\$30,800	\$8,000	68	\$127	\$8,614	108	\$127	\$13,694	\$53,109	\$8,000
Infinity.Link - Customer Self Service	\$25,000	\$6,250	80	\$150	\$12,000	0	\$0	\$0	\$37,000	\$6,250
GIS	\$12,320	\$3,200	0	\$0	\$0	0	\$0	\$0	\$12,320	\$3,200
Total	\$399,520	\$100,863	3,017	N/A	\$455,925	758	N/A	\$108,011	\$963,456	\$100,863

Advanced Utility Systems, a division of N. Harris Computer Corporation			
Application Software			
Cost Category	One-Time Cost	On-Going Annual Cost	Comments
Asset Management	\$24,640	\$6,400	12 Concurrent Users
Cash Receipting	\$133,650	\$33,413	400,000 Annual Receipts, Unlimited Users, Unlimited Workstations
Facility Management	\$11,550	\$3,000	Site license
Fleet & Equipment	\$13,860	\$3,600	Site license
Request for Service	\$7,700	\$2,000	Site license
Utility Billing	\$140,000	\$35,000	CIS Infinity, 20 Concurrent User License and Teleconnect API Site License
Work Order	\$30,800	\$8,000	Site license
Infinity.Link - Customer Self Service	\$25,000	\$6,250	Site license - Utility Web Customer Self Service
GIS	\$12,320	\$3,200	GIS software built on ESRI ArcGIS desktop (ArcView, ArcEditor, ArcInfo) and web (ArcServer). Cost Includes two (2) editor license and a site license for viewers.
Total	\$399,520	\$100,863	

Advanced Utility Systems, a division of N. Harris Computer Corporation					
Other Software					
Software Name	Required Quantity	Unit Price	One-Time Cost	On-Going Annual Cost	Comments
Source Code Escrow			\$0		No additional charge
Workstation Software			\$0		No additional software required
Report Writer			\$0		Runtime included
Forms Generator			\$0		Not required
Infinity.Teleconnect IVR - Hosted Inbound	1	\$7,500	\$7,500	\$20,300	Optional replacement for Selectron. Requires use of a natively-supported payment gateway (TWI Payment processing services, CSI, Authorize.NET, or PayFlow PRO).
Alertworks IVR - Hosted Outbound			\$0	\$4,375	Optional replacement for Selectron. 21,000 minutes included annually with subscription. Minute packages are replenished to the full package size at the beginning of each subscription year. Minutes used in excess of those included in a package in a given subscription year will be billed at \$.18/minute.
Total	1	N/A	\$7,500	\$24,675	

Advanced Utility Systems, a division of N. Harris Computer Corporation				
Implementation Services				
Cost Category	Estimated Hours	Hourly Rate	Extended Cost	Comments
Asset Management	54	\$127	\$6,891	
Cash Receipting	262	\$180	\$47,160	
Facility Management	25	\$127	\$3,230	
Fleet & Equipment	31	\$127	\$3,876	
Request for Service	17	\$127	\$2,154	
Utility Billing	2,480	\$150	\$372,000	
Work Order	68	\$127	\$8,614	
Infinity.Link - Customer Self Service	80	\$150	\$12,000	
GIS			\$0	
Total	3,017	N/A	\$455,925	

Advanced Utility Systems, a division of N. Harris Computer Corporation				
Train-the-Trainer Training				
Cost Category	Estimated Hours	Hourly Rate	Extended Cost	Comments
Asset Management	29	\$127	\$3,746	
Cash Receipting	48	\$180	\$8,640	
Facility Management	14	\$127	\$1,756	
Fleet & Equipment	17	\$127	\$2,107	
Request for Service	9	\$127	\$1,171	
Utility Billing	0	\$150	\$0	
Work Order	37	\$127	\$4,682	
Infinity.Link - Customer Self Service			\$0	Included with UB
GIS			\$0	
Total	154	N/A	\$22,103	

Advanced Utility Systems, a division of N. Harris Computer Corporation				
End-User Training				
Cost Category	Estimated Hours	Hourly Rate	Extended Cost	Comments
Asset Management	57	\$127	\$7,209	
Cash Receipting	0	\$0	\$0	
Facility Management	27	\$127	\$3,379	
Fleet & Equipment	32	\$127	\$4,055	
Request for Service	18	\$127	\$2,253	
Utility Billing	400	\$150	\$60,000	
Work Order	71	\$127	\$9,012	
Infinity.Link - Customer Self Service			\$0	Included with UB
GIS			\$0	
Total	604	N/A	\$85,908	

Advanced Utility Systems, a division of N. Harris Computer Corporation								
Interfaces								
Data Flow Item #	Data Flow Description	Source Application	Target Application	Estimated Hours	Hourly Rate	One-Time Cost	On-Going Annual Cost	Comments
1	Association of various electronic documents in OnBase to both reference and transactional data in all modules of the system	OnBase or Tyler Content Manager	All - Lucity	50	\$127	\$6,350	\$0	\$5,750 included in Cash Receipt software license
4	Association of addresses, parcels and assets (multiple layers) of GIS	ESRI GIS	Utility Billing, Work Order, Asset Management & Request for Service	100	\$141	\$14,100	\$0	Blended rate (60@ \$150 + 40 @ 127)
5	Association of addresses, parcels and assets (multiple layers) of GIS	Utility Billing, Work Order, Asset Management & Request for Service	ESRI GIS	40	\$127	\$5,080	\$0	
7b	Upload interval meter reads	Master Meter's Meter Reading Software	Utility Billing	50	\$150	\$7,500	\$0	A one-way batch file interface between CIS Infinity and Master Meter's meter reading software will be configured to import interval meter reading data. The interface will support the import of a text file containing interval reading data for accounts being read with Master Meter. The interval reading data will be stored in the Interval Readings Table in CIS Infinity.
14	From the utility billing system, when an account has high usage, is delinquent, will be shut off, etc. the IVR system will call the customer.	Utility Billing	Selectron	60	\$150	\$9,000	\$0	Real time, 2 way interface. Also requires Infinity.Teleconnect API.

Interfaces								
Data Flow Item #	Data Flow Description	Source Application	Target Application	Estimated Hours	Hourly Rate	One-Time Cost	On-Going Annual Cost	Comments
18	When a work order needs to be billed to a third party, the information should automatically create a transaction into the Tyler/MUNIS General Billing application	Work Order	MUNIS General Billing	40	\$127	\$5,080	\$0	
19	When a work order is using parts from inventory, the Tyler/MUNIS inventory system should be updated	Work Order	MUNIS Inventory	40	\$127	\$5,080	\$0	
20	When a work order has labor hours, these can be exported from the Work Order module and imported into the Tyler/MUNIS payroll/time entry system.	Work Order	MUNIS Payroll	20	\$127	\$2,540	\$0	
21	Pull current hourly rates for employees from the Tyler/MUNIS payroll system to the work order system	Payroll	Work Order	20	\$127	\$2,540	\$0	
22	When a work order has a project or grant assigned to it, the information can be exported from the work order module and imported into the Tyler/MUNIS Project and Grant module.	Work Order	MUNIS Project / Grant	80	\$127	\$10,160	\$0	
23	Import the check image file into the cash receipting system and update the Utility Billing customer information and attach the image to the customer's record as well.	RemitPlus (Check 21)	Cash Receipting and Utility Billing	0	\$150	\$0	\$0	\$5,750 included in Cash Receipt software license
24	Export cash receipting general ledger account information to import to the Tyler/MUNIS GL	Cash Receipting	MUNIS General Ledger	0	\$0	\$0	\$0	\$5,750 included in Cash Receipt software license
26	Integrate electronic payment files from IVR Software	Selectron	Cash Receipting	0	\$0	\$0	\$0	\$5,750 included in Cash Receipt software license
27a	Over the counter credit card payment authorization	Chase Paymentech	Cash Receipting	0	\$0	\$0	\$0	\$5,750 included in Cash Receipt software license
27b	Credit Card payments via Infinity.Link	Chase Paymentech	Infinity.Link	60	\$150	\$9,000	\$0	Configuration of interface from Infinity.Link to Chase Paymentech via the Harris Payment Gateway utilizing the interface in 27a.
28	Event registration payments	Paypal	Cash Receipting	0	\$0	\$0	\$0	\$5,750 included in Cash Receipt software license
29	Export the cash receipting information for the Parking Tickets so it can be imported into the OSSI application	Cash Receipting	OSSI	0	\$0	\$0	\$0	\$5,750 included in Cash Receipt software license
33	When a request for service is made, the ability to associate it with an enterprise assets to allow for tracking and administration of constituent service requests on GIS based assets	Request for Service	Asset Management	50	\$127	\$6,350	\$0	
34	System integrates with financial Fixed Asset modules to associate enterprise asset to depreciation schedule, etc.	MUNIS Fixed Assets	Asset Management	40	\$127	\$5,080	\$0	

Advanced Utility Systems, a division of N. Harris Computer Corporation								
Interfaces								
Data Flow Item #	Data Flow Description	Source Application	Target Application	Estimated Hours	Hourly Rate	One-Time Cost	On-Going Annual Cost	Comments
37	System interfaces with the system's Human Resources module to identify certifications, license, accident and incident information for equipment operators	Fleet & Equipment	MUNIS Human Resources	20	\$127	\$2,540	\$0	
38	Billing function in the Fleet module interfaces with the General Ledger to accommodate the necessary inter-fund transfers	Fleet & Equipment	MUNIS GL	40	\$127	\$5,080	\$0	
39	System integrates with MUNIS General Ledger for account validation, cost tracking and activity posting	Fleet & Equipment, Facilities, Asset Management, Work Orders	MUNIS GL	40	\$127	\$5,080	\$0	
43	Import fuel usage data— vehicle ID, driver, date, fuel type, gallons, pump ID, tank ID to the fleet management system	FuelTrak	Fleet Management	15	\$127	\$1,905	\$0	
44a	Two way integration between central cash receipting and community development service fee collections	EnerGov/Cash Receipting	Cash Receipting/EnerGov	0	\$0	\$0	\$0	Included in application fees
45	Accept payments in central cashing for Munis General Billing receipts and update those customer account balances	Cash receipting	Munis	50	\$150	\$0	\$0	Included in application fees
Total				815	N/A	\$102,465	\$0	

Advanced Utility Systems, a division of N. Harris Computer Corporation							
Modifications							
Module	Spec #	Description	Estimated Hours	Hourly Rate	One-Time Cost	On-Going Annual Cost	Comments
Utility Billing	79	Ability to stop accrual of deposit interest during the period of delinquency	50	\$150	\$7,500	\$0	CIS Infinity
Total			50	N/A	\$7,500	\$0	

Advanced Utility Systems, a division of N. Harris Computer Corporation				
Other Implementation Services				
Cost Category	Estimated Hours	Hourly Rate	Extended Cost	Comments
Project Management	128	\$150	\$19,200	
Software Installation and Hardware Design/Install Coordination	23	\$127	\$2,921	
Data Conversion	80	\$127	\$10,160	
Report Development Assistance	40	\$127	\$5,080	
Testing Assistance	42	\$127	\$5,334	
Total	313	N/A	\$42,695	

Advanced Utility Systems, a division of N. Harris Computer Corporation				
Other Implementation Services				
Cost Category	Estimated Hours	Hourly Rate	Extended Cost	Comments
Project Management Prime	128	\$150	\$19,200	
Software Installation and Hardware Design/Install Coordination	23	\$127	\$2,921	
Data Conversion	80	\$127	\$10,160	
Report Development Assistance	40	\$127	\$5,080	
Testing Assistance	42	\$127	\$5,334	
Total	313	N/A	\$42,695	

Summation 360 a TWI Innovation – Hosted Infinity.Teleconnect IVR and Hosted <i>alertworks</i>		
Product or Service	One-Time Fee	Annual Fee
Hosted Inbound Infinity.Teleconnect IVR*	\$7,500	\$20,300
Hosted <i>alertworks</i> (includes 21,000 minutes/year)**	n/a	\$4,375
Totals	\$7,500	\$24,675

Notes:

*Assumes use of a natively-supported payment gateway (CONTRACTOR Payment Processing Services, USA ePay, CSI, Authorize.NET, or PayFlow PRO). Use of a different gateway may require revised pricing.

**Minutes are included as long as TOWN maintains an active subscription for Infinity.Teleconnect IVR. In Year 1, CONTRACTOR will allow usage in excess of the stated amount per terms and conditions below.

**Consolidated Fee & Payment
Schedule**

		Module				
		iNovah	CIS Infinity	Lucity	TWI	Total
A.	License Fees:					
	On execution of this agreement: (25% of license fee)	33,412	41,250	25,217	1,875	101,754
	On completion of Installation: (50% of license fee)	66,825	82,500	50,435	3,750	203,510
	At Go-Live: (25% of license fee)	33,413	41,250	25,218	1,875	101,756
	Total:	133,650	165,000	100,870	7,500	407,020
B.	Implementation, Training Fees, Modification & Interface Fees (Services Retainage Milestones will apply to each Project Phase and will be paid as described in Article 28 and as detailed below)					
	Invoiced as specified in below[1]	55,800	505,200	155,596	-	716,596
C.	Hardware Fees:					
	Invoiced upon delivery FOB (Net 30)	7,962	-	-	-	7,962
D.	Travel Fees:					
	Estimated Total - Town to be Billed Monthly as Incurred	4,000	75,000	11,900	-	90,900
	Total:	201,412	745,200	268,366	7,500	1,222,478
E.	Annual Support and Maintenance Fee:					
	Due upon Go Live	33,413	41,250	26,200	24,675	125,538

Reference	iNovah Milestones	Invoice Amount
Services	Services - Town will be billed monthly on a % of completion basis less 20% retainage (i.e. one invoice per month)	\$ 44,640
	Retainage - 10% - Final Acceptance of Phase 1	\$ 5,580
	Retainage - 10% - Final Acceptance - All Phases (1,2,3)	\$ 5,580
	Total Services	\$ 55,800
Hardware	Town will be invoiced on Delivery (FOB)	\$ 7,962
Travel	Travel Related Expenses - Monthly as Incurred	\$ 4,000

Reference	(CIS Infinity) AUS Services Milestones Town will be billed monthly for all milestones completed during the month (i.e. one invoice per month)	Invoice Amount
MP1	Project Management Month 1	\$ 8,000
MP2	Project Management Month 2	\$ 4,800
MP3	Project Management Month 3	\$ 4,800
MP4	Project Management Month 4	\$ 4,800
MP5	Project Management Month 5	\$ 4,800
MP6	Project Management Month 6	\$ 4,800
MP7	Project Management Month 7	\$ 4,800
MP8	Project Management Month 8	\$ 4,800
MP9	Project Management Month 9	\$ 4,800
MP10	Project Management Month 10	\$ 4,800
MP11	Project Management Month 11	\$ 4,800
MP12	Project Management Month 12	\$ 4,800
MP13	Project Management Month 13	\$ 1,360
MP14	Project Management Month 14	\$ 1,200
MP15	Project Management Month 15	\$ 1,200

Reference	(CIS Infinity) AUS Services Milestones	Invoice Amount
	Town will be billed monthly for all milestones completed during the month (i.e. one invoice per month)	
MP16	Project Management Month 16	\$ 1,200
MP17	Project Management Month 17	\$ 1,200
MP18	Project Management Month 18	\$ 1,200
MP19	Project Management Month 19	\$ 1,200
MP20	Project Management Month 20	\$ 1,200
MP21	Project Management Month 21	\$ 1,200
MP22	Project Management Month 22	\$ 1,200
MP23	Project Management Month 23	\$ 1,200
MP24	Project Management Month 24	\$ 1,200
MP25	AUS - Installation of CIS Infinity Sign off	\$ 5,600
MP26	AUS - Delivery of Functional Discovery Workshops	\$ 40,000
MP27	AUS - Functional Discovery Document Signoff	\$ 8,000
MP28	AUS - Delivery of Data Conversion Workshop	\$ 8,000
MP29	AUS - Data Conversion Plan Sign off	\$ 12,000
MP30	AUS - Interface & Modification Workshop	\$ 6,000
MP31	AUS - Functional & Technical Specification Signoff	\$ 8,000
MP32	AUS - Mock - up of Custom Report Signoff	\$ 4,000
MP33	AUS - Initial Configuration Rollout	\$ 32,000
MP34	AUS - Completion of Core Team Training	\$ 24,000
MP35	AUS - Data Refresh # 2 Load (Functional Testing)	\$ 8,000
MP36	AUS - Functional Testing Sign off	\$ 24,000
MP37	AUS - Custom Reports Completion & Signoff	\$ 8,000
MP38	AUS - Data Refresh # 3 Load (ITC #1)	\$ 8,000
MP39	AUS - Integration Testing Cycle 1 Sign off	\$ 20,000
MP40	AUS - Deployment of Interfaces & Modifications	\$ 16,000
MP41	AUS - Data Refresh # 4 Load (ITC #2)	\$ 6,000
MP42	AUS - Integration Testing Cycle 2 Signoff	\$ 16,000
MP43	AUS - Data Refresh # 5 Load (UAT)	\$ 6,000
MP44	AUS - User Acceptance Testing Sign off	\$ 16,000
MP45	AUS - Completion of Week 2 End User Training	\$ 12,000
MP46	AUS - Completion of Week 4 End User Training	\$ 12,000
MP47	AUS - Go Live - Phase 1	\$ 16,000
MP48	AUS - Completion of Post Live Support - Phase I	\$ 9,600
MP49	AUS - Acceptance of Phase II interfaces	\$ 3,600
MP50	Retainage - 10% - Final Acceptance - Phase 1	\$ 50,520
MP51	Retainage - 10% - Final Acceptance - All Phases (1, 2, 3)	\$ 50,520
	Total Services	\$ 505,200
Travel	Travel Related Expenses - Monthly as Incurred	\$ 75,000

Reference	Lucity Services Milestones	Invoice Amount
	Town will be billed monthly for all milestones completed during the month (i.e. one invoice per month)	
MP1	Installation of Lucity server products	\$ 2,328
MP2	Completion of Kickoff meeting	\$ 2,328
MP3	Configuration & SOPs (onsite trip #1)	\$ 6,578
MP4	Configuration & SOPs (onsite trip #2)	\$ 6,578
MP5	Data Conversion Plan Sign off	\$ 4,048
MP6	ESRI Interface Configuration	\$ 8,096
MP7	Mock - up of Custom Report Signoff	\$ 2,024
MP8	Third-party Interface Design	\$ 23,526
MP9	Integration Testing Completion	\$ 4,250
MP10	Data Conversion Delivery	\$ 4,048
MP11	Third-party Interface Completion	\$ 23,023
MP12	Completion of Core Team Training #1	\$ 5,364
MP13	Custom Reports Completion & Signoff	\$ 2,024
MP14	Completion of Core Team Training #2	\$ 5,364
MP15	Completion of User Training #1	\$ 5,162
MP16	Completion of User Training #2	\$ 5,162
MP17	Completion of User Training #3	\$ 5,162
MP18	Completion of User Training #4	\$ 5,162
MP19	Completion of Post Live Support/Training	\$ 4,250
MP20	Retainage - 20% - Final Acceptance of Phase 2	\$ 31,119
	Totals Services	\$ 155,596
Travel	Travel Related Expenses - Monthly as Incurred	\$ 11,900

**Schedule “C”
Scope of Work**

See Attached

Schedule “D”
CIS Infinity, Infinity.Link, Infinity.Mobile, Infinity.Teleconnect, Lucity and iNovah
definition and costs

Server License is defined as one (1) server hosting CIS Infinity’s server application and/or database. The Server License allows unlimited individual CIS Infinity databases provided each is installed on the same server.

Concurrent User is defined as anyone authorized by the Town who is logged onto the Software, regardless of the type of interface (i.e., graphical user interface or browser user interface).

Concurrent User License is defined as one (1) Concurrent User logged into the Software. A Concurrent User License permits the Town to use the Software on the Designated Computer System, provided that the number of users who may be simultaneously using the Software is limited to the number of Concurrent Users specified for such Software on Schedule “B” (Fee Structure and Payment Schedule).

Infinity.Link Site License is defined as one (1) installation of Infinity.Link running on one (1) production server. Unlimited internet or network connections are permitted for one (1) license.

Infinity.Mobile Site License is defined as one (1) installation of Infinity.Mobile running on one (1) production server. Unlimited internet or network connections are permitted for one (1) license.

Infinity.Teleconnect Site License is defined as one (1) installation of Infinity.Teleconnect running on one (1) production server. Unlimited internet or network connections are permitted for one (1) license.

Notwithstanding anything to the contrary, no additional license or fees shall be required for installation and/or use of the Software for the purposes of disaster recovery.

The below price listing is provided for reference purposes only and is subject to change at any time upon notification from Harris and does not supersede the pricing provided in Schedule “B”.

One (1) CIS Infinity Concurrent User license costs \$3,500.00

CIS Infinity Server License fee tiers:

Tier 1: Server License fee to accommodate 1 to 10 users, inclusive is \$50,000.

Tier 2: Server License fee to accommodate 11 to 20 users, inclusive is \$75,000

Tier 3: Server License fee to accommodate 21 to 30 users, inclusive is \$100,000

Tier 4: Server License fee to accommodate 31 to 35 users, inclusive is \$125,000

Tier 5: Server License fee to accommodate 36 to 40 users, inclusive is \$145,000

Tier 6: Server License fee to accommodate 41 to 50 users, inclusive is \$150,000

Tier 7: Server License fee to accommodate 51 to 60 users, inclusive is \$175,000

Tier 8: Server License fee to accommodate 61 to 70 users, inclusive is \$200,000

Tier 9: Server License fee to accommodate 71 to 75 users, inclusive is \$250,000

Tier 10: Server License fee to accommodate 76 to 85 users, inclusive is \$275,000

Tier 11: Server License fee to accommodate 86 to 90 users, inclusive is \$285,000

Tier 12: Server License fee to accommodate 91 to 95 users, inclusive is \$305,000

Tier 13: Server License fee to accommodate 96 to 100 users, inclusive is \$340,000

Additional server license fee tiers are available for a higher number of users upon request.

Server license fees are cumulative. Server license fees paid previously by the Town are deducted from the new server license fee if Town increases the number of users and goes to a new server license fee tier, as described above.

Example:

Initial 10 Users License Cost

$$\$50,000 + (10 \text{ Users} * \$3,500) = \$85,000$$

Cost to purchase an additional 5 Users License Cost

$$(\$75,000 - \$50,000) + (5 \text{ Users} * \$3,500) = \$42,500$$

The annual maintenance fee for CIS Infinity is 25% of the total license fees (CIS Infinity Server License fee plus total CIS Infinity Concurrent User License fees) due for CIS Infinity and is subject to the terms described in the Support and Maintenance Agreement.

The standard rate for ongoing services provided to the Town outside of this agreement is at a minimum of \$150.00/hour for 24 months following the completion of this agreement.

Travel time, or the time it takes to get to and from the Town's location or locations is \$75.00/hour to be capped at 5 hours. One (1) Infinity.Link Site License fee is \$25,000. The annual maintenance fee for Infinity.Link is \$6,250 and is subject to the terms described in the Support and Maintenance Agreement.

The standard fee for services to install Infinity.Link is \$22,500. Other hours may be required depending on the scope of the work requested by the Town.

One (1) Infinity.Mobile Site License fee is \$30,000. Unless otherwise specified in the Support and Maintenance Agreement, the annual maintenance fee for Infinity.Mobile is \$10,000 and is subject to the terms described in the Support and Maintenance Agreement.

The standard fee for services to install Infinity.Mobile is \$15,000 at our standard rate. Other hours may be required depending on the scope of the work requested by the Town.

One (1) Infinity.Teleconnect Site License fee is \$5,000. The annual maintenance fee for Infinity.Teleconnect is \$1,250 and is subject to the terms described in the Support and Maintenance Agreement.

Lucity:

Water	Per Seat	\$3,000.00
Storm	Per Seat	\$3,000.00
Refuse & Recycling	Per Seat	\$3,000.00
Streets & Roads, Bridges & Right-of-Way	Per Seat	\$4,000.00
Pavement Analysis	Per Seat	\$3,000.00
Signs, Signals & Street Lights	Per Seat	\$4,000.00
Parks & Trees	Per Seat	\$4,000.00
GIS Desktop	Per Seat	\$3,000.00

The annual maintenance fee is 25% of the total license fees and is subject to the terms described in the Support and Maintenance Agreement.

Price for an additional user for Asset Management is \$2,050

iNovah

400,001 to 500,000 Receipts per Year	\$11,500
500,001 to 750,000 Receipts per Year	\$35,000

The annual maintenance fee is 25% of the total license fees and is subject to the terms described in the Support and Maintenance Agreement.

Schedule “E”
Minimum Recommended Hardware

CIS Infinity Production Hardware Specifications

CIS Infinity Application Server: Up to 50K Accounts			
Processor	2 CPU / Cores @ 2-3 GHz		
RAM	4GB		
Disk Space			
CIS Infinity Folders (Folders may vary based on use, retention period and types of files attached)	Standard Folders	Letters (average file size)	Attachments (average file size)
	1-3GB	30 - 100KB	171KB
CIS Infinity Launcher	3MB		
Web Service	25MB		

**Recommend that CIS Infinity reside on its own application server.*

CIS Infinity Database Server: Up to 50K Accounts		
Processor	2-4 CPU / Cores @ 2-3 GHz	
RAM	8GB	
Disk Space		
CIS Infinity (monthly billing based on 3 services)	Initial Size	For Constant Tables (BIF001/BIF002/BIF003)
	777MB/month	144MB

**SQL can be part of the Town wide SQL Server deployment as its own instance.*

Public Web Server (for Infinity.Link and Payment web pages): Up to 50K Accounts	
Processor	2 CPU / Cores @ 2-3 GHz
RAM	4GB
Disk Space (Total Size: 755MB)	
Infinity.Link Website	250MB
Payment Website	5MB

**Infinity.Link production server to reside in the DMZ. Infinity.Link test server can reside on any web server inside the firewall.*

Lucity Production Hardware Specifications

HARDWARE AND SOFTWARE RECOMMENDATIONS

version 7.60 for SQL Server

Microsoft SQL Server 2012 (All Editions)
Microsoft SQL Server 2008 R2 (All Editions)
Microsoft SQL Server 2008 (All Editions)
Microsoft SQL Server 2005 (SP3 or higher)

OPERATING SYSTEM AND SOFTWARE REQUIREMENTS

	Windows 8 (32/64 bit)	Windows 7 (32/64 bit)	Windows Vista (32/64 bit)	Windows XP (32/64 bit)	Windows 2012 Server	Windows 2008 Server R2	Windows 2008 Server SP2 (32/64 bit)	Windows 2003 Server (32/64 bit) SP2	.NET 4.0 Full	VS 6.0 or Higher	Internet Explorer 7.0 or 8.0 or 9.0 or 10.0	ArcGIS 10.1, 10.2, 10.3
Lucity Web User ¹	✓	✓	✓	✓							✓	✓
Lucity Desktop	✓	✓	✓	✓			✓					✓
File Server				✓	✓	✓	✓					
Services Server				✓	✓	✓	✓					
Database Server				✓	✓	✓	✓					
Web Servers ²				✓	✓	✓	✓	✓	✓			
GIS Web Server				✓	✓	✓	✓	✓				✓

¹ Does not include ArcGIS requirements; please see Esri web site for more information. Applicable for ArcGIS Server[®] Enterprise Edition Standard or Advanced Versions only.

² Windows 8 is supported, Windows RT is not supported.

³ Includes Lucity Web, Lucity Citizen Portal, Lucity REST API, Lucity Citizen Portal REST API, Lucity Mobile Server, and Lucity Document Server.

HARDWARE REQUIREMENTS

Recommended Hardware Specifications						
	CPU	Cores	RAM	Storage Controller	Storage Space ¹	Minimum Video
Lucity Web User	1 GHz	1	1GB	N/A	50 MB	1024x768
Lucity Desktop	1 GHz	1	1GB	N/A	500 MB	1024x768
File Server	2 GHz	2	2GB	RAID Controller (RAID 1 or RAID 5)	2 GB	N/A
Services Server	2GHz	4	2GB	RAID Controller (RAID 1 or RAID 5)	2 GB	N/A
Lucity Database Server	2 GHz	4	8GB	RAID Controller (RAID 1 or RAID 5)	2 GB/ Lucity DB SQL Server	N/A
Lucity Web Server	2 GHz	4	8GB	RAID Controller (RAID 1 or RAID 5)	2 GB	N/A
Lucity Mobile Server	2 GHz	4	8GB	RAID Controller (RAID 1 or RAID 5)	1 GB	N/A
Lucity REST API Server & Lucity Document Server	2 GHz	2	4GB	RAID Controller (RAID 1 or RAID 5)	1 GB	N/A
Lucity Citizen Portal Server	2 GHz	2	4GB	RAID Controller (RAID 1 or RAID 5)	1 GB	N/A

¹ Storage space for Lucity components only; does not include storage space for OS or any supporting software including database software.

* Minimums for servers are appropriate for 5 or fewer concurrent users.

* Minimums for services server are appropriate for up to 2 clients with 5 or fewer concurrent users.

clarity through connections www.lucity.com 10561 Barkley, Suite 500, Overland Park, KS 66212 P 913.341.3105

Ideal Configuration

- File Server and Services Server on same host
- Database and Web Server on same host within firewall (for performance)
- If Database Server and Web Server are not on same host, a 1 GB Ethernet connection between servers
- Lucity Citizen Portal and/or Lucity Citizen Portal REST API on a server within a DMZ (for best security and to provide access to private citizens)
- Use Lucity REST API with SSL (for security) as it uses basic authentication
- Lucity Mobile Server should use SSL. It is not secure to deploy Lucity Mobile Server without SSL.
- Avoid same host for Services Server and Web Server (for performance)

These recommendations are based on the simplest configuration with the best performance for a standard client and may not be appropriate for all clients. It's possible to put all software on one host if the server has enough drive space to satisfy all applications. It's also possible to use different hosts to meet all server requirements.

Please contact us to discuss any specific questions you may have.



***SQL can be part of the Town wide SQL Server deployment as its own instance.**

iNovah Production Hardware Specifications

IIS Server Hardware Requirements

Component	Recommended
Processor and CPU (Core)	AMD or Intel, 4 Core Processor, 3.2GHz 8MB Cache
Memory	8 GB
Storage	2x100 GB 10k SAS
RAID	RAID 1
Database Platform	SQL Express versions listed above.

**IIS server can reside on any web server inside the firewall.*

Database Server Hardware Requirements

Component	Recommended
Processor and CPU (Core)	AMD or Intel, 6 Core Processor, 2.4GHz 10MB Cache
Memory	24 GB
Storage	2x100 GB 15k SAS
RAID	RAID 1

**SQL can be part of the Town wide SQL Server deployment as its own instance.*

iNovah 2 Cashier Module

The following table identifies the minimal and optimal configuration necessary to operate the iNovah Cashier Module.

Component	Recommended
Processor	Intel i5 or AMD Equivalent Processor, 3.6Ghz 6MB
Memory	4 GB
Storage	40GB Ultra ATA/100 7200RPM Hard Drive
Peripheral	Monitor, keyboard and mouse

Schedule “F”
Harris Proposal to Town

See Attached

Schedule “G”
Town RFP

See Attached

Schedule "H"
Software and Services Not Selected

Advanced Utility:

One (1) CIS Infinity Concurrent User license costs \$3,500.00 + incremental Server Fee as outlined in Schedule "D".

One (1) Infinity.Mobile Site License fee is \$30,000

iNovah:

Receipts/year:

400,001 to 500,000 Receipts per Year \$11,500

500,001 to 750,000 Receipts per Year \$35,000

BackOffice:

Midrange Projected Investment for volumes ranging from 100 to 3000 remittance payments per day. Up to 5000 if implemented with two Canon CR190 scanners.

1. \$37,000 - iNovah BackOffice SW License
2. \$7,200 - Implementation Services
3. 22% of SW License - Annual Software Support & Maintenance

Available Hardware (extended maintained plans are available)

1. \$765 each - Canon CR80
2. \$2,560 – Canon CR190

Lucity:

\$3,000 Water Module

\$3,000 Storm Module

\$3,000 Refuse & Recycling

\$4,000 Streets & Roads, Bridges & Right-of-Way Module

\$3,000 Pavement Analysis Module

\$4,000 Signs, Signals & Street Lights Module

\$4,000 Parks & Trees Module

\$3,000 GIS Desktop Module

The annual maintenance fee is 25% of the total license fees and is subject to the terms described in the Support and Maintenance Agreement.

Price for an additional user for Asset Management is \$2,050



The Town of Jupiter Scope of Work

For the Implementation of Advanced Utility Systems CIS Infinity, Lucity EAM & iNovah Central Cashiering

Table of Contents

Introduction	4
Background	4
Project Phases	4
Points of Contact	5
TOWN Project Manager	5
TOWN Other CIS & Cashiering Contacts.....	5
TOWN Other EAM/Work Order/Facility Contacts	5
Advanced Project Manager – Prime/CIS.....	6
Advanced Executive Sponsor	6
Lucity Project Manager.....	6
System Innovators Project Manager	6
Definitions.....	7
Task 1 - PRIME Project Management	8
Subtask 1.1 - Project Planning	8
Project Plan	8
Vendors and TOWN Roles and Responsibilities.....	8
Issues Management Plan	8
Risk Management Plan	8
Communication Plan	8
Change Order Process.....	9
On Site Project Facilities	9
Subtask 1.1 Deliverables.....	9
Subtask 1.2 - Status Reports	9
Subtask 1.2 - Deliverables	9
Subtask 1.3 – Quarterly Sponsor Review	10
Subtask 1.3 - Deliverables	10
Task 2 - Interfaces.....	11
Task 3 – Project Phase I – CIS Infinity and iNovah Central Cashiering	19
Objectives.....	19
Scope	20
Exclusions	20
Subtask 3.1 – CIS Infinity Implementation Approach.....	21
Subtask 3.1.1 - Project Initiation.....	21
Subtask 3.1.1 – Deliverables	21
Subtask 3.1.2 - Functional and Data Conversion Discovery Analysis	22
Subtask 3.1.2.1 - Functional Discovery Analysis Workshops.....	22
Subtask 3.1.2.2 - Data Conversion Analysis Workshop	24
Subtask 3.1.3 – Interface/Modification Discovery & Specification	24
Subtask 3.1.3 – Deliverables	26
Subtask 3.1.4 - Initial Configuration and Conversion	26
Subtask 3.1.4 – Deliverables	27
Subtask 3.1.5 - Core Team Training	27
Subtask 3.1.5 – Deliverables	28
Subtask 3.1.6 – Reports Development and Delivery	28
Subtask 3.1.6 – Deliverables	29
Subtask 3.1.7 – Interface/Modification Delivery	29
Subtask 3.1.7 – Deliverables	29
Subtask 3.1.8 - Software Testing	29
Subtask 3.1.9 - End User Training	32
Subtask 3.1.9 – Deliverables	32
Subtask 3.1.10 - Go/No Go Criteria	32
Subtask 3.1.10 – Deliverables	33
Subtask 3.1.11 - Transition to Live.....	33

Subtask 3.1.11 – Deliverables	33
Subtask 3.1.12 - Post Go Live.....	34
Subtask 3.1.12 – Deliverables	34
Subtask Task 3.2 – iNovah Implementation Approach	34
Assumptions	34
System Innovators Deliverables	35
Subtask 3.2.1 Project Management	35
Subtask 3.2.1.1 - System Innovators Responsibilities	35
Subtask 3.2.1.2 TOWN Responsibilities	36
Subtask 3.2.1 - Progress Reporting	36
Subtask 3.2.2.1 - System Innovators Responsibilities	36
Subtask 3.2.2.1 - TOWN Responsibilities	37
Subtask 3.2.3 - Changes, Issue Management & Escalation	37
Subtask - 3.2.3.1 - System Innovators Responsibilities	37
Subtask - 3.2.3.1 - TOWN Responsibilities	37
Subtask 3.2.4 - Hardware	38
Subtask 3.2.4.1 - System Innovators Responsibilities	38
Subtask 3.2.4.1 - TOWN Responsibilities	38
Subtask 3.2.5 - Software	38
Subtask 3.2.5.1 - System Innovators Responsibilities	38
Subtask 3.2.5.2 - TOWN Responsibilities	39
Subtask 3.2.6 - Training	39
Subtask 3.2.6.1 - System Innovator Responsibilities	39
Subtask 3.2.6.2 - TOWN Responsibilities	39
Subtask 3.2.7 - Tailoring, Configuration & Customization.....	39
Subtask 3.2.7.1 - System Innovators Responsibilities	39
Subtask 3.2.7.2 - TOWN Responsibilities	40
Subtask 3.2.8 - Installation & Testing.....	40
Subtask 3.2.8.1 - System Innovators Responsibilities	40
Subtask 3.2.8.2 - TOWN Responsibilities	40
Subtask 3.2.9 - Production Planning and Installation.....	40
Subtask 3.2.9.1 - System Innovators Responsibilities	40
Subtask 3.2.9.2 - TOWN Responsibilities	40
Subtask 3.2.10 - Production Roll Out.....	41
Subtask 3.2.10.1 - System Innovators Responsibilities	41
Subtask 3.2.10.2 - TOWN Responsibilities	41
Task 4 – Project Phase II – Lucity Enterprise Asset Management	42
Overview.....	42
Subtask 4.1 - Software Installation.....	42
Subtask 4.2 - System Configuration.....	42
Subtask 4.3 - Data Migration	43
Subtask 4.4 - Interfaces & Integration.....	44
Subtask 4.5 - Training	44
Task 5 – Project Phase III – Inovah	47
Overview.....	47
Appendix A – Phase I - Preliminary Project Plan.....	48
CIS Infinity	48
iNovah	49
Appendix B – Summary OF CIS Infinity Deliverables & Responsibilities	51
APPENDIX C – SUMMARY OF LUCITY DELIVERABLES & RESPONSIBILITIES	55
Appendix D – Consolidated Fee and Payment Schedule	57

INTRODUCTION

This document contains the approach and Scope of Work (SOW) for the definition, design, development, and deployment of the software and services for replacement of the Town of Jupiter's (**"TOWN"**) Customer Information System (CIS), Central Cashiering System and Enterprise Asset Management System. The TOWN solution will be deployed on TOWN supplied servers. Advanced Utility Systems (**"Advanced"**, **"AUS"**) will serve as the primary vendor. Advanced will also implement the CIS solution (**"CIS Infinity"**) as outlined in this SOW. System Innovators (**"SI"**) and **Lucity**, Advanced solution partners vendors, will be responsible for the implementation of their respective solutions; iNovah Central Cashiering (**"iNovah"**) from SI and Enterprise Asset Management (**"EAM"**) from Lucity as outlined in this SOW. References to **"Vendors"** in this document includes the primary and partner vendors collectively.

The project as outlined in this SOW encompasses all aspects of the implementation, including but not limited to project management, data conversion, software control file configuration, interfaces, modifications and training.

Background

The Town of Jupiter currently utilizes the SunGard Public Sector (formerly known as HTE) NaviLine Select CIS/Utility Billing and Cash Receipting applications. The software was implemented in 1998 and runs on an IBM i5 (formerly known as AS/400). For asset management the Town of Jupiter is currently using Antero by Allmax for the utility plant's needs and Vue Works for public works. Vue Works is also being used for work orders, request for service and facility management. Vue Works was implemented in 2007. The Town is currently using DPSI for their maintenance management which includes fleet, equipment and request for service modules. The Town of Jupiter is currently using FuelTrak for fleet fuel management.

Project Phases

The project will be divided into three implementation phases. Implementation of Advanced's CIS Infinity and System Innovators iNovah Central Cashiering solution as it relates only to cashiering functionality for CIS payments and miscellaneous AR from Tyler will constitute Phase One (**"Phase I"**). The Lucity Enterprise Asset Management solution including request for service, asset, fleet, equipment, facilities and work order management will constitute Phase Two (**"Phase II"**). The integration of iNovah to support cashiering for other Town back end systems as identified in this SOW will constitute Phase Three (**"Phase III"**). Phase I will run independently of Phase II and Phase III. Phase II and Phase III will be implemented concurrently and will begin approximately one month after Phase I GO Live.

POINTS OF CONTACT

TOWN Project Manager

Name: Diana Hicks
Title: Project Manager, Sr. Business Systems Analyst
Department: Information Systems
Address: 210 Military Trail, Jupiter, FL 33458
Phone: (561) 741-2339
Email: dianah@jupiter.fl.us

TOWN Other CIS & Cashiering Contacts

Name: Dawn Clark
Title: Financial Operations Manager
Department: Utilities Customer Service
Address: 210 Military Trail, Jupiter, FL 33458
Phone: (561) 741-2272
Email: dawnc@jupiter.fl.us

Name: Jon Parsons
Title: Customer Service & Billing Manager
Department: Utilities Customer Service
Address: 210 Military Trail, Jupiter, FL 33458
Phone: (561) 741-2271
Email: jonp@jupiter.fl.us

TOWN Other EAM/Work Order/Facility Contacts

Name: Laurie Van Fossen
Title: Special Projects Coordinator
Department: Engineering Parks & Public Works
Address: 3131 Washington Street, Jupiter, FL 33458
Phone: (561) 748-2766
Email: lauriev@jupiter.fl.us

Name: David Rotar
Title: Utility Services Coordinator
Department: Utilities Stormwater Management
Address: 3133 Washington Street, Jupiter, FL 33458
Phone: (561) 741-2705
Email: davidr@jupiter.fl.us

Name: John Gaddis
Title: Utility Worker Supervisor
Department: Utilities Field
Address: 3133 Washington Street, Jupiter, FL 33458
Phone: (561) 741-2702
Email: johng@jupiter.fl.us

Name: Mike Houtz
Title: Water Plant Operator A
Department: Utilities Water Plant Operations
Address: 17403 Central Boulevard, Jupiter, FL 33458
Phone: (561) 741-2629

Email: michaelh@jupiter.fl.us

Name: Jon Parsons
Title: Customer Service & Billing Manager
Department: Utilities Customer Service
Address: 210 Military Trail, Jupiter, FL 33458
Phone: (561) 741-2271
Email: jonp@jupiter.fl.us

Advanced Project Manager – Prime/CIS

Name: Sue Martin
Title: Project Manager
Address: 2235 Sheppard Ave. East, Suite 1400, Toronto, ON, M2J 5B5
Phone: (416) 496-0149 x258
Email: smartin@advancedutility.com

Advanced Executive Sponsor

Name: Terry Ridyard
Title: Vice President Operations
Address: 2235 Sheppard Ave. East, Suite 1400, Toronto, ON, M2J 5B5
Phone: (416) 496-0149 x 256
Email: tridyard@advancedutility.com

Lucity Project Manager

Name: Steve Schultz
Title: Project Manager
Address: 10561 Barkley, Overland Park, KS 66212
Phone: (913) 732-5819
Email: sschultz@lucity.com

System Innovators Project Manager

Name: Jo Geeslin
Title: Project Manager
Address: 10550 Deerwood Park Blvd., Suite 700, Jacksonville, FL 32256
Phone: 904-485-3909
Email: jgeeslin@systeminnovators.com

DEFINITIONS

Name	Definition
Customization	A change to the code base or a structural data model change.
Configuration	Changes to the software without source code or structural data model changes occurring.

TASK 1 - PRIME PROJECT MANAGEMENT

Advanced is the prime vendor for this SOW. Advanced will coordinate project activities for all Phases with the TOWN Project Manager along with the Partner Project Managers (namely SI and Lucity). The Advanced Project Manager will meet with the TOWN Project Manager to discuss the SOW and define the steps to be taken to perform the work. The TOWN Project Manager will approve all deliverables and associated invoices for this task order as well as providing oversight and guidance to ensure that completion of this task order meets TOWN's goals and budget.

Subtask 1.1 - Project Planning

Project Planning will consist of developing project control policies and procedures in accordance with standard industry practices for project administration, execution, and tracking. Advanced will coordinate a joint effort with the TOWN to complete the Project Planning. Project Planning will include the following:

Project Plan

Advanced will coordinate a joint effort with the TOWN to supply a draft **Project Plan** the Friday prior to the Project Kick-off of each project phase. A preliminary Project Plan for Phase I is included in Appendix A. Following TOWN approval, the phase Project Plan will be used as a baseline for control of the project. Based on TOWN approved changes, Advanced will coordinate with the project phase Partner PM to ensure that the plan is updated. The Project Plan will be one program control mechanism used to manage, track, and evaluate performance. Vendors will identify all tasks, deliverables, and appropriate milestones where the TOWN information/activity is required and where timeline dependencies for subsequent activities within the project plan exist. The milestones will be displayed in Microsoft Project 2010.

Vendors and TOWN Roles and Responsibilities

Advanced will coordinate a joint effort with the TOWN to identify the Vendors' and TOWN human resource needs and how they will be used to accomplish tasks.

Issues Management Plan

Advanced will coordinate a joint effort with the TOWN to document how issues are systematically identified, tracked, prioritized and resolved. The Advanced Project Manager will coordinate with the project phase Partner PM to assign ownership, priority and due date for each issue and monitor the status of each issue through to resolution. Outstanding issues will be reviewed during the bi-weekly and monthly project review meetings attended by the TOWN, Advanced and the project phase Partner PM. The TOWN is responsible for testing of fixes and for confirmation of issue closure.

Risk Management Plan

Advanced will coordinate a joint effort with the TOWN to document how risks are systematically identified, analyzed and managed throughout the project. The Risk Management Plan will include descriptions of how the risks will be/were determined, including planning methodology, assumptions and decisions. A risk matrix will be used to identify probability-impact ranking. Each risk will have an appropriate strategy. This includes identifying who monitors and controls risk during the project.

Communication Plan

Advanced will coordinate a joint effort with the TOWN to document how the project ensures timely and appropriate generation, collection, dissemination, storage, and disposition of project information. It includes descriptions of how communication requirements will be/were determined and met, including any assumptions. It will also define responsibilities for both internal and external communication. The Communication Plan will be composed of three components within the document, as shown below.

- 1) Project Communication Plan – Advanced will produce this document for the TOWN.
- 2) TOWN Employee Communication Plan – TOWN will produce this document
- 3) External Communication Plan –TOWN will produce this document

Change Order Process

Advanced will coordinate a joint effort with the TOWN to document a Change Order process. The Change Order Process will identify how changes and their impact on the project will be identified, documented and communicated to the TOWN. Appropriate sign-off channels will be developed for Change Order approval.

On Site Project Facilities

TOWN will provide desk space for the Vendors' team members while on-site at the TOWN. TOWN will provide access to; printers within the facility, all network drives required for the shared project resources, project servers, all instances of the software and full external internet access, (wireless preferred) for each Vendor team member including unimpeded access to Vendor's VPN. TOWN will make available meeting spaces as required for project meetings. Meeting spaces should be equipped with a white board and markers, flip chart, LCD projector, conference phone and internet connection.

TOWN shall establish a training/testing room that will provide space, computers (with necessary software) and access to the software for up to ten users. The training room will be equipped with a white board and markers, flip chart, LCD projector, conference phone and internet connections.

Subtask 1.1 Deliverables

Subtask 1.1 Deliverables	• Vendors and TOWN Roles and Responsibilities • Issues Management Plan • Risk Management Plan • Communication Plan • Change Order Process
---------------------------------	---

Subtask 1.2 - Status Reports

Advanced will have weekly conferences, or as needed, with the TOWN team and the project phase Partner team to discuss work in progress, issues, actions, etc. Advanced will provide a **Weekly Status Report** documenting these exchanges. The weekly conferences are not replacements for daily interchange but serve as a weekly summary/recap with Advanced, the TOWN team and the project phase Partner personnel involved in the task order. Advanced will also provide a summary of project progress, including significant issues resolved and significant issues raised.

Invoices will be issued monthly as per the payment schedule in Appendix C.

Subtask 1.2 - Deliverables

Subtask 1.2 Deliverables	• Weekly Status Report • Monthly project progress summary
---------------------------------	--

	Monthly invoice
--	---

Subtask 1.3 – Quarterly Sponsor Review

Advanced will prepare a Quarterly Sponsor Review to be attended by project management and project sponsor staff from both the TOWN and Vendors. The quarterly sponsor review meeting will review progress to date, future actions, and will validate, on a quarterly basis, that the go-live date is still achievable for both parties.

Subtask 1.3 - Deliverables

Subtask 1.3 Deliverables	Quarterly Sponsor Review
-------------------------------------	--

TASK 2 - INTERFACES

The Vendors will configure the software to interact with TOWN's identified external systems to support TOWN's CIS, EAM and Cashiering needs. All development and configuration work completed by Vendors will be communicated, in advance, to the TOWN Project Manager so that the TOWN Project Manager has visibility to all interface work.

This task covers multiple interfaces with existing TOWN systems, and modifications to meet the TOWN's needs. Vendors will document the status of development, whether conducted by the TOWN or Vendors, in the weekly status reports.

Interfaces may require development efforts from Vendors, and potentially TOWN staff or a third party vendor, to support the specific interface requirements. The specific system enhancements required to support a specific interface will be determined during the interface/modification discovery process of each project phase.

RFP Ref #	Data Flow Description	Source Application	Target Application	Project Phase	Vendor	Description/Comment
1	Association of various electronic documents in OnBase to both reference and transactional data in all modules of the system	OnBase or Tyler Content Manager	CIS	I	AUS	Using dynamic hyperlink functionality, any data element (or combination of data elements), such as account number or parcel ID, on the Main Customer/Account Inquiry can be linked to the DMS application. Clicking on a linked data element will call a Web page created by the Town displaying DMS information specific to the linked data element.
			Central Cash	I	SI	Out of scope. Reports can be re-run at any time so long as data is not purged.
			EAM	II	Lucity	Standard interface. Configuration required. \$6350
2	Email Application	Microsoft Exchange	All	I, II, III	All	Standard
3	Email Application	All	Microsoft Exchange	I, II, III	All	Standard
4	Association of addresses, parcels and assets (multiple layers) of GIS	ESRI GIS	Utility Billing	I	AUS	This interface will provide access to GIS information from CIS Infinity, and provide CIS Infinity data for presentation in the GIS system. Users of CIS Infinity will be able to access GIS information related to a specific service address. Using dynamic hyperlink functionality, any data element (or combination of data elements), such as GPS coordinates or premise number on the Main Customer/Account Inquiry can be linked to the GIS application. Clicking on a linked data element will call a Web page created by the TOWN displaying GIS information specific to the linked data element. CIS Infinity data will also be available for presentation in the TOWN GIS application. To meet this requirement, Advanced will provide access to CIS Infinity data so that the TOWN can perform data retrieval of relevant data from CIS Infinity for presentation in the GIS application. \$9,000
			Work Order, Asset Management & Request for	II	Lucity	Standard Interface. Configuration hours required (\$5,080).

RFP Ref #	Data Flow Description	Source Application	Target Application	Project Phase	Vendor	Description/Comment
			Service			
5	Association of addresses, parcels and assets (multiple layers) of GIS	Utility Billing	ESRI GIS	I	AUS	Same as #4 above.
		Work Order, Asset Management & Request for Service	ESRI GIS	II	Lucity	Standard Interface. Configuration hours required. \$5080
6	Export a Utility Billing file to CSG International (or any other 3rd party) for printing utility bills	Utility Billing	CSG International	I	AUS	A one-way batch interface to export text files of information required by the Town third party bill print provider will be generated by CIS Infinity will generate an electronic file in its standard EBP file format.
7a	Upload/download of meter read information	Master Meter's Meter Reading Software	Utility Billing	I	AUS	A two-way batch file interface between CIS Infinity and Master Meter's meter reading software will be configured. The interface will support the import/export of text files containing meter data reads and related information (e.g. historic meter consumption high/low, trouble codes) to/from CIS Infinity for billing purposes. CIS Infinity will generate one export file, and process one import file format
7b	Upload interval meter reads	Master Meter's Meter Reading Software	Utility Billing	I	AUS	A one-way batch file interface between CIS Infinity and Master Meter's meter reading software will be configured to import interval meter reading data. The interface will support the import of a text file containing interval reading data for accounts being read with Master Meter. The interval reading data will be stored in the Interval Readings Table in CIS Infinity. \$7500
8	Upload/download of meter read information	Sensus Meter Reading Software	Utility Billing	I	AUS	Same as #7
9	Customer Payment ACH file export / import with Wells Fargo Online Banking (for direct customer ACH payments).	Utility Billing	Wells Fargo Online Banking	I	AUS	A one-way interface to export a file of customers signed up for ACH payments to their bank will be configured by AUS. CIS Infinity currently supports the exporting of standard ACH files that conform to NACHA standards.
10	Import payments from multiple lockbox locations into the Utility Billing's Cash Receipting	Lockbox	Utility Billing's Cash Receipting (apply payment to the UB customer record as well)	I	SI	\$5750 Included in Cash Receipt software license

RFP Ref #	Data Flow Description	Source Application	Target Application	Project Phase	Vendor	Description/Comment
11	When a customer in Utility Billing should receive a refund, the transaction should automatically be imported into the Tyler/MUNIS Accounts payable system	Utility Billing	MUNIS Accounts Payable	I	AUS	The one way Accounts Payable interface will export in batch a text file containing customer and refund amount information for the purposes of issuing refund checks to customers in the Accounts Payable module. Refund check transactions would be based on the existing refund transactions configured in CIS Infinity. This will be a periodic batch process.
12	Export the Payments information so it can be imported into the Tyler/MUNIS General Ledger application	Utility Billing	MUNIS General Ledger	I	AUS	The one way General Ledger interface will export in batch a text file containing summarized general ledger journal entries for updated billing, cash and cash adjustment batches from CIS Infinity to the General Ledger module. The Advanced Interface Manager will transfer summarized general ledger information to the General Ledger application as un-posted journal entries where they can then be processed. The general ledger information transferred contains details about the originating batch in CIS Infinity for cross-referencing purposes.
13	Export all billing and adjustments information from the utility billing application so it can be imported into the Tyler/MUNIS General Ledger application.	Utility Billing	MUNIS General Ledger	I	AUS	As described in #12 above.
14	From the utility billing system, when an account has high usage, is delinquent, will be shut off, etc. the IVR system will call the customer.	Utility Billing	Selectron	I	AUS	For outbound calls, CIS Infinity will be configured to support exporting a file containing customer call data for a specified group of customers that can be imported and processed by IVR.
15	When a UB service orders needs to be billed to a third party, the information should automatically create a transaction into the Tyler/MUNIS General Billing application	Utility Billing	MUNIS General Billing	I	AUS	Not in scope. Charges would originate in the Work Order system. See interface 18.
16	When a meter needs to be taken out of inventory & installed on an account, the Tyler/MUNIS Fixed Asset module	Utility Billing	MUNIS Fixed Assets	I	AUS	Out of scope. See interface 34.

RFP Ref #	Data Flow Description	Source Application	Target Application	Project Phase	Vendor	Description/Comment
	should be updated with this information					
17	When a service order in Utility Billing is using parts from inventory, the Tyler/MUNIS inventory system should be updated	Utility Billing	MUNIS Inventory	I	AUS	Out of scope. Service Order requiring parts would generate a Work Order. See interface #19.
18	When a work order needs to be billed to a third party, the information should automatically create a transaction into the Tyler/MUNIS General Billing application	Work Order	MUNIS General Billing	II	Lucity	\$5080 modification
19	When a work order is using parts from inventory, the Tyler/MUNIS inventory system should be updated	Work Order	MUNIS Inventory	II	Lucity	\$5080 modification
20	When a work order has labor hours, these can be exported from the Work Order module and imported into the Tyler/MUNIS payroll/time entry system.	Work Order	MUNIS Payroll	II	Lucity	\$2540 modification
21	Pull current hourly rates for employees from the Tyler/MUNIS payroll system to the work order system	Payroll	Work Order	II	Lucity	\$2540 modification - A batch update of the rate tables will occur periodically. Rate to be updated will be fully burdened rate.
22	When a work order has a project or grant assigned to it, the information can be exported from the work order module and imported into the Tyler/MUNIS Project and Grant module.	Work Order	MUNIS Project / Grant	II	Lucity	\$10,160 modification. - The specifics of the interface will be determined during the implementation. If most of the workflow can occur thru the General Ledger interface then costs may be reduced.

RFP Ref #	Data Flow Description	Source Application	Target Application	Project Phase	Vendor	Description/Comment
23	Import the check image file into the cash receipting system and update the Utility Billing customer information and attach the image to the customer's record as well.	RemitPlus (Check 21)	Cash Receipting and Utility Billing	I	SI/AUS	Batch import – \$5750 License Fee (included in cash receipt software license) + \$1438 first year maintenance for interface to RemitPlus (included in maintenance fees)
24	Export cash receipting general ledger account information to import to the Tyler/MUNIS GL	Cash Receipting	MUNIS General Ledger	I	SI	\$5750 included in cash receipt software license
25	Ability to establish and use validations from the G/L chart of accounts.	MUNIS General Ledger	Cash Receipting	I	AUS	Not in scope.
26	Integrate electronic payment files from IVR Software	Selectron	Cash Receipting	I	SI	\$5750 included in cash receipt software license
27a	Over the Counter Credit Card Payment Authorization	Chase Paymentech	Cash Receipting	I	SI	\$5750 included in cash receipt software license
27b	Credit Card payments via Infinity.Link	Chase Paymentech	Infinity.Link	I	AUS	Configuration of interface from Infinity.Link to Chase Paymentech via the Harris Payment Gateway utilizing the interface in 27a.
28	Event registration payments	Paypal	Cash Receipting	III	SI	\$5750 included in cash receipt software license
29	Export the cash receipting information for the Parking Tickets so it can be imported into the OSSI application	Cash Receipting	OSSI	III	SI	Interface not in scope.
30	Image capture for counter payments	Caere OCR Reader	Cash Receipting	I	SI	Standard with Canon OCR reader. Standard interface to iNovah.
31	When a request for a permit or inspection is made the information is updated in the Permit and/or Inspection software	Request for Service	Permits & Inspections	II	Lucity	Interface is not in scope.
32	When a request for a site plan is made the information is updated in the Planning & Zoning software	Request for Service	Planning & Zoning	II	Lucity	Interface is not in scope.

RFP Ref #	Data Flow Description	Source Application	Target Application	Project Phase	Vendor	Description/Comment
33	When a request for service is made, the ability to associate it with an enterprise assets to allow for tracking and administration of constituent service requests on GIS based assets	Request for Service	Asset Management	II	Lucity	Standard functionality
34	System integrates with financial Fixed Asset modules to associate enterprise asset to depreciation schedule, etc.	MUNIS Fixed Assets	Asset Management	II	Lucity	\$5,080 modification.
35	Cash receipt deposit information can be exported from cash receipts to be imported to the Tyler/MUNIS Bank Reconciliation module	Cash Receipting	MUNIS Bank Reconciliation	III	SI	Scope to be determined. See interface 24.
36	System associates a vehicle in the Fleet module with an asset in the fixed assets module and handles multiple depreciation schedules.	Fleet & Equipment	MUNIS Fixed Assets	II	Lucity	Included with Item 34
37	System interfaces with the system's Human Resources module to identify certifications, license, accident and incident information for equipment operators	Fleet & Equipment	MUNIS Human Resources	II	Lucity	\$2,540 modification – Master database for certifications to be determined (MUNIS vs. Lucity).
38	Billing function in the Fleet module interfaces with the General Ledger to accommodate the necessary inter-fund transfers	Fleet & Equipment	MUNIS GL	II	Lucity	\$5,080 modification. Depending on approach, costs may be reduced.

RFP Ref #	Data Flow Description	Source Application	Target Application	Project Phase	Vendor	Description/Comment
39	System integrates with MUNIS General Ledger for account validation, cost tracking and activity posting	Fleet & Equipment, Facilities, Asset Management, Work Orders	MUNIS GL	II	Lucity	\$5,080 modification
40	System provides integration to the Accounts Receivable system to pull the information (i.e. square footage, rent amount) from facilities.	Facilities	MUNIS Accounts Receivable	II	Lucity	Not in scope
41	System provides integration with BMI bar code reader for asset management and work orders	BMI Bar Code Reader	Asset Management and Work Orders	II	Lucity	Standard functionality
42	System provides integration between utility billing and work orders for select service order types.	Utility Billing	Work Orders	II	Lucity/AUS	An interface between CIS Infinity and Lucity, for some service order types which originate in CIS Infinity. CIS Infinity has a standard integration API with exposed interface tables that will support near real time integration between CIS Infinity and Lucity. All information for applicable service orders will be passed to Lucity, where a service request or work order is generated. Upon completion of the service request or work order, information is then sent back to CIS Infinity from Lucity including, the completion date, completion notes, field worker id, etc. Meter install and exchange information can also be received from Lucity and processed in CIS Infinity. This interface can also be used when information in CIS Infinity has changed, such as customer and account information, etc. The changed record is sent to Lucity upon saving the record within CIS Infinity.
43	Import fuel usage data— vehicle ID, driver, date, fuel type, gallons, pump ID, tank ID to the fleet management system	FuelTrak	Fleet Management	II	Lucity	\$1905 modification. Configuration required.

RFP Ref #	Data Flow Description	Source Application	Target Application	Project Phase	Vendor	Description/Comment
44a	Two way integration between central cash receipting and community development service fee collections	EnerGov/Cash Receipting	Cash Receipting/EnerGov	III	SI	\$7500 + year 1 maintenance of \$1875
44b	Interface from EnerGov online payments to the Harris Payment Gateway	EnerGov Online Payments/	HPG	I	SI	Timing of interface to coincide with GO Live of EnerGOV Community software planned for January 2014.
45	Accept payments in central cashing for Munis General Billing receipts and update those customer account balances	Cash receipting	Munis	I	SI	\$5400 license + year 1 maintenance of \$1350

TASK 3 – PROJECT PHASE I – CIS INFINITY AND INOVAH CENTRAL CASHIERING

Objectives

This phase encompasses the implementation of Advanced's CIS Infinity and System Innovators iNovah Central Cashiering solution as it relates only to cash receipting functionality for CIS payments and miscellaneous AR generated in Tyler Munis. The TOWN will replace its existing system with a customer-centric CIS and central cashiering solution. The solution will be functionally rich in the following areas:

- Account Management
- Billing Management
- Credit and Collection Management
- Customer Management
- Customer Self Service
- Financial Management
- Meter Inventory
- Rates Management
- Service Address Management
- Service Order Management
- Usage Management
- Utility Payments and Miscellaneous AR Cashiering

Phase I is intended to address the following TOWN objectives:

- **To provide exceptional levels of customer service.** The need for the TOWN to satisfy customers and provide exceptional levels of customer service is a primary objective and critical need of the TOWN.
- **To provide for long-term stability of the customer information.** The software will be stable and reliable with a product roadmap that shows future support and enhancements. The software will be easily configurable and upgradeable, meeting the TOWN's business needs for the foreseeable future.
- **To provide for integration across business systems.** The software will interface with other applications, current and future, through standard integration techniques.
- **To provide for accommodating growth through technology.** The software will be based on current technology.
- **To provide innovation and excellence.** The software will provide a foundation to meet intermediate and longer-term needs for innovation and excellence in serving the customer and providing cost-effective, environmentally sound service.

Scope

The scope of this effort is to provide services to the TOWN to assist in the transformation of the customer information and central cashiering system. In this regard, Advanced in conjunction with SI will provide the following services.

- Project Initiation and Management
- Installation of CIS Infinity, Infinity.Link and iNovah
- Discovery Analysis
- Configuration and Conversion
- Core Team Training
- Custom Reports Development and Delivery
- Interface and Modification Specification, Development and Delivery (exclusive of the non-CIS Infinity and non-iNovah side of the interface)
- Software Testing
- End User Training
- Transition to Live
- Post Go Live Support

Exclusions

The following has been excluded from this Scope of Work, unless noted otherwise:

1. Rate Structural Changes

Advanced will provide normal rate updates throughout the course of the implementation at no extra charge providing the rate change occurs during the implementation timeframe. Advanced will not support a rate change that departs substantially from the current rate structures that are in force at the time of contract signing and/or as documented in the Functional Discovery document. Any substantial change in rates methodology and deployment will be considered out of scope and will be subject to a Change Order.

2. Third Party Payment Processor

Costs to interface to Chase Paymentech via the Harris Payment Gateway (HPG) are included as part of interface 27a and 27b. An interface to a non HPG third party payment provider is considered customized development. The development of a real time third party interface for payment processing to a payment processor is a minimum \$30,000 development fee and an annual maintenance fee of 25%. Based on the actual third party payment interface the fees may be higher.

Subtask 3.1 – CIS Infinity Implementation Approach

This task covers the implementation approach Advanced will take to replace the TOWN's current CIS with Advanced's CIS Infinity software. Advanced will implement a phased approach. Prior to starting each phase, the TOWN will approve the work to be completed in each phase and approve progression to the next phase.

Note: Start and End dates for each Subtask below are preliminary based on the draft Project Plan in Appendix A.

Subtask 3.1.1 - Project Initiation

Subtask 3.1.1		
Start	End	Duration
TBD	TBD	5weeks

The Advanced PM will work with the TOWN and SI Project Managers and staff to organize project information for the joint preparation of the **Project Plan**. The Advanced project manager will coordinate project timelines with the SI solution project manager to ensure coordinated testing and deployment of the CIS Infinity and iNovah functionality during the Integrated Testing Cycle (ITC) discussed in Section 3.1.8. The Advanced PM will be onsite to organize and present all of the information required to start the project and will, at a minimum, address the following areas:

- Project Plan
- Software Installation, Installation Training and Installation Report
- Training Course Syllabus for Core Team, Technical Team, and End User Training (part of the Training Plan)
- CustomerWise Issue Tracking tool set-up and overview
- CIS Infinity Entity Relationship Diagram and Data Dictionary delivery
- Project Team Contact List which includes SharePoint groups and users that need access to CustomerWise
- Overview of the operations of CIS Infinity via WebEx or similar media
- Functional and Data Conversion Discovery agendas delivery and review

The Advanced PM is the primary PM. The Advanced PM will operate the daily activities of the project and work in conjunction with the TOWN's Project Manager and staff to ensure effective management of staff resourcing, forward planning initiatives and day to day project deliveries.

Subtask 3.1.1 – Deliverables

Subtask 3.1.1 Deliverables	• Conduct Project Kickoff Meeting • Initial Project Plan • Software Installation, Installation Training and Installation Report • Training Course Syllabus • CustomerWise Overview • Data Dictionary
-----------------------------------	--

	• Entity Relationship Diagram • Project Team Contact List • System Overview • Functional and Data Conversion Discovery agendas delivery and review
--	---

Subtask 3.1.2 - Functional and Data Conversion Discovery Analysis

Subtask 3.1.2		
<i>Start</i>	<i>End</i>	<i>Duration</i>
TBD	TBD	10 weeks

The purpose of the Functional and Data Conversion Discovery Analysis phase is to gather detailed business rules and operational information from the TOWN and to provide a starting point for CIS Infinity system configuration. This analysis will provide an association between the TOWN's business practices and the required CIS Infinity configuration.

The Functional and Data Conversion Discovery Analysis phase will be led by Advanced and broken out into functional and data conversion workshops. The workshops review the functional and data conversion areas of the system and are the basis for how Advanced will configure, and convert all of the required business functions, business logic and data in the system.

Prior to the start of the Functional and Data Conversion Discovery Analysis phase, the TOWN will gather the following information in preparation for the sessions, if documentation is available:

- All rate tariffs and system generated fees
- Chart of Accounts for GL/AP interfacing
- Meter Reading process flow, vendor and file layout
- All required service orders to be created in CIS Infinity
- File layouts for all required interfaces
- Sample of bill prints, notices, door hangers and letters
- All payment types received and any associated payments information
- Process flows of penalties, collections, disconnections, bankruptcy and write offs
- Process flows of move in, move out process
- Process flow of billing process
- Month End and Year End Report Requirements
- List of current software/human process pain points in the legacy software

Subtask 3.1.2.1 - Functional Discovery Analysis Workshops

Advanced will conduct **Functional Discovery Analysis Workshops**. These workshops will be led by Advanced to appropriately review and confirm all required information for these areas. Advanced will identify necessary the TOWN staff needed to attend these workshops two weeks in advance.

Advanced will create a **Functional Discovery Document** that will include, at a minimum, the following areas:

1. Foundation

Review of all of the basic system set up areas and logical business rules including but not limited to account types, services, account number structure and customer number structure.

2. Customer Account Inquiry

Review of addresses and phone numbers, lookups and address and occupancy types.

3. Meters and Meter Inventory

Review of meter types, meter inventory process and controls, manufacturers, units and other pertinent meter information.

4. Billing

Review of the entire meter reading to billing process with a review of all processing and exceptions reporting.

5. Bill Print

Review of all bill print types and notices and review of how the bill printing and bill re-print functions are handled through to the mailing process.

6. Rates

Review of the rate tariff and functional requirements for setting up rates, seasonal rates, demand rates temporary rates, proration, taxes and any rate rebates or discounts.

7. Cashiering

Review of all payment types, interfaces, ACH, endorsements, receipts and unapplied payments processing.

8. Collections

Review of all collections procedures, payment arrangements, exemptions, penalties, notices, disconnections, agency, add to tax/liens, tax certification, bankruptcy and write-off processes including all applicable fees.

9. Move in Move Out

Review of the process flow and all applicable setups, fees and follow up processes with the move in move out process.

10. Customer Service

Review of functions within the software such as new service creation, donation plans, discounts and special service offerings/community service functions.

11. Accounting

Review of GL Setup and chart of accounts for GL/AP processing and refunds processing.

12. Service Orders

Review of requirements for full service order processing and follow up actions control.

13. General

Review of other functions within the system that address miscellaneous concerns, user defined fields and additional control forms.

14. Reporting

Review of reporting requirements to establish expectations on what reports will be required within CIS Infinity and in what type of preferred format. The discussion will include searches, querying, and a review of CIS Infinity's canned reports. At the conclusion of this discussion Advanced will outline all the required base reports (auditor's, rates, revenue, cash, and others as needed) in a **Reporting Matrix**.

Subtask 3.1.2.1 – Deliverables

Subtask 3.1.2.1 Deliverables	• Functional Discovery Workshop • Functional Discovery Document
-------------------------------------	---

Subtask 3.1.2.2 - Data Conversion Analysis Workshop

In addition to Functional Discovery Analysis Workshops, Advanced will conduct an onsite **Data Conversion Discovery Analysis Workshop**. From this workshop Advanced will produce a **Data Conversion Plan**. The data conversion analysis workshop will be led by Advanced to appropriately review and confirm all required information for these areas. Advanced will identify the TOWN staff needed to attend these workshops two weeks in advance.

Advanced will work with the TOWN to determine how to convert the existing legacy data into CIS Infinity. A full explanation of the process and definition of standard data validation parameters, as well as any site-specific data validation parameters will be reviewed and adopted. Data validation criteria and a data map are presented and reviewed jointly by Advanced and the TOWN. The **Data Conversion Plan** will include the data mapping document and data validation parameters as well as the validated rate mapping.

Subtask 3.1.2.2 – Deliverables

Subtask 3.1.2.2 Deliverables	• Data Conversion Workshop • Data Conversion Plan
-------------------------------------	---

Subtask 3.1.3 – Interface/Modification Discovery & Specification

Subtask 3.1.3		
<i>Start</i>	<i>End</i>	<i>Duration</i>
TBD	TBD	4 weeks

Advanced will conduct an onsite **Interface/Modification Discovery Analysis Workshop**. Advanced will provide an agenda and identify necessary TOWN staff needed to attend this workshop two weeks in advance. Advanced will review with the TOWN all interfaces and modifications identified in the tables below related specifically to this project phase, to be programmed in CIS Infinity. Advanced will create detailed combined **Functional/Technical Specifications** for each interface and modification requiring development effort from Advanced technical staff. Specifications will not be produced for configurable interfaces. Advanced will produce a **Configuration Document** for configurable interfaces as these items are not considered core interfaces as they are configured rather than programmed into the system.

Advanced will review the specification process and map out the timeline required to complete the specifications, coding, Q/A, deployment, and testing. Below are the minimum topics that will be covered:

- Data source(s) identification; obtain data dictionaries, table relationships, etc.
- Method of moving the data between databases, including the format the data might be in, during the move (e.g., XML, ASCII, staging tables, DTS, etc.)
- Direction of dataflow and frequency of data exchange
- Data validation efforts needed, if any

- Error handling
- Document data mapping from one database to another
- Requirements analysis

The Functional Specification Document and Technical Specification Document for modifications and interfaces requiring development will be provided by Advanced for review and acceptance by the TOWN.

Each specification will outline the following:

- Document Overview
- Revision History
- Functional/Technical (as appropriate) Summary
- Process Overview
- Functional/Technical (as appropriate) Enhancement
- Impact to System Operation
- Questions

Advanced will conduct a review of the documentation with the TOWN remotely to make any changes to the specifications.

The following modifications have already been identified and included in the contract price. Advanced will specify, develop, Q/A, and deploy the following modifications required by TOWN under this SOW.

Module	Spec #	Description	Estimated Hours	Hourly Rate	One-Time Cost	On-Going Annual Cost	Comments
Utility Billing	79	Ability to stop accrual of deposit interest during the period of delinquency	50	\$150	\$7,500	\$0	The TOWN requires the ability to stop accrual of deposit interest during the period of delinquency. To meet this requirement, the deposit interest business logic in CIS Infinity will be enhanced to exclude one or more periods of delinquency when calculating the correct amount of deposit interest for a customer's deposit on file. A period of delinquency will be defined as between the customer having received notification of late payment and of the payment being received.
Utility Billing	337	System integrates with the Request for Service module for any citizen's request on UB service orders	0	\$150	0	\$0	Out of Scope. Service request function in Infinity.Link will be used.
Utility Billing	353	Ability to calculate a partial monthly bill	0	\$150	0	\$0	Out of Scope – Standard functionality to calculate bill that is less than one month/billing period.
General & Technical	156	Ad hoc approval for individual transactions	0	\$150	0	\$0	Out of Scope. Standard CIS Infinity approval functionality will be used.

In the event that additional modifications are identified during the Discovery process, the jointly developed Change Order process as defined in Subtask 1.1 will be followed.

Subtask 3.1.3 – Deliverables

Subtask 3.3.3 Deliverables	• Interface and Modification Discovery Agenda • Interface/Modification Discovery Workshop • Functional Specification Document • Technical Specification Document
-----------------------------------	---

Subtask 3.1.4 - Initial Configuration and Conversion

Subtask 3.1.4		
<i>Start</i>	<i>End</i>	<i>Duration</i>
TBD	TBD	17 weeks

The TOWN will provide a data extract to Advanced that will be loaded into a development database located at Advanced's office. Advanced will convert the TOWN's data so that it can be loaded into CIS Infinity. Configuration and conversion are tightly integrated in CIS Infinity. Advanced will create validated mapping that ties an existing customer's rate or rates to their account. Advanced will develop a conversion routine to reflect the requirements of the TOWN.

The following files will be converted to CIS Infinity:

Area	Data to be converted	Source of Data
Utility Billing	Customer masters & services associated with each customer	SunGard HTE
Utility Billing	Customer billing & adjustment history for current & 6 years of history	SunGard HTE
Utility Billing	Customer payment History for 6 years	SunGard HTE
Utility Billing	Reading/consumption History for 6 years	SunGard HTE
Utility Billing	Meter Inventory	SunGard HTE
	Meter Reading sequence numbers	
Utility Billing	Deposit Information	SunGard HTE
Utility Billing	Location information: user defined, misc information, meter services rate group changes,	SunGard HTE
Utility Billing	3 rd Party Notification Information	SunGard HTE
Utility Billing	Credit History Information	SunGard HTE
Utility Billing	Misc Customer information	SunGard HTE
Utility Billing	Customer Payment Plan information	SunGard HTE
Utility Billing	Customer Letter codes and information	SunGard HTE

Utility Billing	interdepartmental billing information	SunGard HTE
Utility Billing	Open Service Orders	SunGard HTE

A **Configuration Checklist** will be prepared by Advanced documenting configured CIS Infinity user-owned control forms. The TOWN configured interfaces through AIM will also be completed during this phase. These items are not considered core interfaces or modifications as they are configured rather than programmed into the system. All AIM interfaces will be listed on the Configuration Checklist.

Advanced's Conversion Specialist will prepare the data conversion to load onsite and deliver a completed **Initial Data Conversion Load** with all of the data validation parameters.

Advanced will install the Initial Data Conversion Load at TOWN and conduct a series of refreshes to ensure the data conversion and configuration is correct. Advanced will produce generic **Conversion and Configuration Functional Test Scripts** to confirm the look and feel of the data and generic **Conversion and Configuration System Test Scripts** for manual meter reading, billing and cash to ensure system functions are operating. The TOWN will provide results (pass/fail) from testing. Any deficiencies found during these refreshes will be documented by the TOWN in CustomerWise and provided to Advanced. Advanced is responsible for fully testing and correcting any deficiencies found during each refresh.

The final build released during the Configuration and Conversion Phase will be the baseline for system testing. Advanced will maintain baseline control and data validation for all build releases. This includes any development work the TOWN refactors due to testing.

Subtask 3.1.4 – Deliverables

Subtask 3.1.4 Deliverables	• Configuration Checklist • Initial Data Conversion Load • Conversion and Configuration Functional Test Scripts • Conversion and Configuration System Test Scripts • Data Validation Parameters • Onsite Rollout
-----------------------------------	---

Subtask 3.1.5 - Core Team Training

Subtask 3.1.5		
<i>Start</i>	<i>End</i>	<i>Duration</i>
TBD	TBD	14 weeks

The TOWN core functional and core technical teams will be trained by Advanced to use CIS Infinity prior to starting system testing. CIS Infinity Core Team training covers all of the major system components and will use TOWN data and TOWN system configuration. Advanced will ensure that the TOWN data and correct configuration is installed on the training database before training has begun. A full training syllabus is provided in the Training Plan.

Training will show all aspects of CIS Infinity functions to introduce the TOWN to alternative methods to operate the CIS system and to document and change some of the system processes performed within

the TOWN legacy system. Each training module will include TOWN subject matter experts to ensure that business objectives as reflected in CIS Infinity are met. Training will accommodate up to 10 participants.

During training sessions, the TOWN and Advanced will document any process gaps, system bugs, set up and conversion issues and process flow deficiencies and input these into CustomerWise. Advanced will assist the TOWN with this process to ensure all items are documented through CustomerWise. Deficiencies can be entered into CustomerWise by TOWN testers or Advanced testers, users who are given access to the system, and other personnel who may be involved during the Software Testing phase.

The Advanced PM will be proactive in the resolution of items logged in CustomerWise so as not to interrupt the continuity of testing. The Advanced PM will provide responses including analysis and level of effort to fix deficiencies. The Advanced PM or designee will document (in detail) any known work-around solutions and communicate these to the TOWN Project Manager.

Advanced is responsible for fully testing and correcting any deficiencies found during training. New builds that result from training deficiencies will be data validated by Advanced.

Subtask 3.1.5 – Deliverables

Subtask 3.1.5 Deliverables	• CustomerWise Training for software issue entry and tracking • Training Documentation • Completion of onsite Instructor-Led Core Team Training
-----------------------------------	---

Subtask 3.1.6 – Reports Development and Delivery

Subtask 3.1.6		
Start	End	Duration
TBD	TBD	6 weeks

Reports identified as required in the Discovery process will be documented by Advanced in a **Functional Reports Matrix** that compares the CIS Infinity Report to the existing required legacy report. In many cases, the existing legacy report may already be configured as a standard report in CIS. If this condition exists, Advanced will match the report names to each other in the report matrix. Any required reports that do not have a standard report match will need to be developed as a modified standard report or a custom report. Bill prints and notices are part of the standard delivery in our system and are not matched up on the reporting matrix. These items are identified as deliverables as part of the configuration process. Month-end and Year-end report requirements are included in this report matrix. This section relates only to reports driven out of CIS Infinity and does not cover reports required from 3rd party vendors' software.

The following report enhancements were identified in the proposal and the cost was included in the implementation hours:

Number	Application Requirements	Priority	Availability	Cost	Required Product(s)	Comments
298	Payment History, reporting bills and associated payments receipted by account. Shows dates, amounts, arrearages, penalties, account name, consumption, and address. Can be run for one account and allow user to view.	H	R	\$2,250.00	Advanced CIS Infinity	Cost included in implementation hours.
299	Customer Statistics Report, presenting customer characteristics including number of customers,	H	R	\$4,500.00	Advanced	Cost included in implementation

	number of customers by meter size and billing category (customer type), usage and revenue by meter size, usage and revenue by billing type code, date range, district, book, and by a combination of the above.				CIS Infinity	hours.
309	Billing Statistics (Rate Codes, Consumption Amt, Dollar Amt, Consumption & Demand charges broken out)	H	R	\$3,750.00	Advanced CIS Infinity	Cost included in implementation hours.
318	Surcharge billing & collection report	H	R	\$1,500.00	Advanced CIS Infinity	Cost included in implementation hours.

Subtask 3.1.6 – Deliverables

Subtask 3.1.6 Deliverables	• Functional Report Matrix • Month-End Reports matching • Year-End Reports matching • Other Required Reports
-----------------------------------	---

Subtask 3.1.7 – Interface/Modification Delivery

Subtask 3.1.7		
Start	End	Duration
TBD	TBD	12 weeks

Once the interface/modifications developed by Advanced are successfully compiled, the TOWN will be notified that the interfaces/modifications build is ready to be released and applied to the TOWN test environment. Advanced will roll out the modifications into the TOWN test environment remotely. Advanced will ensure that all Advanced development work is QA'd and passes regression testing and does not interrupt any business processes within the billing system or introduce adverse effects on functionality.

Subtask 3.1.7 – Deliverables

Subtask 3.1.7 Deliverables	• Deployment and Rollout of Modifications and Interfaces
-----------------------------------	--

Subtask 3.1.8 - Software Testing

Subtask 3.1.8		
Start	End	Duration
TBD	TBD	16 weeks

Advanced will support all software testing through a combination of onsite support, remote support and WebEx online support. Each test cycle will have validated testing criteria which determine if the testing

phase is complete and the system is ready for the next cycle of testing. Each of these pass/fail criteria items will be agreed upon by both parties and adopted by the TOWN Project Manager and documented in the test plans.

The Advanced PM will provide the TOWN with generic test scripts. Customization of test scripts to match the TOWN's specific business scenarios is the responsibility of the TOWN. From the test scripts the TOWN will create a **Functional Test Plan**, **ITC Plan** (Integration Testing Cycle), and **User Acceptance Test (UAT) Plan**.

At the start of each test cycle, a full data conversion using a fresh data extract plus all balancing metrics, to be supplied by the TOWN, will be performed to exercise the data conversion process and to update any required data fixes that are found by testing or where data changes are required to accommodate changes in system configuration.

Deficiencies found during the Software Testing Phase will be entered into CustomerWise for the correction of configuration, data conversion and/or system deficiencies. Deficiencies can be entered into CustomerWise by the TOWN or Advanced testers, users who are given access to the system, and other personnel who may be involved during the Software Testing Phase. CustomerWise maintains a history of analysis and problem resolution.

CustomerWise will be managed and maintained by the Advanced PM and will be reviewed in accordance with the Issue Management process with both Advanced and TOWN staff to ensure the issues are being actively worked and tested. The Advanced PM will be proactive in the resolution of items logged in CustomerWise so that they will be resolved as soon as possible. The Advanced PM will provide responses including analysis and level of effort to fix. The Advanced PM or designate will document (in detail) any known work around solutions and communicate it to the TOWN Project Manager. New builds, as a result from software testing deficiencies, will be data validated and redlined against the baseline build and maintained by Advanced.

Advanced will provide a technical point of contact during all testing activities. For any deficiencies without resolutions, Advanced will provide responses that include justification and mitigation plans.

The software testing phase is split into the following three test cycles:

1. Functional Testing

Functional testing will utilize testing scripts to confirm that the data conversion and basic functions in the system are working as expected. Individual accounts will be reviewed and will run through a full meter to cash process. In the review of these individual accounts, the TOWN will be tasked with testing each rate element in the system and completing a rates testing matrix to confirm that the billing process works prior to starting a cycle billing process. This rate testing will be done against a series of baseline accounts and will look at each rate scenario and all of the associated proration activities that can affect a rate calculation.

Functional Testing is modular and does not test the system end-to-end.

Subtask 3.1.8.1 – Functional Testing Deliverables

Subtask 3.1.8.1 Deliverables	• Functional Test Data Conversion Load • Functional Test Plan Outline • Rates Testing Matrix • Functional Test Plan acceptance criteria • Functional Test Plan Completion sign off
-------------------------------------	--

2. Integrated Testing Cycle (ITC)

ITC will utilize generic testing scripts and system scenarios to confirm that the data conversion and system processes are functioning as expected. ITC is broken down into two sub-phases.

- ITC1 is intended to exercise full scale testing of the system for meter reading, bill calculation, bill print, cash collections and collections processing. This will also involve testing the customer service functions within the system for items such as Move In and Move Out and service order processing.
- ITC2 emulates the same process with a refreshed data conversion set and any configuration changes that have been made to the system. Prior to the start of ITC2, another full rollout of data conversion and configuration review is performed onsite or remotely to ensure additional knowledge transfer to the TOWN on how CIS Infinity is configured to meet the TOWN's business needs. Once the rollout is complete, testing of the system through ITC2 will commence to ensure that all system processes are performing as expected. As with the expectations of Functional Testing, both ITC1 and ITC2 will have mutually agreed-upon performance and accuracy metrics and criteria to ensure the system is matching the expected results. These performance and accuracy metrics will be presented for approval to the TOWN Project Manager for adoption prior to starting User Acceptance Testing. ITC2 will incorporate testing of interfaces and modifications.

Subtask 3.1.8.2 – Integration Testing Deliverables

Subtask 3.1.8.2 Deliverables	• ITC1 Data Conversion Load • ITC1 Test Plan Outline • ITC1 Acceptance Criteria • ITC1 Plan Completion and Signoff • ITC2 Data Conversion Load • ITC2 Test Plan Outline • ITC2 Acceptance Criteria • ITC2 Plan Completion and Signoff (includes interfaces and modification testing)
-------------------------------------	---

3. User Acceptance Testing (UAT)

The final phase of testing is UAT and starts with a code freeze. Only critical path items will be altered during this phase as agreed upon by both parties after analyzing the risk of introducing these changes. Once complete, the UAT constitutes acceptance of the system as ready for Go Live. In combination with staff training readiness and organization readiness, the UAT and its acceptance help to drive the Go/No Go criteria that lock down the live date of the software.

Advanced will coordinate with the TOWN to select the integration test scripts that will be used during UAT.

Subtask 3.1.8.3 – User Acceptance Testing Deliverables

Subtask 3.1.8.3 Deliverables	• UAT Data Conversion Load • UAT Test Plan Outline
-------------------------------------	---

	• UAT Acceptance Criteria • UAT Plan Completion and Sign Off
--	---

The Advanced PM will work with the TOWN to ensure that test results for each testing phase provide evidence that CIS Infinity capabilities have been properly integrated and tested in the TOWN's test environment. Advanced will work with the TOWN to support performance tests.

Subtask 3.1.9 - End User Training

Subtask 3.1.9		
<i>Start</i>	<i>End</i>	<i>Duration</i>
TBD	TBD	8 weeks

Advanced will provide CIS Infinity End User training to the TOWN to secure a working knowledge of CIS Infinity using acceptable adult learning principles. As part of the Training Plan, Advanced will work with the TOWN to jointly create the appropriate Training Matrices (part of the Training Plan) that will identify classes and the Advanced and the TOWN staff attendance needs.

Each End User training session will have an attendance sheet that matches the End User training schedule. Once each session is complete, the TOWN will sign-off on a **Training Session Sign-off Form** signifying that the training session has been completed.

Subtask 3.1.9 – Deliverables

Subtask 3.1.9 Deliverables	• Completion of onsite Instructor Led End User Training • Training Session Sign-off
-----------------------------------	--

Subtask 3.1.10 - Go/No Go Criteria

Subtask 3.1.10		
<i>Start</i>	<i>End</i>	<i>Duration</i>
TBD	TBD	1 week

Advanced will initiate a process of gauging system readiness that will be measured using jointly-defined Go/No Go Criteria by Advanced and the TOWN to determine if CIS Infinity is prepared for use in a production environment. The criteria will be agreed to by the TOWN Project Manager and documented by Advanced in the **Go/No Go Criteria List**.

The following will be part of the process:

- Review system readiness
- Review staff readiness
- Review organization readiness

Subtask 3.1.10 – Deliverables

Subtask 3.10 Deliverables	• Go/No Go Criteria List • Review, Sign-off and Authorization • Final Release Data Conversion Load
----------------------------------	--

Subtask 3.1.11 - Transition to Live

Subtask 3.1.11		
<i>Start</i>	<i>End</i>	<i>Duration</i>
TBD	TBD	5 weeks

The Advanced PM will develop a **Cutover Plan** that details the steps and responsibilities for Advanced and the TOWN to transition CIS Infinity to the TOWN production (live) environment. The **Cutover Plan** will include but not be limited to the following items:

- Full emergency contact information
- Detailed steps and communications of when data extract is obtained and data conversion is returned.
- Ordered steps for ensuring balancing of the system
- Delineate whether a test system is refreshed at the same time as production for any required process testing
- Post-cutover test plan and checklist
- Criteria that determine when the system will be turned over to end user staff
- A embedded communication plan
- Agreement with Advanced staff to defer application of updating functions until system processing is in balance
- A formal release that documents that the system has been handed to the TOWN in full balance

The transition to live will have a new data conversion in which the data validation parameters, bill codes, rate mapping and transaction codes will all be approved by the TOWN and the Advanced PM.

The cutover to live will occur over a weekend and will be coordinated by the Advanced PM and TOWN staff. The Advanced staff will be onsite the weekend prior to the live date and two weeks following go live. The SI staff will be on- site the weekend of and the week after Go Live. A second week of on-site Post Live support will be provided by SI, if needed, upon request by TOWN to the SI Project Manager.

Subtask 3.1.11 – Deliverables

Subtask 3.3.11 Deliverables	• Cutover Plan • AR Balancing Sign Off • Bill Code Sign Off
------------------------------------	---

	• Transaction Code Sign Off • Data Conversion Validation Parameters sign off
--	---

Subtask 3.1.12 - Post Go Live

Subtask 3.1.12		
<i>Start</i>	<i>End</i>	<i>Duration</i>
TBD	TBD	2 weeks

Advanced will assist the TOWN throughout the post live implementation phase to identify and respond to any needs and concerns. During the Post Go Live period (80 business hours), Advanced will supply, one person for two weeks onsite support to ensure a smooth transition to support. During this phase of the project, the following items will be supplied to the TOWN:

- Weekly PM and technical staff meetings to review all high-priority items.
- One person for two weeks of onsite customer support.
- Full transition to support Audit (internal to Advanced).
- Introduction and transition to Support.

Throughout the Post Go Live period, the Advanced PM will continue to act as primary resource for all issues. Upon completion of the Post live support period, the TOWN will transition to the Advanced's Customer Service and Support Department as per the Support and Maintenance agreement.

Subtask 3.1.12 – Deliverables

Subtask 3.1.12 Deliverables	• Completion of Post Go Live Support
------------------------------------	--

Subtask Task 3.2 – iNovah Implementation Approach

This task covers the implementation approach System Innovators (“SI”) will take to replace the TOWN's current central cashiering system. SI will provide cashiering software (“iNovah”) to the TOWN for the collection of payments. SI will also provide project management, tailoring, configuration, customization, installation, training, and support services for the iNovah implementation through this SOW.

Assumptions

The following assumptions have been made for the implementation of iNovah:

1. The following TOWN resources will be available to work on the iNovah implementation:
 - Executive sponsor
 - Project manager (may be separate functional and technical leads)
 - Payment processing subject matter expert
 - Host system subject matter expert
 - iNovah administrator
 - Network administrator
2. A high-speed remote VPN connection to iNovah is available for testing and production support

3. The configuration of computer servers, PCs, networks and third party software is the TOWN's responsibility
4. System Innovators staff will be provided with workspace for up to 2 people when performing onsite services. The workspace will be equipped with a connection and access rights to the TOWN's network.
5. System Innovators staff will have console access to iNovah servers when performing services onsite.
6. The TOWN will provide the services described in this SOW in a timely fashion to allow SI to meet agreed upon schedules.
7. To enable an interface to iNovah, the TOWN will provide SI the appropriate vendor contacts for the software application programming interface (API) to all applications to be interfaced.
8. The TOWN will provide a test and production environment for iNovah.

System Innovators Deliverables

System Innovators will provide the following standard products and services:

Item	Qty	Description
1.	1	iNovah Enterprise Version 2 software (latest base version without modifications)
2.	1	Day remote System Overview class
3.	2	Day onsite assessment meeting at TOWN facilities to identify business requirements and existing workflows
4.	1	Implementation Document including all TOWN requirements and the required changes to the base version of iNovah to meet those requirements
5.	1	Tailored version of iNovah to meet the TOWN requirements documented in the Implementation Document
6.	1	Customized batch interface to TOWN system
7.	1	Remittance Image Tender Export
8.	1	Remote installation of the tailored version of iNovah in a test environment at TOWN facilities
9.	1	Remote Two-day, System Administration class for up to 10 TOWN representatives involved in implementing iNovah (subject matter experts and application administrators)
10.	2	Days of end-user training and/or train the trainer at the discretion of the TOWN for iNovah users and TOWN's trainer
11.	2	Days of onsite production support when iNovah goes into production for each phase

Subtask 3.2.1 Project Management

Subtask 3.2.1.1 - System Innovators Responsibilities

A Director of Client Services for System Innovators will serve as the System Innovators Project Manager for the iNovah implementation. He or she will be responsible for the following project management activities:

1. Managing all System Innovators personnel assigned to the project
2. Managing the activities assigned to System Innovators in this SOW
3. Managing the iNovah project schedule and reporting variances.
4. Coordinating the iNovah implementation schedule with the Advanced PM
5. Coordinating weekly conference calls and meetings with the Advanced Project Manager
6. Providing bi-weekly progress reports to the TOWN and Advanced Project Manager

7. Reviewing bi-weekly progress reports created by TOWN Project Manager and providing feedback to the TOWN and Advanced Project Manager
8. Documenting TOWN customization and configuration requirements in functional specifications
9. Documenting recommendations for site preparation and infrastructure changes
10. Reviewing an Acceptance test plan provided by SI and reviewed by the TOWN.
11. Coordinating delivery of all hardware and software with the TOWN Project Manager
12. Coordinating training, installation and testing services with the TOWN Project Manager
13. Verifying acceptance of all delivered products and services
14. Coordinating the delivery of all Software warranty services and Hardware Support Services

Subtask 3.2.1.2 TOWN Responsibilities

TOWN will assign a TOWN Project Manager for the iNovah implementation. At least thirty percent (30%) of this person's time will be dedicated to this project for the duration of the project. This person will be responsible for the following project management activities:

1. Managing the project related activities of all people assigned to this project other than System Innovators personnel
2. Managing the activities assigned to TOWN in this SOW
3. Coordinating project schedule changes with the SI Project Manager via the Advanced Project Manager
4. Coordinating conference calls and meetings with the SI Project Manager via the Advanced Project Manager
5. Reviewing bi-weekly progress reports created by System Innovators Project Manager and providing feedback to the System Innovators and Advanced Project Manager
6. Coordinating the collection of information for tailoring, customization and configuration requirements
7. Reviewing and approving functional specifications documented by System Innovators
8. Coordinating site preparation and infrastructure changes
9. Documenting an acceptance test plan on scripts provided by System Innovators
10. Coordinating delivery of all Hardware and Software with the System Innovators Project Manager
11. Verifying acceptance of Delivery of iNovah
12. Coordinating training, installation and testing services with TOWN personnel, third party contractors and the System Innovators Project Manager
13. Verifying acceptance of first production use of iNovah (Live)
14. Coordinating TOWN requests for all Software warranty services and Hardware Support Services

Subtask 3.2.1 - Progress Reporting

Subtask 3.2.2.1 - System Innovators Responsibilities

The System Innovators Project Manager will coordinate all of the activities assigned to System Innovators with the TOWN and Advanced Project Manager through phone and email communications. A progress report summarizing the System Innovator activities and their status will be documented at an interval jointly agreed upon by both parties and emailed to the TOWN and Advanced Project Manager. This report will include the following information:

1. List of activities underway and their percentage of completion
2. List of expected activities for the next two weeks
3. List of outstanding, unresolved issues
4. Proposed schedule changes and reasons for change
5. Proposed scope changes and reasons for change

The System Innovators Project Manager will review the progress reports created by the Advanced Project Manager and provide feedback to resolve issues and changes.

Subtask 3.2.2.1 - TOWN Responsibilities

The TOWN Project Manager will coordinate all of the activities assigned to TOWN with the System Innovators Project Manager through phone and email communications. A progress report summarizing the TOWN activities that are expected will be provided by the System Innovators Project Manager and the TOWN Project Manager will document their status at an interval jointly agreed upon by both parties and emailed to the System Innovators Project Manager. This report will include the following information:

1. List of activities underway (provided by the SI PM) and their percentage of completion (provided by the TOWN PM)
2. List of expected activities for the next two weeks (provided by the SI PM)
3. List of outstanding, unresolved issues (provided by the TOWN PM)
4. Proposed schedule changes and reasons for change (provided by the TOWN PM)
5. Proposed scope changes and reasons for change (provided by the TOWN PM)

Subtask 3.2.3 - Changes, Issue Management & Escalation

This SOW and the documents referenced in this SOW govern the provision of products and services associated with this project. Any changes to the SOW, or these documents, must be approved by both parties as follows:

Subtask - 3.2.3.1 - System Innovators Responsibilities

1. If System Innovators requests a change, the request will be documented, along with reasons for the change, and forwarded to the TOWN and Advanced Project Manager for approval.
2. If TOWN requests a change, System Innovators will review the requested change and document their opinion of the impact on the SOW or other approved documents.
3. The System Innovators Project Manager will coordinate all discussions related to requested changes with the TOWN Project Manager.
4. The System Innovators and Advanced Project Manager will use a good faith effort to negotiate changes and the wording of those changes with the TOWN Project Manager.
5. If the respective Project Managers cannot agree on an appropriate change, the matter will be referred to the Executive Sponsors who will again use a good faith effort to negotiate changes and the wording of those changes.
6. If an approved change is needed in the SOW, the System Innovators Project Manager will prepare an Amendment for the TOWN's review, negotiate the wording in good faith and sign the approved Amendment.
7. If an approved change does not require an Amendment to the SOW, the System Innovators Project Manager will modify the Implementation Document in a manner approved by the TOWN Project Manager.

Subtask - 3.2.3.1 - TOWN Responsibilities

1. If TOWN requests a change, the request will be documented, along with reasons for the change, and forwarded to System Innovators and Advanced Project Manager for approval.
2. If System Innovators requests a change, the TOWN will review the requested change and document their opinion of the impact on the Agreement or other approved documents.

3. The TOWN Project Manager will coordinate all discussions related to requested changes with the System Innovators Project Manager.
4. The TOWN Project Manager will use a good faith effort to negotiate changes and the wording of those changes with the System Innovators and Advanced Project Manager.
5. If the respective Project Managers cannot agree on an appropriate change, the matter will be referred to Executive Sponsors who will again use a good faith effort to negotiate changes and the wording of those changes.
6. If an approved change is needed in the SOW, the TOWN will review, approve and sign an Amendment.
7. If an approved change does not require an Amendment to the Agreement, the TOWN Project Manager will acknowledge all changes to the Implementation Document in writing.

Subtask 3.2.4 - Hardware

Subtask 3.2.4.1 - System Innovators Responsibilities

System Innovators will provide the following products and services related to the hardware used in this project:

1. Peripheral hardware, identified in this Agreement, delivered to TOWN facilities.
2. Recommendations for server hardware to be provided by SI
3. Recommendations for personal computers to be provided by SI
4. Recommendations for computer network changes to be made by SI
5. Installation of provided peripheral hardware on personal computers in the test environment at the TOWN facilities

Subtask 3.2.4.1 - TOWN Responsibilities

TOWN will provide the following products and services related to the hardware used in this project:

1. At least two (2) computer servers meeting the server recommendations provided by System Innovators
2. Personal computers, for all cashiering and supervisory workstations, meeting the workstation recommendations provided by System Innovators
3. Computer network connectivity between all personal computers, servers and other computers where interfaced applications reside
4. Backup hardware for the computer servers
5. Universal Power Supply (UPS) equipment for the computer servers
6. Installation and maintenance of all hardware provided by the TOWN
7. Installation of peripheral hardware, provided by System Innovators, in the production environment

Subtask 3.2.5 - Software

Subtask 3.2.5.1 - System Innovators Responsibilities

System Innovators will provide the following products and services related to the Software used in this project:

1. iNovah delivered to TOWN facilities
2. Installation of iNovah on servers and personal computers in the test environment at the TOWN facilities
3. Installation of third party Software, provided by System Innovators, on servers and/or personal computers in the test environment at the TOWN facilities

Subtask 3.2.5.2 - TOWN Responsibilities

TOWN will provide the following products and services related to the software used in this project:

1. Microsoft operating system software for all servers and personal computers (XP Pro, Server 2003)
2. Microsoft SQL Server 2005/2008 software for the database server
3. Computer network software supporting IP communications between all personal computers, servers and other computers where interfaced applications reside
4. Backup software for the computer servers
5. Virus protection software for all computer servers and personal computers
6. Installation and maintenance of all software provided by the TOWN
7. Installation of software, provided by System Innovators, in the production environment

Subtask 3.2.6 - Training

Subtask 3.2.6.1 - System Innovator Responsibilities

System Innovators will provide the following services related to training:

1. One person to conduct a 1-day System Overview Training class remotely
2. One person to conduct a 3-day System Training class at TOWN facility
3. One person to conduct 3 days of End User classes at TOWN facility
4. One copy of all training materials and documentation on electronic media

Subtask 3.2.6.2 - TOWN Responsibilities

TOWN will provide the following equipment and services related to training:

1. Sending at least 4 representatives to the System Overview training class conducted by System Innovators
2. Training room appropriate for number of installed and networked personal computers with access to test or training servers
3. Computer projector and screen for training classes
4. Peripheral hardware
5. Windows XP version or higher and Internet Explorer training for all cashiers and other users that do not have experience with these computer applications
6. Sending at least 4 representatives to the System Training class conducted by System Innovators
7. Sending cashiers and supervisors to the End User training class conducted by System Innovators
8. Having end users practice the exercises taught in End User Training for 4 hours
9. Additional printed copies of reference or training materials

Subtask 3.2.7 - Tailoring, Configuration & Customization

The SI interfaces in Task 2 are included in the contract and will be configured by SI

Subtask 3.2.7.1 - System Innovators Responsibilities

1. Tailor software routines within iNovah to handle input devices included in the functional specifications (i.e. OCR readers)
2. Tailor software routines within iNovah to call custom interface routines included in the functional specifications

3. Input all parameters in iNovah maintenance tables and configuration files required to create the configuration included in the Implementation Document
4. Provide documentation and sample code for each type of callable XML based Web Services
5. Aid in design of callable Web Service(s) to retrieve customer account information from XML based documents supplied by the TOWN to support two-way interfaces.
6. Aid in design of callable Web Service(s) to post payment information to XML based documents supplied by the TOWN to support batch interfaces.
7. Design and code other custom features for iNovah as specified in System Innovators proposal.

Subtask 3.2.7.2 - TOWN Responsibilities

1. Provide the requirements for all tailoring, configuration and customization to be provided by System Innovators.

Subtask 3.2.8 - Installation & Testing

Subtask 3.2.8.1 - System Innovators Responsibilities

1. Unit test each modification to iNovah
2. Perform system tests on the tailored version of iNovah to ensure that the system performs standard functions as expected and meets all requirements included in the Implementation Document
3. Install iNovah at TOWN facility for acceptance testing
4. Verify that all Hardware and Software is properly installed at TOWN facility and ready for acceptance testing
5. Assist TOWN in performing the Acceptance Test Plan
6. Review the results of acceptance testing and correct documented deficiencies
7. Verify Delivery of iNovah once the Acceptance Plan has been completed and all deficiencies have been corrected

Subtask 3.2.8.2 - TOWN Responsibilities

1. Install all TOWN provided hardware and software for testing and verify that the environment is working properly
2. Install VPN access to test system for access by System Innovators support staff
3. Unit test each modification to TOWN provided software
4. Perform system tests on customized TOWN software to ensure that it interfaces other TOWN applications properly
5. Perform all tests documented in the Acceptance Test Plan
6. Document any deficiencies found during the acceptance tests
7. Retest iNovah once any deficiencies are corrected and verify that functional requirements are met
8. Document acceptance of iNovah (Delivery) once the Acceptance Plan has been completed and all deficiencies have been corrected.

Subtask 3.2.9 - Production Planning and Installation

Subtask 3.2.9.1 - System Innovators Responsibilities

1. Update the Implementation Document to reflect all changes to requirements, configuration and schedule agreed upon by the TOWN and System Innovators
2. Assist the TOWN in troubleshooting installation problems related to iNovah
3. Verify that VPN access to the production system works properly

Subtask 3.2.9.2 - TOWN Responsibilities

1. Ensure that all site preparations are completed

2. Install all computer hardware and software for the production system
3. Ensure that all staff members are appropriately trained
4. Install all required network cabling, hardware and software
5. Install VPN access to the production system for access by System Innovators support staff
6. Verify that all hardware, software and networks are working properly
7. Establish production user names and password on iNovah
8. Finalize the production roll out schedule

Subtask 3.2.10 - Production Roll Out

Subtask 3.2.10.1 - System Innovators Responsibilities

System Innovators will provide the following services when the system is placed in production:

1. One person on site to assist with any support or retraining issues that arise for 2 weeks following go live.
2. Assist the TOWN in monitoring the performance of iNovah and identifying any deficiencies
3. Correction of documented deficiencies in the production version of iNovah
4. Request acceptance of 'Live' status of iNovah once the System has been in production at any location for 30 days

Subtask 3.2.10.2 - TOWN Responsibilities

TOWN will provide the following services when the system is placed into production:

1. Provide trained supervisors to assist new users with iNovah
2. Document any problems that occur and provide information on any deficiencies in iNovah to System Innovators
3. Verify that documented deficiencies in iNovah have been corrected by System Innovators
4. Verify acceptance of the 'Live' status of iNovah once the System has been in production at any location for 30 days.

TASK 4 – PROJECT PHASE II – LUCITY ENTERPRISE ASSET MANAGEMENT

Overview

The TOWN has a need to deploy a solution to assist with asset management, work orders, service requests, facility maintenance and fleet management. The deployment of the Lucity EAM software under the conditions set forth in this scope of work will provide the TOWN with the capabilities to increase its operational efficiencies and better serve its constituents. The EAMS will incorporate the latest technology, particularly regarding:

- Mobile functionality – updating work orders in the field as work is completed, and determining where the new work order will take them
- GIS integration – viewing work via GIS mapping, and gathering costs and work order tasks based on mapping attributes (i.e. assets such as street segment, sign inventory or building location)

Subtask 4.1 - Software Installation

Working together on-site with the TOWN's designated Network and Applications Administrators, as required, Lucity will download installation components of the Lucity software from the Lucity Client Portal Web site and complete software installation procedures and processes including:

- Establishing multiple environments for testing/development, production and backup
- Configuring integration with TOWN's Windows Active Directory security
- Performing system-level testing (to ensure satisfactory performance) and performance tuning actions (if necessary)

Documentation provided (in Adobe Acrobat PDF format allowing reproduction by IVGID) with the Lucity software includes:

- On-line Help Guide
- Administration Manuals, User Manuals and Training Guides
- Installation Help Guide and Security Help Guide
- Version Release Notes, Installation Quick Guides and Upgrade Checklists
- Data dictionaries with descriptions of table/field attributes and relationship diagrams

Subtask 4.2 - System Configuration

Lucity will facilitate a "Discovery" Workshop to solicit input from appropriate TOWN staff for configuring the EAMS. Workshop topics will include:

- Discussion of industry best practices and current ("as-is") and desired ("to be") business processes, end-user workflows, and preventive maintenance (PM) activities/schedules of the Public Works divisions; appropriate legacy data for conversion/migration; and relevant documents to be linked to EAMS records
- Demonstrations of how the EAMS can best support those best practices, desired processes and workflows, activities, data and documents through the capabilities (configuration, functionality, integration, tracking and reporting) of the Lucity solutions
- Identification of the various end-user types and roles, and discuss EAMS access and privileges of each to be supported through the Lucity Security capabilities
- Discussion of audit tracking and reporting (operational, managerial and regulatory) requirements
- Gathering of the specific data and information needed for subsequent EAMS configuration and data migration efforts

Based on the knowledge transfer resulting from the Discovery Workshop, Lucy will initially configure the EAMS using the following applications, features and tools available with the Lucy solutions:

- Work Flow Setup module of the Work Administrator solution, used to:
 - Create a hierarchal structure of Categories by which service requests and work orders are organized, managed and tracked
 - Create lists of Problems, Causes, Tasks and Resources (Employees, Equipment, Material, Fluids, Crews and Contractors) for assignment to various Categories
 - Assign detailed information (including unit costs) to Resources
 - Create templates for Notifications (alert employees/supervisors of work assignments, past-due work, etc.) that can be automatically dispatched with service requests and work orders
 - Designate "Exclusion Days" (weekends, holidays, etc.) on which work orders will not be automatically generated for scheduled Tasks
- PM/Work Template module of the Work Administrator solution, used to create work order templates for recurring Tasks and apply schedules for PM Tasks
- Field properties settings, used to define specific parameters for selected data fields including caption names, pop-up lists, requiring input, restricting edits, setting default values and acceptable value ranges, applying calculations, etc.
- UI Administrator application, used to configure system security and personalize the various Web solutions for end-users (by group or individual) including
 - Dashboards that deliver specific desired real-time content (menus, data drills, asset hierarchies, reports, RSS feeds, URL links, etc.)
 - Specific data forms (general, detail and grid) and reports for service requests, work orders, employee timesheets and assets
 - Specific maps that deliver GIS integration functionality via the GIS Web solution
- Reporting capabilities, including templates (pre-defined and custom) and ad-hoc

Several iterations of the EAMS configuration will likely be necessary to fully support the TOWN's requirements. As supplements to additional on-site Workshops convened to approve applied configurations, Lucy will host several WebEx conferences with appropriate TOWN staff to exchange information and coordinate efforts throughout the duration of the configuration efforts.

Subtask 4.3 - Data Migration

Valid and appropriate data currently available that will be migrated from existing sources to the Lucy software include data from the four current work order management systems. Lucy will coordinate a data review process with the TOWN to review the data and determine the best course of action for its conversion.

The following data has been identified to be converted into Lucy:

Area	Data to be converted	Source of Data	Notes
Work Orders	All Open Work Orders	Vue Works; Antero; DPSI;	Active and historical work orders will be converted into the Lucy work order system.
Work Orders	All work order history for X years	Vue Works; Antero; DPSI	
Inventory	Active inventory	VueWorks	
Asset	Current Asset	VueWorks; Antero	Existing asset records will be

Management	relationships		converted into the corresponding Lucy asset modules.
Facilities Management	Standard Tasks	VueWorks	Work activities/tasks will be converted from the existing system.
Fleet Management	Active equipment inventory	DPSI	The DPSI database has not been reviewed. The estimated cost for conversion is based on experience converting data from other 3 rd party databases.
Fleet Management	Scheduled maintenance information	DPSI	
Fleet Management	Billing information	DPSI	

The TOWN will be responsible for providing Lucy source data, and reviewing and accepting migrated data. Lucy will be responsible for developing field mapping between source and target tables and converting and migrating data into the EAMS. This includes asset inventory data, historical work order and request data, and other related data that's determined appropriate and beneficial to the TOWN.

Subtask 4.4 - Interfaces & Integration

The TOWN desires multiple interfaces to a number of back-office systems as identified in Task 2. Lucy will lead the TOWN in an integration workshop to examine the needed Phase II interfaces and the best technology to deploy for each interface required. This would include a review of the existing interface API available by the third-party applications. Each interface will be follow the workflow presented below:

- Interface documentation – Responsibility of Lucy
- Interface design & coding – Responsibility of Lucy with input from TOWN
- Interface testing – Shared responsibility
- Interface acceptance – Responsibility of TOWN

As part of the interface efforts the Lucy API will be installed and configured for use by the proposed or future interface needs of the TOWN. This web service API allows Lucy, the TOWN, or any third-party to interface directly with the Lucy application. The API supports a number of standard business objects for such things as creating service requests/work orders, updating system records (assets/work/requests), GIS interfaces and mobile capabilities.

Subtask 4.5 - Training

Description of the typical training efforts Lucy provides for the Lucy solutions follow. A more detailed Training Plan for the EAMS deployment, customized to the TOWN's needs based on the specific EAMS configuration and integrations will be provided prior to training.

System Administration

The goal of this training is for the System Administrator to be reasonably self-sufficient in refining, expanding and sustaining the EAMS.

- *System installation and maintenance*
 - Completing procedures as outlined in the Installation Help Guide for the initial Lucy software installation and future software upgrades
 - Reviewing the documentation provided as Installation deliverables

- Reviewing the technical support and software maintenance services and resources available we provide through the Lucy Constant Connection Program
- Discussing the current backup and recovery practices for the TOWN's data, and reviewing suggested practices specific to the EAMS
- *Security*
 - Completing procedures as outlined in the Security Help Guide for adding new end-users, and defining end-user group and individual permissions for EAMS access and use
- *Configuration*
 - Using the applications, parameters and settings available with the Lucy solutions to refine the EAMS configuration
- *Documents*
 - Completing procedures for establishing links between EAMS records and externally managed electronic documents
 - Adding custom content to the on-line Help system via hyperlinks to externally managed information
- *GIS*
 - Using the GIS solutions for completing processes for configuring and refining the GIS integration
- *Reporting*
 - Adding custom reports
- *Data import/export*
 - Importing data using the Data Import application, and exporting data using the EAMS reporting capabilities

Lucy will provide train-the-trainer type training to the Town's Administrators through on-site sessions, supplemented with additional sessions completed via WebEx conferencing; and "hands-on" training included within the joint efforts to complete other implementation tasks. They will also use this type of training to train the power users.

End-User Production

This training consists of a series of workshops and breakout sessions completed on-site, supplemented with additional sessions completed via WebEx conferencing. The goal of this training is to provide end-users the knowledge, skills and confidence to successfully complete their specific business processes and operational workflows.

Lucy suggests that end-users be segregated into groups that share common requirements with regard to access and use of the EAMS. Our experience has shown that training is most effective when workshops and sessions are limited to groups of ten (10) or less individuals.

- *General*
 - *Dashboard*: Using "Home" pages with personalized real-time content
 - *Filter*: Creating queries to produce specific record sets
 - *Locate*: Quickly finding a specific record within the current "Filter"
 - *Show in Map*: Opening a GIS map and zooming to assets and locations (customer addresses, work sites, etc.)
 - *Document Control*: Linking electronic documents (images, videos, as-built drawings, O&M manuals, Web site links, etc.) to records
 - *Subset Manager*: Loading filtered data from one application into other applications
 - *Browse*: Creating and exporting ad-hoc reports
 - *Reports*: Using standard report templates
 - *Help*: Using the on-line, context-sensitive Help system
- Service request management, work order management and inventory control

- Creating, assigning, routing and completing service requests, and work orders in response to service requests
- Establishing work order templates for recurring activities and PM schedules for assets
- Creating, assigning, routing and completing work orders from templates and PM schedules
- Performing in-house and external billing of work order costs
- Maintaining inventories of parts and materials used on work orders
- Viewing linked electronic documents
- Using GIS to locate customers and work locations
- Producing operational, management and regulatory reports
- Asset management
 - Collecting and maintaining asset attributes
 - Establishing appropriate relationships between assets
 - Assessing the condition, and tracking the operating status, of assets
 - Interpreting asset lifecycle costs
 - Viewing linked electronic documents
 - Using GIS to locate assets and display condition assessment data
 - Validating and transferring data from external data collection systems
 - Producing operational, management and regulatory reports
- Work planning and budgeting
 - Creating, analyzing, reporting and updating activity Work Plans
- Project management
 - Creating, analyzing, reporting and updating Projects

TASK 5 – PROJECT PHASE III – INOVAH

Overview

This task covers the integration of iNovah to support cashiering for additional TOWN back end systems not implemented in Phase I, namely;

1. Interface #28 - Event registration payments
2. Interface #35 - MUNIS Bank Reconciliation
3. Interface #44 – Energov Community payments

Project Phase III will occur at the same time as Phase II however there are no noted project dependencies between these two phases.

APPENDIX A – PHASE I - PRELIMINARY PROJECT PLAN

CIS Infinity



CIS Infinity Project Plan May 17-2013 - JiForma Project Plan - .



CIS Infinity Pro

iNovah

Task Name	Effort (business days)	Resource
iNovah Version 2 Installation High Level Project Plan	59 days	
Project Preparation	6 days	
Confirm Schedule: <i>Conference call to establish project timeline with a definitive start date and an anticipated cutover date</i>	1 day	SI & Client
Identify Resources & Availability: <i>Identify the key participants along their availability and any non-work days such as holidays and office closures</i>	2 days	SI & Client
Confirm VPN Access: <i>Work with client's security team to configure and test VPN access and the ability to get to any servers and workstations used for development and testing</i>	3 days	SI & Client
Review iNovah Hardware and Software Requirements: <i>Confirm client checklist is complete and accurate and all servers, databases, and workstations used in development and testing conform to the iNovah Version 2 requirements</i>	1 day	SI & Client
Development & Installation	30 days	
Database Conversion: <i>Convert the test and development payment data and configuration data to version 2 format using database conversion scripts. Convert from SQL Server 2000 to SQL Server 2005 if applicable to existing RC-CFW user.</i>	7 days	SI & Client
Base Product Installation: <i>Install the Base iNovah Version 2 product on the test and development servers. Install a test and development iNovah Cashier workstations. Test core features to ensure base system is fully operational: cashiering, batch management, queries, reporting, configuration, deployment.</i>	4 days	SI & Client
Custom Development: <i>Custom business logic. As defined as a part of the high level project scope and onsite assessment.</i>	14 days	SI
Development Test: <i>Test all aspects of iNovah Version 2 to ensure behavior is accurate. Test all custom business logic and integrations to ensure expected results.</i>	5 days	SI
iNovah V2 Overview / Unit Testing (ONSITE)	5 day	
iNovah V2 – System Administration Overview: <i>Introductions and overview of new features Using new and changed features of cashier User preferences Payment searches Allocation fast entry XML Imports Tender Pickups Using new and changed features of web application Query – transaction details screen features Query – new Find functionality</i>	5 days	SI & Client

Task Name	Effort (business days)	Resource
<i>Web Adjustment Module for transaction adjustments</i> <i>Reports – new Recent and Favorites tabs</i> <i>Reports – new report viewer</i> <i>Batch Management – new details screen and reporting</i> <i>New features: cashier status, broadcast messaging, quick payment entry, merge offline data, update services statistics, and more...</i> <i>Questions and Answers</i> Unit Testing, Defect Coding, and Development of UAT Test Plan: <i>Test all aspects of iNovah Version 2 to ensure behavior is accurate. Test all custom business logic and integrations to ensure expected results. Test in parallel with Version 2 to ensure expected results are identical. Unit testing includes the peripheral hardware.</i>		
Client Testing	10 days	
Testing – Base iNovah: <i>Test all features for the core iNovah product to ensure behavior mimics results from same Version 2 parallel testing where applicable</i>	2 days	Client
Testing – Integrations: <i>Test all integration points to ensure behavior mimics results from same Version 2 parallel testing</i>	5 days	Client
Testing – Customizations: <i>Test all custom business logic to ensure behavior mimics results from same Version 2 parallel testing</i>	3 days	Client
End User Training (ONSITE)	4 days	
End User Training: <i>Classroom training for cashiers and cashier supervisors. Includes iNovah Cashier, iNovah web functions, and peripheral hardware.</i>	4 days	Client
Production Implementation	4 days	
Database Conversion: <i>Convert the production payment data and configuration data to version 2 format using database conversion scripts.</i>	1 day	SI & Client
Customized Client Product Installation: <i>Install the fully customized iNovah Version 2 product on the production server. Install the iNovah Cashier on all production workstations. Test core features to ensure base system is fully operational: cashiering, batch management, queries, reporting, configuration, deployment.</i>	1 day	SI & Client
Go Live	1 day	SI & Client
Remote Support (Standard Support Hours)	1 day	SI
Project Completion		

APPENDIX B – SUMMARY OF CIS INFINITY DELIVERABLES & RESPONSIBILITIES

Del #	Subtask Per SOW	Name	Deliverable Description/Definition	Deliverable Owner
1	3.1.1	Initial Draft Project Plan	Draft Project Plan to be delivered by Advanced.	Advanced
2	3.1.1	Updated Monthly Project Plan	Project Plan updates are performed throughout the month and published monthly. The plan is updated for refinements to tasks, percent complete and milestone completions inclusive of resource updates and timeframe updates. Both parties will commit to staffing and resources to meet a rolling 3-month window.	Advanced
3	3.1.1	Training Plan	Jointly developed plan that defines TOWN resources to be trained, the courses to be delivered, materials, locations, facilities and other resources.	Advanced
4	3.1	Training Courses Syllabus	Document that outlines the duration, prerequisites and topics to be covered during the Advanced delivered standard training courses.	Advanced
5	3.1.1	Weekly Status Meetings & Report	Weekly meeting and report for Advanced and TOWN Project core team members to discuss work in progress, issues, risks, actions, near-term planned activities and associated resource commitments.	Advanced
6	3.1.1	Hardware ready for Software Installation	Application and database server are on TOWN network and the operating system and database software have been loaded.	TOWN
7	3.1.1	Project Kick-Off Meeting Conducted	On-Site kick-off meeting held with the project team.	Advanced
8	3.1.1	Software Installation	Installation of CIS Infinity and Infinity.Link	Advanced
9	3.1.1	Installation Training	Installation training for technical personnel.	Advanced
10	3.1.1	Desktop Client Installation	TOWN to install client on remaining desktops.	TOWN
11	3.1.1	Installation Sign-off	Sign-off of that all installation activities are complete.	Advanced
12	3.1.1	CustomerWise Overview and Set up and	Advanced will provide TOWN with and overview of CustomerWise, the online tool for documenting and tracking issues as part of the CIS Infinity implementation. TOWN users will be provided with user ids and passwords which also provide access to the CIS Infinity Entity relationship diagrams and the Data Dictionary.	Advanced
13	3.1.1	System Overview Training	CIS Infinity overview training for core project team members.	Advanced
14	3.1.1	Functional and Data Conversion Discovery Workshop Agendas	Documents that outline the business and conversion processes to be discussed during the Functional and Data Conversion Discovery Workshops.	Advanced
15	3.1.2	Data Requirements for Functional Workshops	TOWN to provide business process documentation as identified in Subtask 3.1.2.	TOWN
16	3.1.2.1	Functional Discovery Analysis Workshop Conducted	Sessions that will assist Advanced in learning how TOWN conducts business as well as educating TOWN about the features and limitations of CIS Infinity. Advanced will lead the sessions with TOWN business process experts participating.	Advanced
17	3.1.2.1	Functional Discovery Document	Document that captures all learning and understanding gained in the Functional Discovery Analysis Workshops. Document will serve as a template for configuring CIS Infinity. TOWN will review and approve the document.	Advanced
18	3.1.2.2	Legacy System Conversion Information	TOWN to provide Advanced with key information to assist Advanced in developing the conversion programs and activities. Legacy CIS table layouts, ERDs (if available), screen shots, baseline accounts etc. to be provided by TOWN. AUS will make available layouts that AUS has from prior H.T.E conversions.	TOWN
19	3.1.2.2	Data Conversion Discovery Analysis Workshop Conducted	Sessions that will assist Advanced in determining the best approach to converting legacy data. Advanced will lead these sessions with TOWN technical and conversion/legacy data	Advanced

Del #	Subtask Per SOW	Name	Deliverable Description/Definition	Deliverable Owner
			experts participating.	
20	3.1.2.2	Data Conversion Plan	Jointly developed plan that defines detailed processes and tools that will be utilized for the conversion and includes data mapping, legacy data quality assessment, data cleansing, technical design, development and testing. It will also define timing for when data cleansing will be complete as well as defining the amount of historical data that will be converted. The Plan will also identify data conversion validation parameters that define how the source and target data will be reviewed and validated as being correctly extracted.	Advanced
21	3.1.3	Interface/Modification Discovery Workshop Agendas	Documents that outlines the items to be discussed during the Interface/Modification Discovery Workshop.	Advanced
22	3.1.3	Interfaces/Modification Workshop Conducted	Session that will aid Advanced in understanding modification requirements and the third party systems' interfacing capabilities to determine the best approach for interfacing with the identified third party systems.	Advanced
23	3.1.3	Functional Specification for Interfaces/Modifications	Functional requirement specifications for CIS modifications and interfaces identified in Task 2 of this Statement of Work.	Advanced
24	3.1.3	Technical Specification for Interfaces/Modifications	Technical Specifications for CIS interfaces/modifications identified in Task 2 of this Statement of Work.	Advanced
25	3.1.4	Data Cleansing and Initial Data Extract from Legacy CIS	TOWN to perform data cleansing activities as identified during the Technical/Data Conversion Discovery Workshop. TOWN to provide an initial extract of Legacy CIS data in the agreed upon format to Advanced. Data extract from the legacy system will be repeated for each test conversion. Advanced will support TOWN where required.	TOWN
26	3.1.4	Configuration Checklist	Document that identifies TOWN owned Control forms that have been configured by Advanced, rate mappings and listing of all configuration type interfaces.	Advanced
27	3.1.4	Initial Data Conversion Load	Loading of initial conversion by Advanced on TOWN's system.	Advanced
28	3.1.4	Data Validation Parameters Audit	Report that documents the results of the agreed upon conversion validation parameters for both the source and target data.	Advanced
29	3.1.4	Initial System Configuration	Configuration of the control forms and rates by Advanced utilizing the approved Functional Discovery Document.	Advanced
30	3.1.4	Functional Test Scripts	Generic functional test script provided by Advanced to TOWN to test data conversion and individual functions/processes in the systems (i.e. not end to end testing).	Advanced
31	3.1.5	Training Workbooks	Standard Training Workbooks that will be used to facilitate Core Team and End User training execution for each training course identified in the Training Plan.	Advanced
32	3.1.5	Core Team Training	Execution and completion of Core Team training per the Training Plan. Training will include CustomerWise training.	Advanced
33	3.1.6	Functional Reports Matrix & Reports Matching	Document that lists all standard reports provided by Advanced and designates reports that are required by TOWN. Advanced will provide functional knowledge related to the standard reports and the knowledge of the underlying database that will be required to create the new reports.	Advanced
34	3.1.6	Custom Reports Specification	Each custom developed report will contain a Report Specification. The Report Specification will have two primary sections 1) Functional Design and 2) Technical Designs. The Report Specifications will at a minimum contain: Key Elements of the deliverable will be: Report Name, General Description, Description of the Departments that use the report, Report Owner, Data Fields and Descriptions Needed For the Report, Mathematical Calculations for the Report, Sorting, Filtering, Security and any other items deemed necessary by TOWN.	Advanced
35	3.1.7	Interface Configuration and Testing	Configuration and testing of CIS configuration type interfaces that have been identified in Task 2 of this Statement of Work.	Advanced
36	3.1.7	Code, test and rollout of	CIS Code Modifications and Interfaces as described in Task 2	Advanced

Del #	Subtask Per SOW	Name	Deliverable Description/Definition	Deliverable Owner
		Interfaces/Modifications	of this Statement of Work. Advanced developed interfaces will be tested by Advanced before integrating into TOWN environment.	
37	3.1.8	Legacy Data Refreshes	TOWN to provide Advanced an extract of Legacy CIS data in the agreed upon format throughout the testing phases (Functional, ITC1, ITC2, UAT), as required. Five data refreshes are anticipated throughout the project, which include the data refresh prior to Go Live. AUS will support TOWN where required.	TOWN
38	3.1.8.1	Functional Test Data Conversion Data Load & Validation	Loading of conversion data by Advanced on TOWN's system. Includes audit report that documents the results of the agreed upon conversion validation parameters for both the source and target data.	Advanced
39	3.1.8.1	Functional Test Plan	Defines the success criteria, goals, objectives, and scope of Functional Testing, inclusive of resources roles, and responsibilities, test environment/instance management. This document outlines the plan for Functional testing, specific scripts and expected results and Includes agreed upon pass/fail acceptance criteria.	Advanced
40	3.1.8.1	Rates Testing Matrix	Advanced will furnish a document outlining all necessary rates and rate scenario's to be tested. TOWN is responsible for testing and confirming all rates and rate scenarios are accurate and reflect the billing requirements of TOWN.	Advanced
41	3.1.8.1	Functional Test Scripts Execution	TOWN to conduct testing as outlined in the Functional Test Plan, document test results (pass/fail) and log any issues in CustomerWise for resolution by Advanced.	TOWN
42	3.1.8.1	Functional Test Plan Completion Sign-off	Completion of the Functional Test Plan to TOWN's satisfaction.	Advanced
43	3.1.8.1	Integration Test Scripts	Generic Integration Test scripts provided by Advanced. Scripts are design to test end to end system functions.	Advanced
44	3.1.8.2	Integration Test Data Conversion Data Load & Validation	Loading of conversion data by Advanced on TOWN's system. Includes audit report that documents the results the agreed upon conversion validation parameters for both the source and target data.	Advanced
45	3.1.8.2	Integration Test Plan	Defines the success criteria, goals, objectives, and scope of Integrated Testing, inclusive of resources roles, and responsibilities, test environment/instance management. Defines the integration test scenarios that will be tested during integration testing including input data and expected outputs. The integration testing scenarios will include, Base Functionality, System Operation Requirements, Reporting, and Modifications, Interfaces and data conversion. The expected results will model multiple months of data entry and include daily cycles, monthly cycles and quarterly closeouts to model production processing. The Test Plan Includes agreed upon pass/fail acceptance criteria.	Advanced
46	3.1.8.2	Integration Test Scripts Execution	TOWN to conduct testing as outlined in the Integration Test Plan, document test results (pass/fail) and log any issues in CustomerWise for resolution by Advanced.	TOWN
47	3.1.8.2	User Acceptance Test Scripts	Generic User Acceptance test scripts provided by Advanced.	Advanced
48	3.1.8.2	Integration Test Plan Completion Sign-off	Completion of the Integration Test Plan to TOWN's satisfaction.	Advanced
49	3.1.8.3	User Acceptance Test Data Conversion Data Load & Validation	Loading of conversion data by Advanced on TOWN's system. Includes audit report that documents the results of the agreed upon conversion validation parameters for both the source and target data.	Advanced
50	3.1.8.3	User Acceptance Test Plan	Defines the acceptance test plan and scenarios that will be used during User Acceptance testing including input data, converted data and expected outputs. Defines the User Acceptance test scenarios that will be tested during User Acceptance testing including input data and expected outputs and agreed upon pass/fail acceptance criteria.	Advanced

Del #	Subtask Per SOW	Name	Deliverable Description/Definition	Deliverable Owner
51	3.1.8.3	User Acceptance Test Scripts Execution	TOWN to conduct testing as outlined in the User Acceptance Test Plan, document test results (pass/fail) and log any issues in CustomerWise for resolution by Advanced.	TOWN
52	3.1.8.3	User Acceptance Test Plan Completion Sign-off	Completion of the User Acceptance Test Plan to TOWN's satisfaction.	Advanced
53	3.1.9	End User Training & Sign off	Execution and completion of End-User training per the Training Plan.	Advanced
54	3.1.10	Go/No Go Criteria Document	Criteria that will be adhered to enable cutover to Production to proceed. It includes metrics to evaluate project management readiness, business solution testing readiness, business readiness, IT infrastructure readiness and reorganization/people readiness.	Advanced
55	3.1.10	Go / No Go Decision Document approved for Go Live	Defines the outcomes of application readiness based on the defined Go/No Go Criteria document and Cutover Plan defined. The result will be a decision to Go-live or to identify issues that will need to be resolved prior to Go-Live or can be deferred to post go-live. The decision to transition to Go Live will be approved when the items defined in the Cut-Over and readiness assessment has been successfully achieved and there are no significant agreed upon issues that will impact transition to Production.	Advanced
56	3.1.11	Cutover Plan	Defines steps and responsibilities of Advanced and TOWN during transition to Production. Includes steps to achieve system balance and includes a conversion cutover plan.	Advanced
57	3.1.11	Go Live Data Load & Validation	Loading of conversion data by Advanced on TOWN's system. Includes audit report that documents the results of the agreed upon conversion validation parameters for both the source and target data.	Advanced
58	3.1.11	Go Live	System is operating and being used. Balancing of legacy and Advanced CIS has been validated and signed-off by TOWN.	Advanced
59	3.1.12	Completion of Post Live Support	Conclusion of two week Post live support period.	Advanced
60	3.1.12	Production Support Meeting	Hand-off from the on-site post Go-Live support to the standard remote support. A report that defines status of the system is will be included in the hand-off process.	Advanced
61		CIS Phase II Interfaces	Acceptance of CIS interfaces to be delivered in Phase II as defined in Task 2.	Advanced

APPENDIX C – SUMMARY OF LUCITY DELIVERABLES & RESPONSIBILITIES

Del #	Subtask Per SOW	Name	Deliverable Description/Definition	Deliverable Owner
1	4	Training Plan	Jointly developed plan that defines TOWN resources to be trained, the courses to be delivered, materials, locations, facilities and other resources.	Lucity
2	4	Onsite Follow-up Report	Following each onsite activity Lucity will prepare an Onsite Follow-up report detailing the tasks that were accomplished, what is pending, action items and responsibilities	Lucity
3	4.1	System Design Diagram	Lucity will provide a system design diagram detailing the hardware and software requirements required to deploy the Lucity application on the TOWN's network environment.	Lucity
4	4.1	Hardware ready for Software Installation	Application and database server are on TOWN network and the operating system and database software have been loaded.	TOWN
5	4.1	Software Installation	Installation of Lucity	Lucity
6	4.1	Installation Training	Installation training for technical personnel.	Lucity
7	4.1	Desktop Client Installation	TOWN to install client on remaining desktops.	TOWN
8	4.1	Installation Sign-off	Sign-off of that all installation activities are complete.	Lucity
9	4.2	System Overview Demonstration	Lucity overview for core project team members.	Lucity
10	4.2	Functional and Data Conversion Discovery Workshop Agendas	Documents that outline the business and conversion processes to be discussed during the Discovery Workshops.	Lucity
11	4.2	Data Requirements for Discovery Workshops	TOWN to provide business process documentation as identified in Subtask 4.2.	TOWN
12	4.2	Discovery Workshops	Sessions that will assist Advanced in learning how TOWN conducts business as well as educating TOWN about the features and limitations of Lucity. Advanced will lead the sessions with TOWN business process experts participating.	Lucity
13	4.2	Initial System Configuration	Configuration of the forms and dashboards for Lucity Web.	Lucity
14	4.3	GIS Configuration Plan	Configuration of the GIS database to read and write from the Lucity application. TOWN will provide knowledgeable staff to assist with the GIS review and planning.	Lucity
15	4.3	GIS Database Changes	With assistance from Lucity, the TOWN will modify the geodatabase based on recommendations provided by the GIS Configuration Plan.	TOWN
16	4.3	Data Conversion Plan	Jointly developed plan that defines detailed processes and tools that will be utilized for the conversion and includes data mapping, legacy data quality assessment, data cleansing, technical design, development and testing. It will also define timing for when data cleansing will be complete as well as defining the amount of historical data that will be converted.	Lucity
17	4.3	Data Cleansing and Initial Data Extract from Legacy Systems	TOWN to perform data cleansing activities as identified in the Conversion Plan. TOWN to provide an initial extract of Legacy asset/work order data in the agreed upon format to Lucity. Data extract from the legacy system will be repeated for each test conversion. Lucity will support TOWN where required.	TOWN
18	4.3	Initial Data Conversion Load	Loading of initial conversion by Lucity on TOWN's system.	Lucity
19	4.3	Final Data Conversion Data Load & Validation	Loading of conversion data by Lucity on TOWN's system. The task will be executed after several iterations of data conversion plan and testing.	Lucity
20	4.4	Interface Configuration and Testing	Configuration and testing of CIS configuration type interfaces that have been identified in Task 2 of this Statement of Work.	Advanced
21	4.4	Code, test and rollout of Interfaces/Modifications	Lucity code modifications and interfaces as described in Task 2 of this Statement of Work. Advanced developed interfaces will be tested by Advanced before integrating into TOWN environment.	Lucity
22	4.4	Integration Testing	TOWN to conduct testing with assistance from Lucity.	TOWN

Del #	Subtask Per SOW	Name	Deliverable Description/Definition	Deliverable Owner
23	4.5	Training Agenda	Lucity will prepare training agendas detailing the topics for training for both System Administration Training and End User training.	Lucity
24	4.5	System Administration Training	Execution and completion of System Administration Training per the Training Agenda.	Lucity
25	4.5	End User Training	Execution and completion of End User Training per the Training Agenda	Lucity
26	4.5	Go Live	System is operating and being used. Balancing of legacy and Lucity has been validated and signed-off by TOWN.	Lucity

APPENDIX D – CONSOLIDATED FEE AND PAYMENT SCHEDULE

		Module				
		iNovah	CIS Infinity	Lucity	TWI	Total
A.	License Fees:					
	On execution of this agreement: (25% of license fee)	33,412	41,250	25,217	1,875	101,754
	On completion of Installation: (50% of license fee)	66,825	82,500	50,435	3,750	203,510
	At Go-Live: (25% of license fee)	33,413	41,250	25,218	1,875	101,756
	Total:	133,650	165,000	100,870	7,500	407,020
B.	Implementation, Training Fees, Modification & Interface Fees (Services Retainage Milestones will apply to each Project Phase and will be paid as described in Article 28 and as detailed below)					
	Invoiced as specified in below[1]	55,800	505,200	155,596	-	716,596
C.	Hardware Fees:					
	Invoiced upon delivery FOB (Net 30)	7,962	-	-	-	7,962
D.	Travel Fees:					
	Estimated Total - Town to be Billed Monthly as Incurred	4,000	75,000	11,900	-	90,900
	Total:	201,412	745,200	268,366	7,500	1,222,478
E.	Annual Support and Maintenance Fee:					
	Due upon Go Live	33,413	41,250	26,200	24,675	125,538

Reference	iNovah Milestones	Invoice Amount
Services	Services - Town will be billed monthly on a % of completion basis less 20% retainage (i.e. one invoice per month)	\$ 44,640
	Retainage - 10% - Final Acceptance of Phase 1	\$ 5,580
	Retainage - 10% - Final Acceptance - All Phases (1,2,3)	\$ 5,580
	Total Services	\$ 55,800
Hardware	Town will be invoiced on Delivery (FOB)	\$ 7,962
Travel	Travel Related Expenses - Monthly as Incurred	\$ 4,000

Reference	(CIS Infinity) AUS Services Milestones Town will be billed monthly for all milestones completed during the month (i.e. one invoice per month)	Invoice Amount
MP1	Project Management Month 1	\$ 8,000
MP2	Project Management Month 2	\$ 4,800
MP3	Project Management Month 3	\$ 4,800
MP4	Project Management Month 4	\$ 4,800
MP5	Project Management Month 5	\$ 4,800
MP6	Project Management Month 6	\$ 4,800
MP7	Project Management Month 7	\$ 4,800
MP8	Project Management Month 8	\$ 4,800
MP9	Project Management Month 9	\$ 4,800
MP10	Project Management Month 10	\$ 4,800
MP11	Project Management Month 11	\$ 4,800
MP12	Project Management Month 12	\$ 4,800
MP13	Project Management Month 13	\$ 1,360
MP14	Project Management Month 14	\$ 1,200
MP15	Project Management Month 15	\$ 1,200

Reference	(CIS Infinity) AUS Services Milestones	Invoice Amount
	Town will be billed monthly for all milestones completed during the month (i.e. one invoice per month)	
MP16	Project Management Month 16	\$ 1,200
MP17	Project Management Month 17	\$ 1,200
MP18	Project Management Month 18	\$ 1,200
MP19	Project Management Month 19	\$ 1,200
MP20	Project Management Month 20	\$ 1,200
MP21	Project Management Month 21	\$ 1,200
MP22	Project Management Month 22	\$ 1,200
MP23	Project Management Month 23	\$ 1,200
MP24	Project Management Month 24	\$ 1,200
MP25	AUS - Installation of CIS Infinity Sign off	\$ 5,600
MP26	AUS - Delivery of Functional Discovery Workshops	\$ 40,000
MP27	AUS - Functional Discovery Document Signoff	\$ 8,000
MP28	AUS - Delivery of Data Conversion Workshop	\$ 8,000
MP29	AUS - Data Conversion Plan Sign off	\$ 12,000
MP30	AUS - Interface & Modification Workshop	\$ 6,000
MP31	AUS - Functional & Technical Specification Signoff	\$ 8,000
MP32	AUS - Mock - up of Custom Report Signoff	\$ 4,000
MP33	AUS - Initial Configuration Rollout	\$ 32,000
MP34	AUS - Completion of Core Team Training	\$ 24,000
MP35	AUS - Data Refresh # 2 Load (Functional Testing)	\$ 8,000
MP36	AUS - Functional Testing Sign off	\$ 24,000
MP37	AUS - Custom Reports Completion & Signoff	\$ 8,000
MP38	AUS - Data Refresh # 3 Load (ITC #1)	\$ 8,000
MP39	AUS - Integration Testing Cycle 1 Sign off	\$ 20,000
MP40	AUS - Deployment of Interfaces & Modifications	\$ 16,000
MP41	AUS - Data Refresh # 4 Load (ITC #2)	\$ 6,000
MP42	AUS - Integration Testing Cycle 2 Signoff	\$ 16,000
MP43	AUS - Data Refresh # 5 Load (UAT)	\$ 6,000
MP44	AUS - User Acceptance Testing Sign off	\$ 16,000
MP45	AUS - Completion of Week 2 End User Training	\$ 12,000
MP46	AUS - Completion of Week 4 End User Training	\$ 12,000
MP47	AUS - Go Live - Phase 1	\$ 16,000
MP48	AUS - Completion of Post Live Support - Phase I	\$ 9,600
MP49	AUS - Acceptance of Phase II interfaces	\$ 3,600
MP50	Retainage - 10% - Final Acceptance - Phase 1	\$ 50,520
MP51	Retainage - 10% - Final Acceptance - All Phases (1, 2, 3)	\$ 50,520
	Total Services	\$ 505,200
Travel	Travel Related Expenses - Monthly as Incurred	\$ 75,000

Reference	Lucity Services Milestones	Invoice Amount
	Town will be billed monthly for all milestones completed during the month (i.e. one invoice per month)	
MP1	Installation of Lucity server products	\$ 2,328
MP2	Completion of Kickoff meeting	\$ 2,328
MP3	Configuration & SOPs (onsite trip #1)	\$ 6,578
MP4	Configuration & SOPs (onsite trip #2)	\$ 6,578
MP5	Data Conversion Plan Sign off	\$ 4,048
MP6	ESRI Interface Configuration	\$ 8,096
MP7	Mock - up of Custom Report Signoff	\$ 2,024
MP8	Third-party Interface Design	\$ 23,526
MP9	Integration Testing Completion	\$ 4,250
MP10	Data Conversion Delivery	\$ 4,048
MP11	Third-party Interface Completion	\$ 23,023
MP12	Completion of Core Team Training #1	\$ 5,364
MP13	Custom Reports Completion & Signoff	\$ 2,024
MP14	Completion of Core Team Training #2	\$ 5,364
MP15	Completion of User Training #1	\$ 5,162
MP16	Completion of User Training #2	\$ 5,162
MP17	Completion of User Training #3	\$ 5,162
MP18	Completion of User Training #4	\$ 5,162
MP19	Completion of Post Live Support/Training	\$ 4,250
MP20	Retainage - 20% - Final Acceptance of Phase 2	\$ 31,119
	Totals Services	\$ 155,596
Travel	Travel Related Expenses - Monthly as Incurred	\$ 11,900

Schedule "F" – Harris Proposal to Town



2235 Sheppard Avenue East
Suite 1400
Toronto, ON M2J 5B5

Contact:
Lori Hogg, Regional Sales Manager
(416) 496-0149 Ext 210
Email: lhogg@advancedutility.com

Town of Jupiter, FL

Request for Proposal

Utility Billing Services & Enterprise Asset Management System Selection

RFP # UBS-2012-01

Technical Proposal

August 31, 2012



August 29, 2012

Town Clerk's Office
Town Hall
210 Military Trail
Jupiter, FL 33458

Re: RFP #UBS-2012-01 - Utility Billing Services & Enterprise Asset Management System Selection

To the Evaluation Committee:

I would like to thank you for providing Advanced Utility Systems, a division of N. Harris Computer Corporation ("Advanced") with the opportunity to respond to the Town of Jupiter's ("Town") RFP #UBS-2012-01 for Utility Billing Services and an Enterprise Asset Management System. I am pleased to provide one (1) original, seven (7) copies and one (1) electronic copy of our Technical Proposal. As well, as noted in the RFP, we have submitted one (1) original seven (7) copies and one (1) electronic copy of our Cost Proposal under separate seal. One complete hard and electronic copy has also been provided to Plante & Moran, PLLC.

As prime vendor, our proposal to the Town is for an integrated Utility Billing /CIS and Enterprise Asset Management system that will meet the Town's needs today and well into the future. The foundation of our solution is CIS Infinity, Advanced's customer management and utility billing solution, Harris' System Innovators iNovah central cashiering and Infinity.Works, our integrated work order and asset management solution provided by Lucy.

Advanced augments these utility specific software solutions with our expertise in implementing systems on time and on budget. The result is a comprehensive solution, exploited by a well-trained staff, to achieve the Town's goals.

I, Peter Fanous, Executive Vice President, Advanced Utility Systems, a division of N. Harris Computer Corporation, am the individual who is authorized to negotiate and obligate the organization contractually.



The contact person responsible for this response is as follows:

Lori Hogg
Regional Sales Manager
2235 Sheppard Ave East, Suite 1400
Toronto ON M2J 5B5
(T) (416) 496-0149 Ext 210
(F) (416) 496-3910
lhogg@advancedutility.com

This proposal is considered valid for 180 calendar days from the closing date for the RFP.

In addition, I have reviewed and accepted the Terms and Conditions. However; in the event that Advanced is selected as the awardee for the contract to be awarded under this RFP, we request an opportunity to meet with representatives of the Town to review, negotiate, and mutually agree to all contractual terms and conditions that will govern the services to be provided. Advanced is prepared to promptly devote resources to such discussions so that a mutually acceptable contract may be concluded in an expeditious manner that aligns with the anticipated project schedule. Our submission of a proposal in response to the RFP should be considered a commitment to provide the services sought under a fair and reasonable agreement between the parties. We are mindful that the Town as a public entity may be required by statute and regulation to include certain clauses in any final contract. We look forward to working with the Town to finalize contract terms and conditions for this project that adequately address and protect the core interests of each party.

We have learned a great deal about the Town from this RFP and welcome the opportunity to meet with the Town's team to discuss the details of our proposal.

Sincerely,



Cover Letter.pdf

Peter Fanous
Executive Vice President
(T) 416-496-0149 Ext. 231
pfanous@advancedutility.com

Contents

1 Executive Summary	1
2 Company Background.....	3
3 Proposed Solution	9
3.1 Application Software	9
4 Implementation Plan	55
4.1 General Implementation Approach	64
4.2 Project Management Approach	66
4.3 Hardware, Software & Storage Design & Installation Consulting	86
4.4 Data Conversion Plan	86
4.5 Report Development	89
4.6 Integrations and Interfaces	90
4.7 Training	92
4.8 Testing.....	99
4.9 System Documentation and Manuals	101
4.10 Disaster Recovery Plan	102
4.11 Knowledge Transfer.....	102
5 Staffing Plan	104
6 Ongoing Support Services	119
7 Response to Software Requirements	122
8 Response to Technical Requirements	123
8.1 Technical Infrastructure.....	123
8.2 Vendor Hosted Option	129
9 Vendor Questionnaire	130
10 Client References	149
11 License and Maintenance Agreements	160
12 Exceptions/Deviations from Proposal Requirements	161
13 Other Required Forms and Attachments	162
14 Addenda (if applicable)	176

1 Executive Summary

In response to the Town of Jupiter's ("Town") RFP #UBS-2012-01 for Utility Billing Services and an Enterprise Asset Management System, Advanced Utility Systems (Advanced) is proposing the integrated implementation of Harris – Advanced's CIS Infinity customer management and utility billing solution along with Harris – System Innovators iNovah central cashiering software and Infinity.Works, our integrated work order, fleet and asset management solution provided by Lucity.

Advanced is committed to establishing a long term partnership with the Town. This starts with the successful implementation of our proposed solution and continues with providing high quality ongoing support. As prime vendor, Advanced will be accountable for the overall project. By offering the Town best in class integrated software along with utility experienced implementation teams, Advanced will deliver a solution that will meet and exceed the Town's needs today and well into the future.

Based on a review of the requirements of the Town, we would like to highlight the advantages of our proposed solution that we believe make Advanced the right long term partner for the Town.

Comprehensive "Commercial- of-the Shelf" Functionality

The proposed solution has unmatched functionality available standard which means Jupiter can meet its needs and more without extensive customization or the need for external spreadsheets to complete core business process functions.

Advanced's CIS Infinity Customer Management solution has been implemented at over 120 public and private utility organizations across North America, the Caribbean and Central America. It is powerful, feature-rich, utility specific, flexible software. Along with the core modules of cash processing, billing, reporting and collections that support revenue management activities, it includes many features (contact management, alerts, bill formatting) designed to allow Jupiter to provide fast, reliable service to its customers and enhance customer and employee satisfaction.

Lucity's asset, fleet and work order management solutions were specifically built around the needs of utility operations. It is a complete solution providing actionable information that leads to informed decision-making, improving your field and office operations. Over 200 utility businesses utilize Lucity's solution today.

The iNovah system combines the latest web technologies available today and over two decades of experience with the payment collection needs of government agencies to create a configurable payment system. It provides a system that can connect all collection sources (e.g., over-the-counter, self-service stations, Internet, phone, and remittance processor) with all posting systems (e.g., billing systems, receivable systems, and general ledgers) using reusable interfaces and stores all payment transactions in a single consolidated database that provides extensive revenue and statistical reporting capabilities.

Integration with industry-leading applications

Beyond our strategic partnerships, Advanced and our partners have extensive experience interfacing and integrating with many other third party applications (e.g. Geographical Information Systems (e.g. ESRI), Interactive Voice Response, etc.) which reduces initial deployment and integration time and costs.

Financial Stability and Growth with our Parent Company, Constellation Software Inc.

Our parent company, Constellation Software Inc. (CSI), is a financially successful conglomerate of vertical market software (VMS) companies, serving over 30,000 customers worldwide, each focused upon dominating its respective market niche. There are currently seven companies in the portfolio.

Recognized Implementation Excellence

Advanced strongly believes that high quality providers must not only take a role of a software provider, but one who implements the software, converts existing data, and provides training, documentation, as well as ongoing maintenance and support. This is demonstrated by our strong customer base, which includes many customers in Florida. Advanced and our partners will provide services for the proposed solution that includes Implementation, Training, Conversion, and Support & Upgrades. Our skilled services staff will work with your project team to enhance current business practices, develop methods for streamlining operations, and ensuring that all your staff is well-trained and able to exploit the power of the proposed solution.

A Business Model based on Long-Term Relationships with our Customers

Advanced's business model is premised on the basis of maintaining long-term relationships with our customers. This focus on the customer flows throughout every aspect of our company – from sales to services to development to support.

The Advanced Advantage – Overall Benefits for Jupiter

In summary, we believe that Advanced's proposed solution is the right solution for Jupiter as we will provide:

- A fully featured, functional and configurable solution, one that is constantly evolving to meet your business needs without significant customization.
- A single point of accountability through a solution designed, implemented and supported by Advanced.
- A proven implementation methodology that ensures a successful installation.
- Ongoing support model that promotes a long-lasting relationship.
- Financial strength and stability to ensure the long-term viability of our partnership

2 Company Background

In addition to providing responses to the following items, the Vendor must complete the Company Background Form in section 6.11 of this RFP.

Vendors must provide information about their company so that the Town can evaluate the Vendor's stability and ability to support the commitments set forth in response to the RFP. Information that Vendors should provide in this section are as follows:

1. The company's background including a brief description (e.g., past history, present status, future plans, company size, etc.) and organization charts.

Advanced Utility Systems was established in 1997 to provide Customer Information and Billing solutions exclusively to utilities and municipalities.

Having established itself in Ontario, Advanced has become a reliable and proven organization for water, electric, gas and sanitation service providers in the diverse CIS market. Today, Advanced has more than 120 successful customer deployments across North America, Central America, South America and the Caribbean which proves our depth of experience when it comes to delivering a market leading solution.

Advanced has built its organization around its core competency: serving utilities' needs with state-of-the art software and support. Technically strong, approximately 90% of its staff is devoted specifically to Development, Support, and Customer Service.

Wholly owned by N. Harris Computer Corporation (Harris), Advanced is recognized as its own entity within the organization. Harris in turn is governed by Constellation Software Inc. a publicly traded company on the Toronto Stock Exchange (CSU).

Advanced provides its customers with the commitment and focus of a dedicated partner with the financial strength of a large organization.

Advanced continues to add new clients at a steady pace. In growing our business, we do not want to lose sight of our most important asset – our existing client base. Advanced was built on client references. In the software world, word-of-mouth is the strongest endorsement any company can achieve and Advanced vigorously pursues this approach. At the same time, developing innovative functionality, expanding existing modules and releasing new software enhancements every three months are major objectives. We want to ensure that our clients have the most up-to-date resources and tools at their fingertips and that they are equipped with current technology.

The goal of Advanced Utility Systems is to provide the most user-friendly, functionally rich and technically robust CIS and utility billing system to the market.

Key to our success has been a strong strategic product vision and outstanding execution of that vision within our product suite.

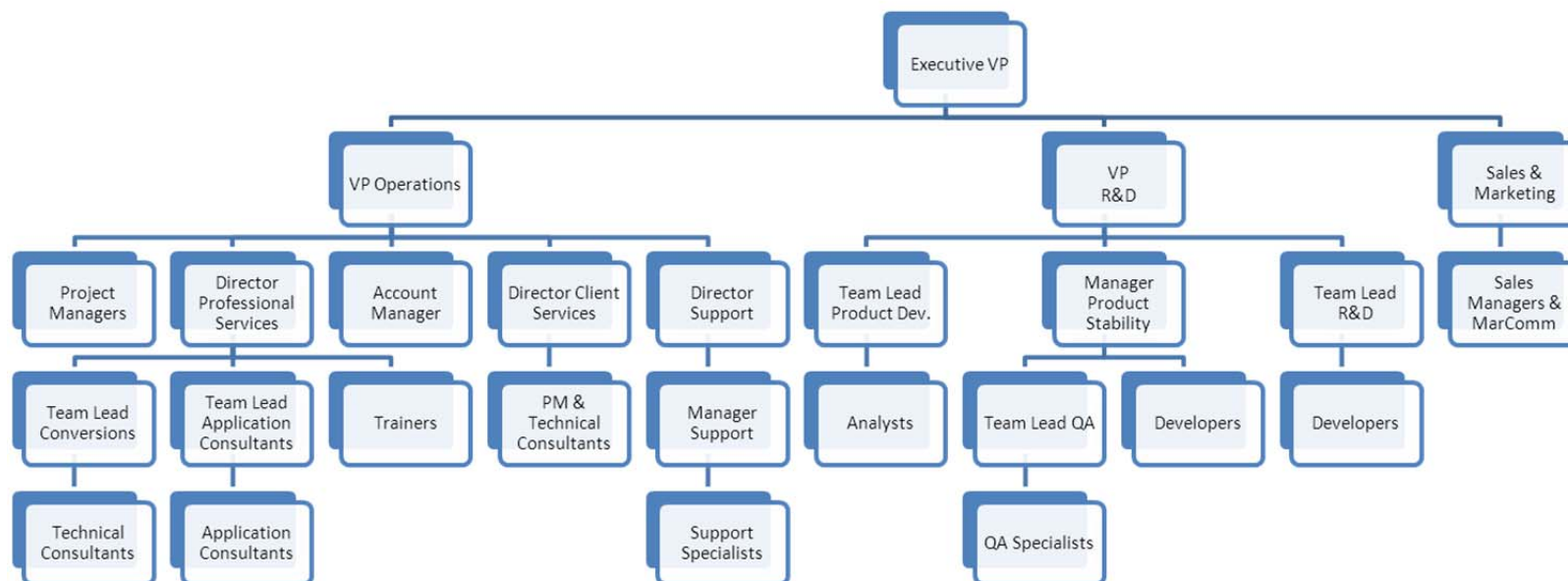
Advanced's strategic vision with the Infinity product suite is to build upon our existing rich product functionality for the electric, water and gas utility industry. We are constantly analyzing significant trends in the North American and Caribbean CIS and utility billing software industry. By listening to our clients and anticipating their needs, we offer the most functionally rich CIS system in our market space. To further enhance our core CIS product suite Advanced evaluates the market and partners with leading industry organization's which offer complementary solutions.

Advanced derives its product direction by listening to our client base – primarily with the assistance of our executive steering committee, our functional and regional user groups, our Support center and our annual users conference. Our experienced staff contributes to our product direction by sharing their best practices learned through client implementations and their strong knowledge of the utility industry.

Organization Chart

Advanced invests heavily in developing, testing, implementing and supporting CIS Infinity. 93% of our team members are a part of the Professional Services, Research and Development or Support department. Our organization is focused only on adding value to your utility billing solutions. Advanced will prime the proposed solution.

The structure of our organization is outlined in the following chart:



2. Audited financial information for the past TWO (2) completed fiscal years that includes income statements, balance sheets, and statement of cash flows.

Wholly owned by N. Harris Computer Corporation (Harris), Advanced is recognized as its own entity within the organization. Harris in turn is governed by Constellation Software Inc. a publicly traded company on the Toronto Stock Exchange (CSU).

As a subsidiary of a public company, regulations prohibit us from providing separate Harris divisional financial information; however, as permitted we have provided audited financial information for the past TWO (2) completed fiscal years for our governing organization Constellation Software Inc. (CSI).



2011_2010_Financial
Statements.pdf

3. Privately-held companies wishing to maintain confidential financial information must provide information detailing the company's long-term stability. Please provide a current Dunn & Bradstreet report (D&B) as part of the Vendor proposal response.

N/A

4. If the Vendor is proposing to use a subcontractor on this project, please provide background information on the subcontractor, Vendor relationship with that firm and the specific services and/or products that the subcontractor will be providing on the project. A complete list of subcontractors is required. The Town has the right to approve all sub-contractors of the Vendor at any time.

Infinity.Works is our integrated work order and asset management solution provided by Lucy. It provides a real time interface to work order management solutions to give you complete control over the service order and work order process. With Infinity.Works double entry of data is eliminated and data quality is improved.

Lucy's software development efforts began in the mid-1980s when they were a specialized group within a professional engineering firm. Lucy began operating as an autonomous software vendor within that firm in the mid-1990s, and since have continuously supported the commercial off-the-shelf (COTS) Enterprise Asset Management System needs of local government agencies nationwide.

Lucy was established as an independent corporation (then as GBA Master Series, Inc.) in 2000. In May 2011 the company rebranded as Lucy, Inc. – their ownership, management, focus, technology and services remained unchanged.

A breakdown of Lucy customers is as follows:

Type	Size (service area population)
Municipality – 68% of total	50,000 to 250,000 – 45% of total
Water and/or Wastewater Authority – 22%	< 50,000 – 42%
County – 9% State – 1%	> 250,000 – 13%
TOTAL CUSTOMERS – 247	

Lucy is a corporate member of the American Public Works Association, American Water Works Association, and Water Environment Federation; and an ESRI Gold-Tier Business Partner.

Lucy will provide the following on the project:

- **Products**
 - Integrated commercial off-the-shelf Lucy software solutions to meet the Town's needs for Public Works and Utilities – specifically requests for service, work orders, asset management, fleet and

equipment management, facilities management, and required interfaces/integrations

▪ **Services**

- Implementation including software installation, system configuration, report development, data conversion/migration, integration and interfaces, and training
- On-going technical support and software maintenance

3 Proposed Solution

As the Town is contemplating a Town-hosted versus Vendor-hosted solution, aspects of the proposed solution to be provided should be clearly delineated where they vary between these two approaches in the sections below.

Advanced is proposing to implement CIS Infinity as a Town-hosted solution (on premise).

3.1 Application Software

The Vendor is required to provide a general description of the application program product and how it will meet requirements of this RFP. This section must address, at a minimum, the following items:

1. Describe your overall proposed technology solution.

The following provides in detail, the features and capabilities of **CIS Infinity**.

CIS Infinity is not modular and all functionality is included as part of the base package as listed below:

Functionality	
- Alerts/Action - Advanced Reports - Billing - Auto Final Bill - Bill Re-print - Bill Journal - Cancel-Re-bill Process - Cycle Billing - Estimating - Exceptions - Final Billing - Pre-Exceptions - Regular Billing - Manual Billing - Flat Rate Billing - Service Add/Remove - Cash Register - Bill Payment - Credit Card Authorization - OCR/Barcode Scanning - Receipt Printing - Sundry Payments - Collections - Arrangements - Assistance Agency - Bankruptcy - Credit Rating	- Financial Reports - Inventory Management - Backflow Device - Electric Meter - Gas Meter - Instrument Transformer - Key Management - Propane Tank - Solid Waste - Streetlight - Water Heater - Water Meter - Transformer/Loading - Loans - Memberships - Meter Reading - Move In/Move Out - Multiple Receivables - New Services - Payment Processing - Adjustments - Bank File Import - Deposits - Payments - Penalties - Post Dated Checks - Third Party File Import

Disconnect/Reconnect Late Charge /Discount Notices Post-Date Inquiry Write-Offs 3rd Party Notification • Contact Management • Correspondence Management • Customer Service Inquiry	• Period End Routines • Point of Sale • Pre-Authorized Payment • Rate Management • Scheduler • Service Orders • Security
--	--

Account Management

CIS Infinity's user interface is designed to provide access from the account inquiry screen to all customer information with the click of a mouse. CIS Infinity retains all customer history including calling history, correspondence notes, comments, service orders, usage, credit and payment for an unlimited period of time. It can manage single accounts, master accounts and temporary accounts. CIS Infinity also provides access to available and installed service offerings, product offerings, equipment offerings and program offerings.

Utilities need to use the customer account for multi views into account transactions, consumption, payments, billings and adjustments. Account specific notes are readily handled by CIS Infinity. Menus are dynamic and as such users can decide what to call files and how the menus are to be organized.

Navigation throughout CIS Infinity is simple. All information associated with a customer is available on a single, easy to read window. Common functions are available on the toolbar at the top. Below the toolbar is the Customer Information Band, which provides the most commonly accessed data at a glance. Seventeen well-organized tabs provide further information regarding the account. Data associated with that tab is available in the center of the window along with functional buttons. Accounts are located by simply typing the account number at any location throughout the software. A detailed search is available which may be customized to locate particular criteria. Clicking 'More' on the toolbar exposes a browser-like history of the most recently accessed accounts.

DEMO V3 - Customer Account Inquiry

Customer: 00178749
Account: 816407406
SPIDER MAN
18 DW
ANYTOWN, 12345

Balance: \$0.00
Deposit: \$0.00
Last Bill: None
Plan: None
Next:

Active Owner
Credit is Excellent (0)
USER'S CONFERENCE/UTILITY
DC07/DCB07

Residential
No Tasks to be completed on file

00178749 816407406 05/06/2006 03:57:25

Deposits | Meter Reading | Contact | Equipment | Supplier | Loans/POS | Collections | Map

Customer | Service Address | Customer/Account | **Services** | Addresses | Reading History | Transaction History | Bills | Comments | Move In/Out | PAP

Electric | Water

Bill Codes

Description	Multiplier	Start Date	End Date
1 C00 - Single Family Water Rates			

Previous Date: 02/01/2006 | Meter Room: | Deactivated On: | Reactivated On: |

\$ Credit Code: | Usage Discount Code: | Date Installed: 02/01/2006 | Date Removed: | Key Reference: |

Meters for this service

☐ Master Meter ☐ Sub Meter ☐ Service Multiplier 1 ☐ Service Multiplier 2

☐ Not Active ☐ Do Not Read Inactive Service

Meters | Flat Rate

Service	Meter #	Read Type	Meter Bill Code	Remote Type	Dials	Decimals	Billing
Water	DCW220	Water		Radio Frequency	4	0.000	

Billing Management

With CIS Infinity, you can implement a wide variety of complex billing processes, including

- consolidated bills for large industrial or government clients
- miscellaneous billing for non-utility transactions.
- billing for different types of readings, including meter reads and consumption

Real time transactions eliminate the need for day-end processing. The integration of the customer information component and the billing component of CIS Infinity makes processing adjustments, estimates and final bills quick and easy. You can define your own exception parameters and processes, make special discount and credit arrangements for individual customers, implement alternative tax rates and apply multiple taxes.

Cycle, date and event driven billing schedules are all supported by CIS Infinity. Time and volume based consumption are tracked and recorded through interval meters, while consumption validation and estimation algorithms are handled through customer-based exception checking and billing.

CIS Infinity provides you with simplified billing processes, including cancel and re-bill, bill re-print based on revised consumption history, single bill print from archives and bill register re-print. Bill registers are archived electronically. You have greater precision for exception checking, usage quoting and estimating based on unlimited reading history.

DEMO V3 - Customer Account Inquiry

Previous Active Next Refresh Search Edit Add Contact

Previous Filter Next Current Tasks Done Arrange 00178750 816407411 05/08/2006 04:14:53

Customer: 00178750 Account: 816407411 BAT MAN 20 DW, 12345 Balance: \$0.00 Deposit: \$0.00 Last Bill: Plan: None Next: Active Owner Credit is Excellent (0) USER'S CONFERENCE/UTILITY DC07/DCB07 Residential No Tasks to be completed on file

Deposits Meter Reading Contact Equipment Supplier Loans/POS Collections Map

Customer Service Address Customer/Account Services Addresses Reading History Transaction History Bills Comments Move In/Out PAP

Bill Number Bill Type Bill Date Due Date Balance Forward Previous Billing Cancelled Billing Transactions Since Current

Bill Details Services Meters Blocks Transactions POS PAP

Batch ID 0 Balance Forwarded Amount Before Due Date Date Change Reason

Bill Number Previous Bill Penalty Base New Due Date

Bill Type Previous Cancelled Bill Penalty User ID

Billing Date Pending Bill Amount After Due Date Date/Time Changed

Due Date Current Bill

Deposit ☐ Cancel ☐ No Bill ☐

Estimating

CIS Infinity can be configured to offer different estimating procedures for each service. Bills, deposits and equalized billing can be estimated based on a user-defined formula, for example

- the amount of the last bill,
- the average of the last six months, year or two years,
- the same as the bill six months, year or two years ago.

With CIS Infinity you can also track the history of the service address and the previous customer's history for greater estimating precision.

Pre-authorized payment

CIS Infinity makes it possible for your organization to offer five different types of pre-authorized payment plans, including equalized and actual billing. CIS Infinity interfaces with all major financial institutions. Users can define the equalized payment quote formula based on consumption history. Payment plan accounts can be automatically reconciled and reminders and/or labels can be produced. Customers are able to choose which days their payments are drawn from their accounts.

Consolidated billing

With CIS Infinity, you can consolidate bills from several accounts in one bill (for example, one bill for a landlord who owns several properties). You can also meet specific billing requirements for certain individuals, regardless of when or how the bill is produced (for example, large-print bills or bills in a language other than English).

Canceling and re-billing

CIS Infinity allows users to cancel and re-bill inaccurate bills in one step. If an adjustment needs to be performed on a bill, the customer service representative can select the bill and request to cancel and re-bill it. When the bill is canceled the software will prompt the user for a new read. When the new read is inserted the bill will be picked up in the billing procedure, re-printed and updated automatically. A customer service representative can choose to cancel and re-bill the entire bill or individual services on the bill. If there is no read available the customer service representative can simply cancel the bill and choose not to re-bill the account.

Service	Cancel	Reason	Rebill
Electric	☒	Bad read	☒
Water	☐		☐

Service	Meter	Read Type
Electric	00112627	Electric
Water	91918943	Water

Service	Meter	Read Type	Previous Reading	Meter Reading	Read Status	Reading Date
Electric	00112627	Electric	86192.00000	87597.00000		/ / : : AM

Credit and Collections Management

Collections procedures including penalty pick up are automated based on collection parameters defined by the user. CIS Infinity will build credit ratings based on your specifications. The software stores unlimited collection history for each account, which is quickly accessible through the customer information screen. Collection history is customer specific and aggregates a customer's credit rating based on all of their previous properties. CIS Infinity automatically tracks payment arrangements and their current status, initiates collections procedures (call, notice and print) and assigns follow-up tasks.

Like your Service Order workflow, your Collections workflow can be fully **automated**. Tasks for other users, letters to customers, service orders, bill messages, and a variety of other actions can be automatically generated based on a customer's collections activity.

In addition, Collection parameters are specifically designed for deposits. CIS Infinity can be configured to provide automated interest pick up with interest applied to either the deposit or the account. CIS Infinity also provides for the set-up of late payment and returned check penalties. The system can also be easily configured to accommodate third party, guarantor and co-signer relationships.

Arrangements may be added from the Customer Account Inquiry form by clicking on the 'Contact' tab. After clicking on the 'Add' button the Customer Account Arrangement window appears which allows for data entry. Once entered, the information appears in the Arrangement list.

DEMO V3 - Customer Account Inquiry

Previous Active Next Refresh Search Edit Add Contact Exit

Previous Filter Next Current Tasks Done Arrange 00178794 816408066 05/08/2006 04:16:35

Customer: 00178794
Account: 816408066
VENUS WILLIAMS
7 TENNISWORLD AVE
ANYTOWN, 12345

Balance: \$210.14
Deposit: \$0.00
Last Bill: \$210.14 Due 04/20/06
Plan: Variable - Auto Debit
Next: \$210.14 on the 04/20/06

Active
Owner
Credit is Excellent (0)
USER'S CONFERENCE/UTILITY
DC06/DCB06

Residential
No Tasks to be completed on file

Customer Service Address Customer/Account Services Addresses Reading History Transaction History Bills Comments Move In/Out PAP

Deposits Meter Reading Contact Equipment Supplier Loans/POS Collections Map

Collections Transactions Disconnect Agency/Bankruptcy Arrangements Notices Exemptions Credit Rating Actions

Collection Status ☐ Show Active Items Only

Type	Description	Service	Amount	Date	User ID
NT	Pending Disconnect Warning		\$210.14	05/12/2006	
NT	Pending Cut-Off Hang Tag		\$210.14	05/19/2006	

Notes

Using the Collections Tab on the Customer Account Inquiry form users can effectively identify, manage and perform collection actions against delinquent accounts. CIS Infinity allows staff members to quickly target accounts by the amount owing, service or days past the bill due date. Within the collections tab users can issue notices, send letters or schedule phone calls to overdue accounts. Users can also choose to generate field service orders to disconnect or reconnect services from the collections tab.

DEMO V3 - Customer Account Inquiry

Previous Active Next Refresh Search Edit Add Contact

Previous Filter Next Current Tasks Done Arrange 00178794 816408066 05/08/2006 04:17:53

Customer: 00178794 Account: 816408066 VENUS WILLIAMS 7 TENNISWORLD AVE ANYTOWN, 12345	Balance: \$210.14 Deposit: \$0.00 Last Bill: \$210.14 Due 04/20/06 Plan: Variable - Auto Debit Next: \$210.14 on the 04/20/06	Active Owner Credit is Excellent (0) USER'S CONFERENCE/UTILITY DC06/DCB06	Residential No Tasks to be completed on file
---	---	---	---

Customer Service Address Customer/Account Services Addresses Reading History Transaction History Bills Comments Move In/Out PAP

Deposits Meter Reading Contact Equipment Supplier Loans/POS Collections Map

Collections Transactions Disconnect Agency/Bankruptcy Arrangements Notices Exemptions Credit Rating Actions

System 0 + User 0 equals Total 0

Date	Description	Amount	Credit Points	Account Acquired At	Service Address
------	-------------	--------	---------------	---------------------	-----------------

Credit Ratings

CIS Infinity tracks each individual's credit rating using a credit point system. The credit rating system is easily configured and can be tied to transaction codes such as NSF checks or collection actions such as notices or disconnections. A user can also manually adjust the credit rating if the user feels the customer's credit rating should be increased or decreased.

Automatic Write Offs

Additional features within the collections module include the ability to write-off accounts, add bankruptcies and send overdue accounts to a collections agency for follow-up. Once the parameters for your local business practices have been configured within CIS Infinity, users can automatically write-off accounts using the write-off pick-up routine.

Service Order automation

Managing service orders is a key part of any utilities business. CIS Infinity provides the functionality to make this happen smoothly and effectively. It can initiate work, track work through a pending order process, update orders, and view historical orders; both service and meter based.

More importantly, the service order workflow can be fully **automated** – CIS Infinity can automatically issue a service order in response to a variety of events, including billing exceptions, collections activity, and so on.

Information about service orders related to an account is available for viewing and editing in the Service Orders tab. The user responsible for creating the order is tracked along with the name of the user to whom the order has been assigned.

DEMO V3 - Customer Account Inquiry

Previous Active Next Refresh Search Edit Add Contact

Previous Filter Next Current Tasks Done Arrange 00178794 816408066 05/08/2006 04:17:53

Customer: 00178794
Account: 816408066
VENUS WILLIAMS
7 TENNISWORLD AVE
ANYTOWN, 12345

Balance: \$210.14
Deposit: \$0.00
Last Bill: \$210.14 Due 04/20/06
Plan: Variable - Auto Debit
Next: \$210.14 on the 04/20/06

Active
Owner
Credit is Excellent (0)
USER'S CONFERENCE/UTILITY
DC06/DCB06

Residential
No Tasks to be completed on file

Customer Service Address Customer/Account Services Addresses Reading History Transaction History Bills Comments Move In/Out PAP

Deposits Meter Reading Contact Equipment Supplier Loans/POS Collections Map

All Notes Tasks Letters Service Orders Contacts Inquiries Schedule eMail Attachments

SO # Service Order Type Service Message Print Date Completed Date/Time Closed Canceled

870	Disconnect For Non Pay	Disconnect Electric service	03/30/2006	No	/ /	No
-----	------------------------	-----------------------------	------------	----	-----	----

Progress Notes Completed Notes

☐ Show Completed
☐ Show Cancelled

Also, all service orders can be tracked, organized, and edited using the Service Order Management screen.

DEMO V3 - Service Order Management

Search Patch Add Delete Default Exit

Service Order Details Progress/Completion Notes Customer/Account Details Appointment List

Service Order Type

Assigned to User

Service Message

Print Date / /

Selected Meter(s)

Action

Service Order # 0

Created By

Date/Time Created / / : : AM

Printed By

Date/Time Printed / / : : AM

Closed By

Date/Time Closed / / : : AM

Service Request # 0

Payment Arrangements

CIS Infinity allows payment arrangements to be tracked on an account. Arrangements can be made for a single payment for the overdue amount or for multiple payment arrangements until the total arrears owing is paid off. Users are notified if any payment arrangements are broken so you can take the appropriate action if a customer fails to meet their payment obligations.

Customer Account Arrangements Group

Undo Save Help Create Group Exit

Date/Time: 05/15/2006 11:50:49
 User ID: LKIESEKAMP
 A/R Code:
 Date of Arrangement: //
 Arrangement Amount:
 Paying At:
 Payment method:
 Arrangement Status: None
 Actual Payment:

Create: 0 arrangements starting on //
 with a payment every 0
 for a total amount of \$0.00
 or, first arrangement is \$0.00 or percent 0
☐ divided equally
☐ remaining arrangements divided equally
☐ Process Group Together in Arrangement Processing
 Group Status:
 Group Total: \$0.00
 # of Arrangements: 0
 Difference: \$0.00
 Individual Total: \$0.00

Notes:

Arrangement Date	Arrangement Amount	Status
//	\$0.00	None

Exemptions

The Collections module within CIS Infinity allows a user to exempt specific customers from collections actions. Customers can be made exempt from all collection action or be exempt from specific collection actions such as notices, disconnects or penalty charges.

Customer Contact

When customers call you, they expect their Customer Service Representative to have knowledge of all correspondence with that customer. The **Contact** tab is available on the Main Customer Service Form. Not only is there a record of historical transactions, but newsletters, notes, and service orders may be generated and tracked.

DEMO V3 - Customer Account Inquiry

Customer: 00178752
Account: 816407421
DR NO
22 DW
, 12345

Balance: \$0.00
Deposit: \$0.00
Last Bill:
Plan: None
Next:

Active
Owner
Credit is Excellent (0)
USER'S CONFERENCE/UTILITY
DC07/DCB07

Residential
Move Out 04/11/06
No Tasks to be completed on file

00178752 816407421 05/08/2006 04:28:26

Customer Service Address Customer/Account Services Addresses Reading History Transaction History Bills Comments Move In/Out PAP

Deposits Meter Reading **Contact** Equipment Supplier Loans/POS Collections Map

All Notes Tasks Letters **Service Orders** Contacts Inquiries Schedule eMail Attachments

SO #	Service Order Type	Service Message	Print Date	Completed	Date/Time Closed	Canc
900	Final Bill Service Order		04/11/2006	No	/ /	No

Progress Notes Completed Notes

☐ Show Completed
☐ Show Cancelled

The comprehensive, integrated Contact Management system in CIS Infinity allows users to assign tasks and automatically generate them for many aspects of their business, creating a tool that supervisors and managers can use to manage workflow. All contact with a customer is available from one tab including notes, tasks, payment arrangements, letters, service orders, notice history, contact history and inquiry history.

CIS Infinity supports and tracks all correspondence. It automatically imports customer information into your word processing program for the creation of individual letters or for the generation of form letters.

The software allows you to identify and track customers independent of the service address. New move-ins, or move-outs can be identified and procedures are in place to then process these accounts. Detailed account summaries and account listings

with drill down capabilities are available within the system. Each account may be defined as a member of a special group. These groups may be billed independently.

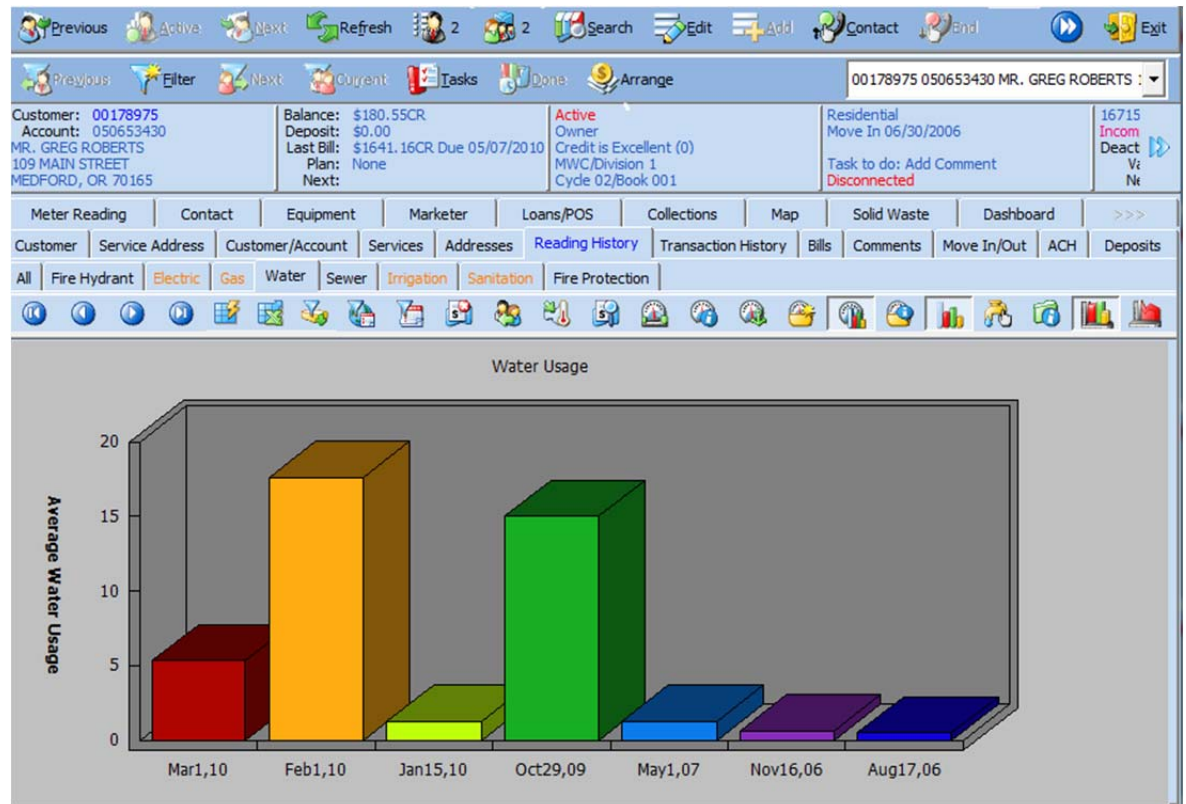
Service Address Management

CIS Infinity separates the customer account number from the service address number. Combined they represent the complete customer account. Separated they allow information about the service address to be maintained with the building or premises.

With the automated contact management system in CIS Infinity, the move in/move out process is simplified. With the completion of a move in/move out entry on CIS Infinity, the meter reading is automatically scheduled, the necessary service orders are generated and all information for processing deposits and final bills are prepared.

Usage Management

CIS Infinity is used to effectively manage usage. At each of these sites an interface has been developed with the meter reading systems including hand-held, automated meter reading systems, and time-of-use systems. CIS Infinity has the ability to capture and track consumption-based usage based on the passage of time as well as measured flow. The system also validates consumption, processes reads and tracks unauthorized use.



Security

Security setup is similar to Microsoft NT security. System administrators create user identifications and users can belong to one or more groups. Objects in CIS Infinity can be restricted by user identification, or by group.

The first level of security in CIS Infinity is the ability to completely configure the user's **menus and items on menus**. If you do not wish to give a user access to a form you can simply not place the form on the user's menu.

System Administrators can pre-define a series of menus that are common, and those menus can be placed on the users menu. Each user's menu does not have to be defined from scratch and could simply have the pre-defined menus on them.

Each item that can be added to the users menu comes with a pre-defined description from Advanced, these descriptions can be customized by the System Administrators to suit your needs and terminology.

Security in CIS Infinity is object based rather than field and table based. This allows system administrators to **secure not only secure fields, but objects such as buttons and pick lists**. You can secure anything you see on the forms of CIS Infinity rather than just restrict users' access to fields or tables. Objects that can be restricted in CIS Infinity Include:

- Fields
- Forms
- Pick lists (entire pick list or selected items in the pick lists)
- Accounts (you can restrict access to particular customers' accounts by user id or by group)
- Batch of Cash (only cashier can use their own batch)
- Billing Batch
- Buttons on forms (restrict users or groups from functions on forms)

Restrictions on objects include read only, visible to user, deletion, addition and more. Security options differ based on the type of object. For example, entire forms can be made read-only or you can restrict the user to editing current information but they cannot add or delete.

Assign Restrictions *** SECURITY SETUP MODE ***

Ok Cancel Apply

Item Description
Customer Account Inquiry - Last Name

Attached Document

User/Group ID	User/Group
CIS Infinity User	User

Add Remove

Access Allowed Edit Allowed Selectable Field Do Not Audit Field Custom Field Setup

This image illustrates some options for securing a field in CIS Infinity:

- Access Allowed – Choosing this will restricted the user from seeing or editing the field. This can be used to remove fields from the form that you do not utilize as well as restrict access to fields from users who do not need access, for example, Bank Account number.
- Edit Allowed – This will leave the field visible to the user, but restrict editing the value in the field.
- Selectable Field -- Since CIS Infinity contains ad hoc query and ad hoc reporting capability, the Selectable field restriction prevents users from being able to use the field in an ad hoc query or ad hoc report.

Auditing

Aside from restrictions, Security also provides the System Administrator access to place auditing on any data field in CIS Infinity. Toggling the Audit/Do Not Audit Field button will enable tracking of the changes, additions and deletions of this field at the middle data access layer of CIS Infinity. Once auditing is placed on a field, end users can also view modifications to these fields

Search

The following outlines the four methods that can be used to query and report on the data contained within CIS Infinity.

Simple Searches

Searching is available from the main customer service form and is the simplest method of querying the database to locate information related to customers. The standard or “canned” methods of searching in the system include the following:

- Address
- Name
- Meter Number
- Phone Number
- Social Security Number
- Driver’s License Number
- Taxroll Number
- Bill Number
- Equipment Number
- Payment / Adjustment Amount
- Service Order Number

These simple search options allow a user to search on the field above and use a variable in the field to represent the search criteria. When the search is submitted, the matching accounts are displayed in a browse window displayed below:

Search by Address

Submit Search Ok Exit

Street # Street Name AptSuite

Show All Companies Show Balances Show All Statuses

Customer #	Account #	Name	Service Address	Town	Status	Coll
00178063	816403081	HELEN SMITH	MAIN ST	ANYTOWN	Active	
00178064	816403091	ANGEL JONES	MAIN ST	ANYTOWN	Active	
00178074	816403116	ABC DEVELOPER	MAIN ST	ANYTOWN	Active	
00178905	816410671	ADVANCED CONSTRUCTION	1 MAIN ST	ANYTOWN	Active	
00006575	020182020	MR. FELIX AJAYI	1 MAIN ST	ANYTOWN	Active	
00178906	816410756	ADVANCED CONSTRUCTION	1 MAIN CIR	ANYTOWN	Incoming	
00178806	816408536	NED TATE	1 MAIN	ANYTOWN	Inactive	
00178841	816408786	PHILIPPE CANTIN	2 MAIN	ANYTOWN	Active	
00178905	816410676	ADVANCED CONSTRUCTION	2 MAIN ST	ANYTOWN	Active	
00178906	816410761	ADVANCED CONSTRUCTION	2 MAIN CIR	ANYTOWN	Incoming	
00178806	816408541	NED TATE	2 MAIN	ANYTOWN	Inactive	
00178841	816408791	PHILIPPE CANTIN	3 MAIN	ANYTOWN	Active	
00178905	816410681	ADVANCED CONSTRUCTION	3 MAIN ST	ANYTOWN	Active	
00178906	816410766	ADVANCED CONSTRUCTION	3 MAIN CIR	ANYTOWN	Incoming	

Based on the search submitted, the information will include specific fields and always includes the following:

- Customer Number
- Account Number
- Name
- Service Address
- Town
- Account Status
- Collection Status
- Company
- Division

If a search by meter was initiated, the meter number would also display in the grid. Alternately, if a search by social security number was initiated, the social security number would be displayed. You will note that there is a Spreadsheet button on the bottom of the form. Once selected, the system will export the data to a spreadsheet in Excel. Our clients use this method of "reporting" to run simple searches and print lists, through the spreadsheet option, for their use.

Advanced Searches

In addition to the "canned" searches, we have incorporated an "Advanced Search" method that allows users to query more than one table of information at a time and place conditions on the searches. This option allows for a more complex query and

makes available many more fields. We have tried to design an intuitive interface for this purpose to make this functionality available to even the most basic user.

The screenshot shows a 'Filter Condition' dialog box. It features a blue title bar with the text 'Filter Condition' and a close button. Below the title bar are 'OK' and 'Cancel' buttons. The main area contains four dropdown menus: 'Table' (set to 'CUSTOMER ACCOUNT TABLE'), 'Field' (set to 'Account Status'), 'Operator' (set to 'equals'), and a 'Value...' button next to an empty text box. To the right of the 'Value...' button are two checkboxes: 'Use Description for lookup' and 'Case sensitive'.

This screen is presented to users when the Advanced Search is initiated. The user first chooses a data environment or “table” to search in. The following tables are available to the user in Advanced Search:

- A/R Balance
- Account Service Multipliers
- Account Service Table
- Address Table
- Customer Account Comment Table
- Customer Account Deposit Table
- Customer Account Table

- Customer Credit Rating Table
- Customer ACH Set Up Table
- Customer Table
- Customer Account Address Table
- Customer Account Phone Table
- Deposit Balance Table
- Flat Rate / Equipment Table
- Meter Table
- Service Address Table

Within each table, specific fields are available and once a user chooses a table, they are required to select the field that they wish to query and an operator (equals / does not equal / less than / greater than etc.) to use while searching. You will note above that they can then either type in a variable or may select the “variable” button which will list all of the variables in the database within the table selected.

After this initial search criteria is saved, the user may add additional criteria from the same table or from another table listed above. They join the criteria lines with an operator (and, or etc.) that will dynamically change the searching method based on the selection.

Once this Advanced search is completed, the user submits the query and CIS Infinity will return all records from the database that matches the search criteria. Again, the user is given the option to use the spreadsheet output option at this point. The fields that were included in the Advanced search are added to the grid of information presented to the user and are also exported to the spreadsheet.

Advanced Filters

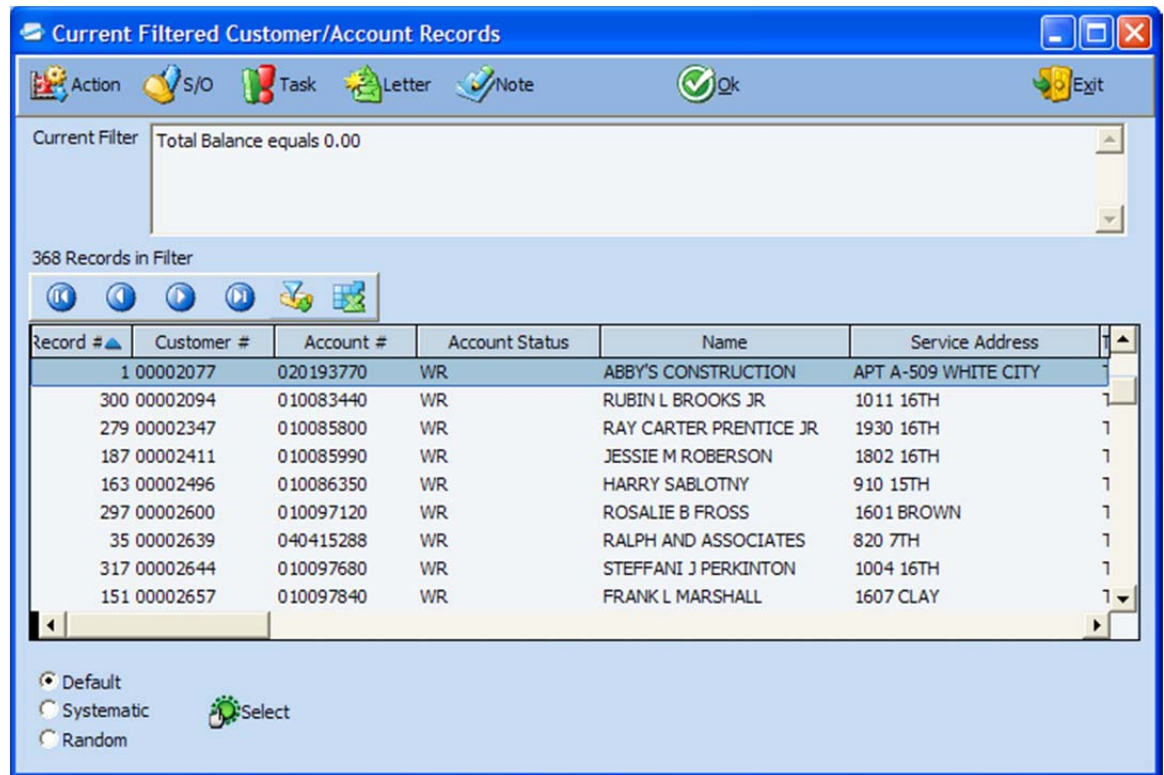
At times, our clients would like to use the data from their queries to prepare letters, service orders or to add a note, send an email or generate user tasks. Advanced has incorporated a Filter option in CIS Infinity to assist users with this requirements.

The Advanced Filter function allows users to query the database using exactly the same method outlined above. The forms and options are identical to the Advanced Search function. When the filter is built and executed, the users system is “filtered” to the accounts that match the filter and they can move from account to account by selecting “next” or “previous” buttons on the tool bar.



In addition, the user can select the Current button. This option displays the current filter criteria, the accounts matching the search and several options to use the data –

generate actions, service orders, tasks, letters, add a note to the account or add a bill message to the account to be displayed on the customer's next bill. Prior to generating these actions, the user also has the ability to perform a further filter of accounts – systematic or randomly selecting accounts to use. This option is helpful for marketing purposes.



Advanced Reporting

Advanced has created, in consultation with our customers, a number of “canned” reports that are useful for generating statistical or financial reports each day, week, month or year. These include block summaries, general ledger and transaction reports for accounting and balancing purposes, customer listings and equipment and metering reports for statistical purposes. There are over 200 standard reports, and virtually unlimited ad-hoc reports.

These reports are run from a reporting menu by simply selecting the report to run and choosing a date or range of information. These are pre-formatted reports. Alternately, the user can choose to modify a canned report to make it match specific requirements that they may have. This includes copying an existing report and then adding additional information, changing the look of the report (font, color, orientation) or changing the filters, summaries etc. A user can also attach their own Crystal Report format – this allows you to “dump” data from a regular report and then perform other functions with your own customized reports. Reports can also be “packaged” or copied and then “unpacked”. This allows our customers to share reports or allows you to copy a report from test into production.

Crystal Reports v. XI is embedded in CIS Infinity. Advanced recommends that a few key “report-generating” users purchase Crystal Reports to allow them to format reports for presentation purposes.

Rates

CIS Infinity’s complex rate engine uses extensive normalization of the rate structure to allow for virtually unlimited rate configuration.

Some of the main features of the rate engine:

- Unlimited rates
- Unlimited rate elements (rate details)
- Up to 5 rates attached to a service on an account
- Rates can be attached to meters
- Rates can be customized by customer for every account they have
- Rates can be customized for a specific service address
- Rates can be customized for a customer at a service address

On a single rate these elements can support:

- Basic or flat charges
- Block or Step based on usage
- Surcharges or usage-based charges

Other rate elements:

- Caps or floors for complex customer-specific contract terms
- Aggregation and consolidation of rates, usages and prices indexes
- Utilization of time zone calculation when rates and usages exist in different time zones
- Billing adjustment elements used for use from complex tax calculation or city council mandates.
- Minimum bill elements used in the calculation of minimum bills for customers

The unique design of the CIS Infinity rate engine gives the utility complete control over the rate design and model. The fact that no hard coding of rate elements or rate configuration is used in the design of the rate engine gives the rate engine endless possibilities in dealing with both straightforward and complex rates.

The rate engine in CIS Infinity allows users to attached “Microsoft Excel” formulas to any rate element or combination of rate elements. This adds much more to the already flexible rate engine by allowing for special rate cases to be handled by embedding formulas into rates. The rate formula design allows users to utilize any field in CIS Infinity, any field that exists during bill calculation, any mathematical

function, as well as SQL statements. Formulas can be nested within other formulas for even greater control of very complex situations.

Proration rules in CIS Infinity's rate engine follow the same flexible nature of the rate design. Due to the fact that pro-ration rules can be different from utility to utility or from state to state, CIS Infinity puts the rules of pro-ration in the hands of the utility. Pro-ration can be handled at the service level right down to the rate element level.

Unlike other CIS vendors, Advanced Utility Systems integrates our powerful rate engine directly into CIS Infinity.

The benefits of the integration of a complex billing engine into CIS Infinity are:

- Users have the same access to complex data as they do straight forward data
- Complex customers and regular customers can be billed using the same system of billing and can exist together in the same billing cycle.
- No need to transfer data from one system to another
- Month end reporting, management reporting and other reporting that requires all information together can be done with one system and not require the manual consolidation of data later.
- Ease of use while being able to handle virtually any complex billing situation – billing a regular residential customers is the same as billing complex customers as the setup is done once and the billing process is the same regardless of the type of customer.

Under the rate elements screen the user can attach a formula to the rate element. At the point of calculation CIS Infinity will call the formula.

The screenshot shows the 'Formula Control' application window. It has a menu bar with 'Search', 'Edit', 'Add', 'Delete', 'Info', and 'Exit'. Below the menu bar is a 'Details' tab. The main area contains a table with three columns: 'Code', 'Formula Description', and 'Formula'. The table lists various utility services and their corresponding formulas, which often reference other formulas (e.g., Formula 10, Formula 68).

Code	Formula Description	Formula
15	Water Meter Charge	iif(plmeterchange and tmc,0,iif(@FUNCTION:at(tcreadtype,"HF,MF")>0@
20	Sewer Bl 1 Prorate Non-Meter	iif(pntotaldays>lnOverridedaysMaxRateTable,IIF(lnOverridedaysRateTable
21	Sanitary Consumption	iif(@SERVCONS:41@<0,@FORMULA:87@,iif(@SERVCONS:41@=0,iif(@SE
23	Sanitary Prorated Meter Charge	iif(pntotaldays<lnOverridedaysMinRateTable or pntotaldays>lnOverrideda
24	Sewer Pro. Mtr Chrg Non-Meter	iif(@FUNCTION:at(tcreadtype,"SM,SH")>0@,0,iif(ddgetfieldvalue("BIF005
25	Water - So View Tax Admin Fee	iif(pntotaldays>lnOverridedaysMaxRateTable or pntotaldays<lnOverrideda
26	Ele -So View Tax Prorate Bl 1	iif(@SERVCONN:10.B.1@>(iif(piOriginalDaysInt>lnOverridedaysMaxRateT
27	Ele -So View Tax Prorate Bl 2	iif(@SERVCONN:10.B.2@>iif(pntotalDays>lnOverridedaysMaxRateTable,p
28	Ele -So View Tax Prorate Bl 3	iif(@SERVCONN:10.B.3@>iif(pntotalDays>lnOverridedaysMaxRateTable,p
29	Electric Meter Charge	@DECIMALS:2@iif(@FUNCTION:plmeterchange and tmc@,0,iif(tratechang
30	Demand Consumption	iif(!plmeterchange or !tmc,iif(@SERVCONN:10.S.1.pcbillcode@=0,0,nvl(iif(
31	Rate 58 Demand Consumption	nvl(iif(pioriginaldaysint>lnOverridedaysMaxRateTable,MAX(pncondmd,225(
32	Meter Consumption	iif(tcreadtype='HF' or tcreadtype='MF',0,@METERCON:tdMeternum.@)
34	Water Block Cons 1	Min(iif(tcreadtype='HF' or tcreadtype='MF' or pnsign=-1,0,@FORMULA:68
35	Water Block Cons 2	Min(iif(@FUNCTION:at(tcreadtype,"HF,MF")>0@,0,MAX(@FORMULA:68@
36	Water Block Cons 3	iif(@FUNCTION:at(tcreadtype,"HF,MF")>0@ or pnsign=-1,0,MAX(@FORM

In this case the formula attached to the rate element called another formula, and thus is nested. Items surrounded in 'at' (@) symbols refer to system variables. In the case circled above formula 11 calls formula 10. Users can nest all of the calculations into one formula although it is easier to segment the formulas so there is easier formula maintenance. Although this example uses a complex electric rate, the same technology can be used for the more complex rates emerging in the water industry including conservation rates.

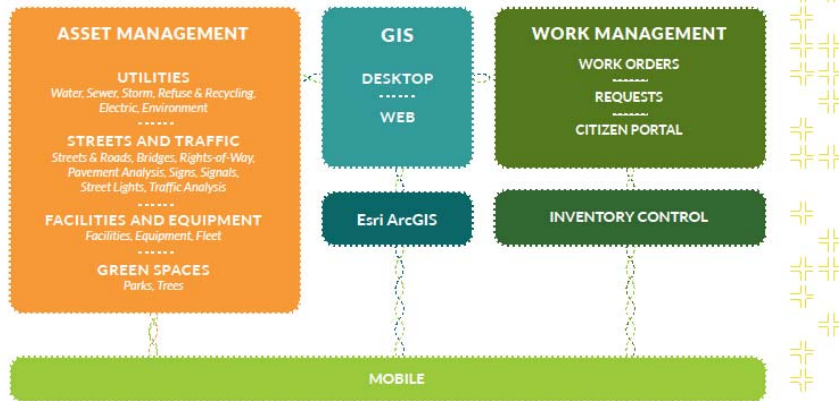
Advanced has many clients that bill either single or multi services with CIS Infinity. Services include Electricity (metered, flat rate, Demand, TOU and interval customers), Water (metered – single, multi-flow, and flat rate), Sewer (metered and flat rate), Solid Waste, Gas, Propane, Concrete, Cable and Fiber. They also bill for additional services such as Reclaimed Water, Drainage and Steam.

Services are defined within CIS Infinity and then rates are attached to the services. Every service will have its own unique rates defined within the rate engine.

Work and Asset Management

Lucity offers a comprehensive suite of modular and integrated commercial off-the-shelf (COTS) software solutions to assist local governments with management of their assets and maintenance activities. The Lucity solutions suite is illustrated in the following “Product Map”.

+lucity Product Map
SOFTWARE FOR PUBLIC WORKS



clarity through connections www.lucity.com 10561 Burdick, Suite 300, Overland Park, KS 66202 P 913.341.3105

For the Town's Enterprise Asset Management System, the following Lucity solutions are proposed:

Function	Solution	Function	Solution
Requests for Service	Requests Citizen Portal	Assets	Water Storm Storm CCTV Refuse & Recycling Streets & Roads Bridges Rights-of-Way Pavement Analysis Signs Signals Street Lights Parks Trees
Work Orders	Work Orders Work Administrator Mobile Inventory Control Mobile Bar Coding		
Interfaces/ Integration	GIS Desktop GIS Web API		
		Equipment	Equipment Equipment SCADA
		Fleet	Fleet Fleet Fueling

	Facilities	Facilities
--	------------	------------

The Lucy solutions offer various interoperable user interfaces including:

- Customizable Web application dashboards, data views and detail forms that can be tailored to individual/group End-User requirements
- Configurable Desktop application modules with advanced functionality and comprehensive data models for System Administrators and Power Users
- Map-based views and functions for End-Users through ESRI ArcGIS integration
- Native mobile applications with data forms and map views

iNovah - Central Cashiering

iNovah is a browser-based solution that manages the payment collection and processing activities from all your collection sources to all your accounting and information systems. It combines the latest technologies available and over three decades of experience with the payment collection needs of government and utilities to create a system that really makes sense!

Replacing old collection procedures with iNovah provides an impressive list of advantages that are discussed in this document. These include:

- iNovah stores all payment transactions in a single consolidated database that provides extensive research, revenue and statistical reporting capabilities with unlimited data retention.
- iNovah comes with a full complement of tools to collect, manage and audit revenue data including Cashiering, Payment Balancing, Payment Administration, Query, Reporting, Import, Export and Configuration Modules. All of these tools combined truly empower you to get the maximum value from your revenue data.
- iNovah connects all your collection sources (e.g., remittance processor, over-the-counter, self-service stations, Internet, phone, etc.) with all your posting systems (e.g., customer information systems, receivable systems, general ledgers, and treasury systems) through reusable Web Services based interfaces.
- iNovah interfaces with most existing computer infrastructures using industry-standard hardware and software. Consequently, it is not necessary to replace current systems to take advantage of the power and flexibility of this system.
- iNovah includes a comprehensive feature-packed cashiering module for processing over-the-counter transactions and miscellaneous collections.

Payment Database

iNovah is built around a Consolidated Payment Database that stores all of the payment details for every transaction from every collection source. This database serves as the central repository for all types of collections regardless of the number

and type of interfaces to collection sources or host based systems. It can house payment activity for different locations, departments and organizations.

The Consolidated Payment Database consists of a set of tables stored in a Microsoft SQL Server 2005 (or 2008) relational database. All access to the database for adding, updating and inquiring on payment activity is controlled through ADO.NET classes using the Microsoft .NET environment.

The structure of the Consolidated Payment Database has been normalized for optimal performance. It includes tables for deposits, payments, audit trail, configuration parameters, report layouts and event logs. Referential integrity is enforced through the use of foreign key constraints. All payments are recorded with a unique identifier consisting of a random 128-bit global unique identifier (GUID) as a primary key.

A local version of the Consolidated Payment Database is stored in a SQL Server Desktop Engine Database on each Cashiering Workstation. It includes the configuration parameters and report layouts used for offline processing. It also stores all of the payments taken during offline processing until these payments are rolled up to the Consolidated Payment Database

Historical transactions may be kept indefinitely or archived to offline storage after a user-defined period of time. These transactions can be retrieved for subsequent use in queries, report preparation, or audits.

The event logging tables include status flags and logs of maintenance activities, and sign on attempts. These tables are used to provide a history of activities for security purposes.

An Entity Relationship Diagram (ERD) of the Consolidated Payment Database is available upon request.

Cashiering Module

To solve your over-the-counter cashiering needs, iNovah includes a feature rich Cashiering Module. The Cashiering Module is the only iNovah module that is not browser-based; it was designed that way to satisfy our customers' need to process receipts both on-line and off-line, when the network is down. Also written in .NET, our Cashiering Module will allow you to continue to process payments over-the-counter until network communications are restored.

In addition, the Cashiering Module of iNovah supports a variety of payment collection functions such as:

- Entering any type of payment including characteristics:
 - Payments allocated to multiple charges
 - Payments for multiple bills
 - Payments without a bill

- Partial payments
- Payments made with multiple types of tender

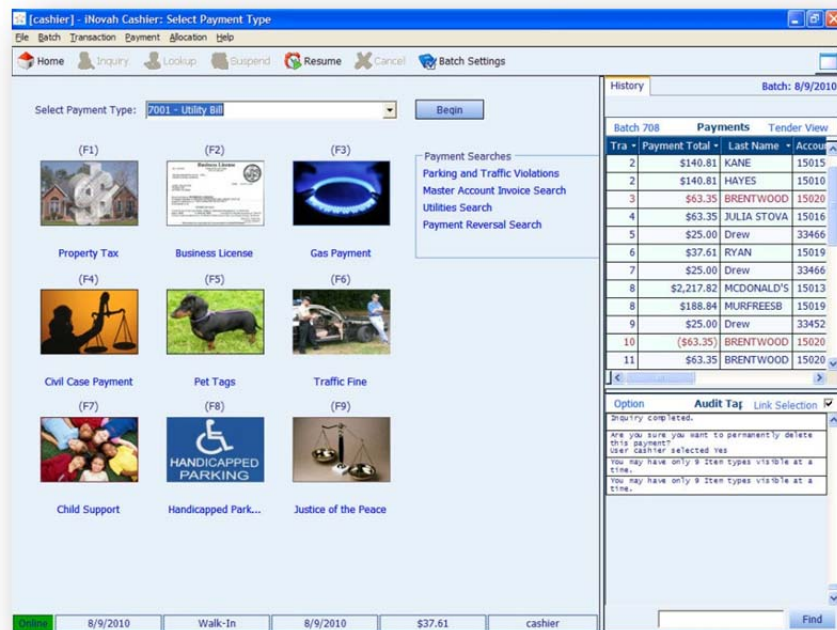
Refunds and credit vouchers

- Applying any accepted form of tender (such as cash, checks, and credit cards)
- Suspending and resuming payments
- Voiding payments
- Correcting Payments

Entering Payments

Entering payments has never been easier. With the Cashiering Module, you can:

- Specify the payment type by selecting an icon or an item in a list; entering a code; or scanning a document (such as a bill)
- Enter customer account information required for each type of payment
- Retrieve customer account information from another computer application
- Specify the payment amount
- Allocate the payment to one or more revenue accounts automatically or manually
- Specify the tender (cash check, credit card, etc.) by selecting a tender type from a list
- Specify checking account information by scanning the check or entering checking account numbers
- Enter credit/debit card account numbers through a Mag-Stripe Reader, PIN Pad or keyboard
- Authorize credit/debit cards through processors or gateways
- Validate bills and print receipts based on user-defined formats
- Endorse each item of tender based on user-defined formats
- Accept Credit and Debit Cards



The Cashiering Module provides you with all the features you need to process credit and debit cards for payments including:

- Magnetic stripe and pin pad reading and decoding
- Keyboard entry of credit card number and other required information
- Automatic online credit card authorization through third party processors and gateways
- Credit and debit card receipt printing
- Credit and debit card reporting

Suspend and Resume Payments

One of the most used features of our system is the ability to suspend and subsequently resume payments. Our clients have shared countless situations where

the cashier had to suspend a transaction and then resume and complete it at a later time. In addition, it also allows you to resume suspended payments on any cashiering workstation and allows payments to be started by one person and completed by another. This capability can even be used to start a payment on the

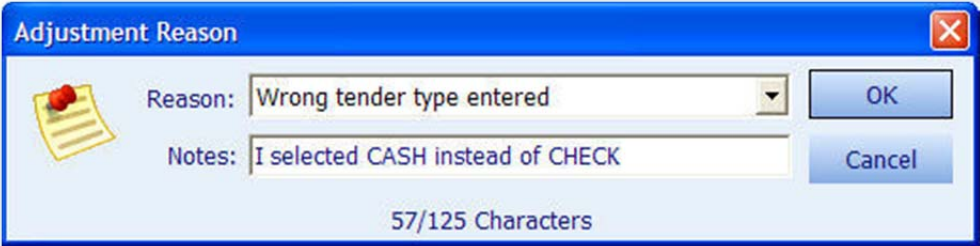
Manage Suspended Transactions				
Suspended Transactions				
Name	Last Modified	Description	Office	Transaction Total
train1	2005-04-28	Customer forgot checkbook	Gravette	290
train1	2005-04-28	Can't get it to balance	Siloam	1353
train1	2005-04-28	Customer has bad check flag, went to resolve	Siloam	234.55

phone and complete it when the payment is tendered in the office. When a user suspends a payment, the Cashiering Module stores the payment in a “suspense” file that is accessible to other authorized users for a number of days defined in the system’s parameters (typically 2-10 days).

Void Payments

Even the best cashiers can make a mistake, or a customer may come back asking to void their payment. Whatever the reason may be, the Cashiering Module lets you void payments. To void a payment, you simply select the transaction in the Audit Window and void it. Instead of deleting the transaction, the Cashiering Module flags the transaction to indicate it is voided. A new transaction is automatically added to reverse the original one. This feature improves the audit trail by showing that the payment was not only taken but also voided.

Adjust Transactions



In some instances the cashier doesn’t want to void the payment entirely. The cashier may need to correct or adjust the details of the transaction. For this reason we also have a payment adjustment feature that guides the cashier through the exact steps necessary to alter a previously posted payment. All fields associated with the payment including account number, payment distribution and tender types may be changed in the correction process. The Cashiering Module processes the changes through an automatic void and re-posting process to create a full audit trail.

Reverse Credit Card Payments

If the payment being voided or adjusted was paid by credit card, the Cashiering Module lets you reverse these credit card payments from open batches. To reverse a credit card payment, you simply select the original transaction in the Audit Window and the Cashiering Module will void the payment and post the credit card reversal to the current batch.

Process Multiple Receipts in the Same Transaction

The Cashiering Module lets you process any combination of payments (receipts) together as a single transaction. Each receipt is numbered separately in addition to the transaction number and sequenced within the transaction. Amounts tendered in

a “multi” are applied to all of the receipts in a many to many relationship. Since the update process occurs at the end of the transaction, changes can be made to any of the receipts prior to completing the transaction.

Imaging At The Counter

Like all good applications, iNovah continues to evolve and new features and functionality are added regularly. Most recently System Innovators has announced Imaging-At-The-Counter as a standard feature of iNovah. With this feature you can image the front and back of bill stubs and/or the tenders used to satisfy the payment. These images are stored in the iNovah database for your reference when researching payment activity. Imagine being able to find a payment processed months ago and immediately see the bill stub and checks used to pay that receipt!



In addition, these images can be printed on the customer’s receipt!

Receipts & Endorsements

The Cashiering Module enables users to print receipts and endorse documents in the following ways:

- Printing a tear off receipt on a receipt printer
- Printing a receipt on a shared or dedicated document printer (up to 8 ½ X11)
- Validating a document as a receipt on a validation or slip printer
- Endorsing a check or other form of tender on a validation or slip printer
- Printing a duplicate receipt (with duplicate label) on a receipt, validation, slip or document printer
- Printing a duplicate endorsement on a validation or slip printer

Audit Trails

The Cashiering Module records all activity to create a thorough audit trail in both online and offline modes. All payments are recorded to transaction files and audit files while all other activity, such as logins and opening a cash drawer, are recorded only to the audit file. When a cashiering workstation is online, this information is recorded to the Consolidated Payment Database where it accessible to supervisors and auditors for oversight. When a cashiering workstation is offline, this information is recorded to a local version of the database where it is maintained until it can be automatically synchronized with the Consolidated Payment Database.

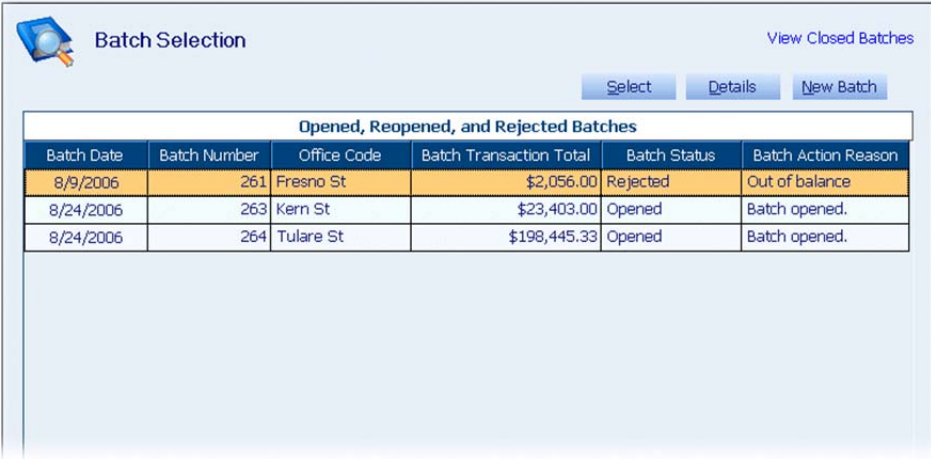
Audit Window

The Cashiering Module includes an Audit Window to view an electronic version of the audit tape. With the Audit Windows, you can:

- Search for transactions with filtering capabilities
- View transaction details
- Print transaction details
- Filter to view any combination of batch, transaction, receipt, validation or security entries
- Print duplicate receipts, endorsements, and validations
- Void or correct payments

Financial Control with Flexibility

The Cashiering Module records payments to batches that can be grouped together for daily activity. Each batch is assigned to a single cashier and a single processing day for accountability. All activity for each batch is balanced to a specific cash till. Cashiers may access one or more batches from any workstation in order to complete their work. Using batches to account for all payment activity rather than workstation or date provides the following capabilities:



Opened, Reopened, and Rejected Batches					
Batch Date	Batch Number	Office Code	Batch Transaction Total	Batch Status	Batch Action Reason
8/9/2006	261	Fresno St	\$2,056.00	Rejected	Out of balance
8/24/2006	263	Kern St	\$23,403.00	Opened	Batch opened.
8/24/2006	264	Tulare St	\$198,445.33	Opened	Batch opened.

- Cashiers can use multiple batches per day to segment their work in any appropriate way (work in more than one batch at a time)
- Cashiers can record payments at a customer counter and balance their drawer in the back room (remote balancing, away from the counter)
- Cashiers can record payments for a new processing day before the old processing day is balanced (multiple days open at the same time)
- Cashiers can access their own batches from any workstation or location in order to relieve other cashiers

Deployment

In order to process payments in both online and offline modes, the Cashiering Module must reside on each cashiering workstation. Authorized individuals can download the Cashiering Module to any PC simply by going to the **Download Center** from the iNovah home page. Once the Cashiering Module is deployed to a PC, both the program and configuration parameters will automatically be updated from the iNovah server based on options maintained by the System Administrator.

Peripheral Devices

The Cashiering Module supports USB, serial and parallel printers using OPOS drivers as well as network connected printers. It also supports OCR, bar code, MICR readers, magnetic stripe and PIN-pad readers. Supported cash drawers may be connected to journal/validation printers or PC ports. Some of the specialized peripheral devices that are supported include:

Journal/validation printers

1. TPG A776 (USB only)
2. Epson TMH-6000III

Input Scanning Devices

1. HPP 3800g Bar Code Readers (Serial or USB)
2. IDTech Mag Stripe Readers, Triple-Track (decoded or non-decoded) (Serial only)

Imaging, MICR & OCR Device

3. Canon CR-50 Imager (USB)

Supported Cash Drawers

1. APG Cash Drawers

Batch Management

Batch Management provides all the capabilities associated with counting and balancing monies collected in each payment batch. It can be accessed by any authorized user from any workstation running Internet Explorer.

Balancing capabilities include:

- Counting cash in a till based on the number of bundled and unbundled bills and coins
- Recording and tracking cash pickups
- Recording counted tender amounts and comparing them with system calculated amounts
- Calculating over and short amounts for each type of tender
- Preparing bank deposits for the batch

Balancing can be completed as a one or two step process. Each batch must be balanced and authorized before it can be closed. Balancing can be performed by one person and authorization performed by another or one person can be permitted to perform both steps.

Batch Information

Batch Number	708
Batch Date	8/9/2010
Opened On	8/9/2010
Batch Status	Opened
Office Code	Central
Owner	cashier
Transaction Total	\$2,972.70
Tender Pickups	\$0.00
Starting Cash	\$200.00
Cash in Drawer	\$37.61
Num. of Transactions	11
Num. of Voids	0
Num. of Adjustments	1
Num. of Payments	13
Avg. Payment Amount	\$270.25

Drawer Amounts

Tender Code	Pickups	In Drawer	Total	Over/Short	Item Count
AMEX	\$0.00	\$25.00	\$25.00	\$0.00	1
CASH	\$0.00		\$0.00	(\$37.61)	-
CHECK	\$0.00		\$0.00	(\$2,839.98)	5
VISA	\$0.00	\$70.11	\$70.11	\$0.00	2
Drawer Total	\$0.00		\$95.11	(\$2,877.59)	

Batch Deposits

BAM-GEN

Tender Code	Received	Deposit	Over/Short	Item Count
CASH	\$37.61	\$0.00	(\$37.61)	-
CHECK	\$2,839.98	\$0.00	(\$2,839.98)	5
Depositable	\$2,877.59	\$0.00	(\$2,877.59)	
AMEX	\$25.00	\$25.00	\$0.00	1
VISA	\$70.11	\$70.11	\$0.00	2
Non-Depositable	\$95.11	\$95.11	\$0.00	
Batch Total	\$2,972.70	\$95.11	(\$2,877.59)	

Batch #708

Summary Reports

Select report: Batch Tender Totals

1 of 1 100% Find Next Select a format Export

Non-Itemized Tenders

Tender	Transaction #	Seq #	Check #/Item #	Amount
Cash				
	1			\$40.00
	2			(\$2.39)
Cash Total				\$37.61
Non-Itemized Total				\$37.61

Itemized Tenders

Tender	Transaction #	Seq #	Check #/Item #	Amount
American Express				
	1			\$25.00
American Express Total (1)				\$25.00
Check				
	2	1	0194	\$281.62
	4	1	0194	\$63.35
	7	1	0194	\$25.00
	8	1	0117	\$2,406.66
	11	1	0194	\$63.35

Item Count by Tender

American Express - \$25.00
Cash - \$40.00
Change - (\$2.39)
Check - \$2,839.98
Visa - \$70.11

Batches that are not accepted can be electronically returned to the originating cashier along with comments regarding why the batch was rejected so that the cashier may resolve any discrepancy.

Payment Balancing also allows authorized users to combine deposits from different batches into a single consolidated deposit once each batch is

balanced. Consolidated deposits can be modified to add, delete or move deposits as needed to create the final bank deposits which can be tracked to reconcile bank statements.

Batch Deposit Reports can be viewed and printed for any individual or consolidated deposit.

Transaction Adjustment

Transaction Adjustment provides the tools to void and correct previously posted payment transactions in closed batches. Powerful query capabilities enable individual transactions to be isolated and displayed on the screen. Changes may be made to individual fields but are recorded as a reversal of the original transaction and the entry of a new transaction to provide a complete audit trail including the date, time, location and ID of the person making the change. Once the change is completed, the reversal entry and the new transaction are automatically posted to customer and accounting systems based on the posting requirements of the original entry. Any associated deposit is automatically updated as well. A reason for the change may also be recorded.



ddt3x3j1 - Payment History

Payment Allocation

NOTE: Highlighted columns reflect changed values in the payment records.

Receipt Number	Offline Receipt N	Payment Total	Payment Code	Payment Name	Account Number	Company Name
00028088		\$63.35	7009	Water and Sew	150207300	
00028088		(\$63.35)	7009	Water and Sew	150207300	

Allocation Sequen	Allocation Code	Allocation Name	Fund Code	Fund Name	Quantity	Amount
1	70002	Water Usage	00100	00100 GEN	1.000000	(\$22.00)
2	70003	Sewer Usage	00100	00100 GEN	1.000000	(\$37.00)
3	70004	Storm Water	00100	00100 GEN	1.000000	(\$3.35)

00028088 \$63.35 7009 Water and Sew 150207300

Adjustments can be completed as a one or two step process. Each adjustment must be recorded and authorized. Adjustments can be recorded by one person and authorized by another or one person can be permitted to perform both steps.

Payment Administration also provides the capability to adjust non-balancing information associated with deposits such as batch date, cash overage and cash shortage. An audit trail is recorded for each change consisting of a reversal entry and a new deposit record. Deposit adjustments also support separate recording and authorization steps listed above.

Another feature of Payment Administration is the ability to create ACH files for selected payment transactions. Check payments from any Collection Point can be converted to ACH files for electronic transmission to your bank if the required information has been collected.

The flexibility provided in Transaction Adjustment makes it an ideal tool to perform functions such as:

- Correcting payments posted to the wrong account
- Correcting out-of-balance conditions in bank deposits
- Reversing payments due to NSF conditions
- Correcting payment distribution errors
- Creating ACH files on demand

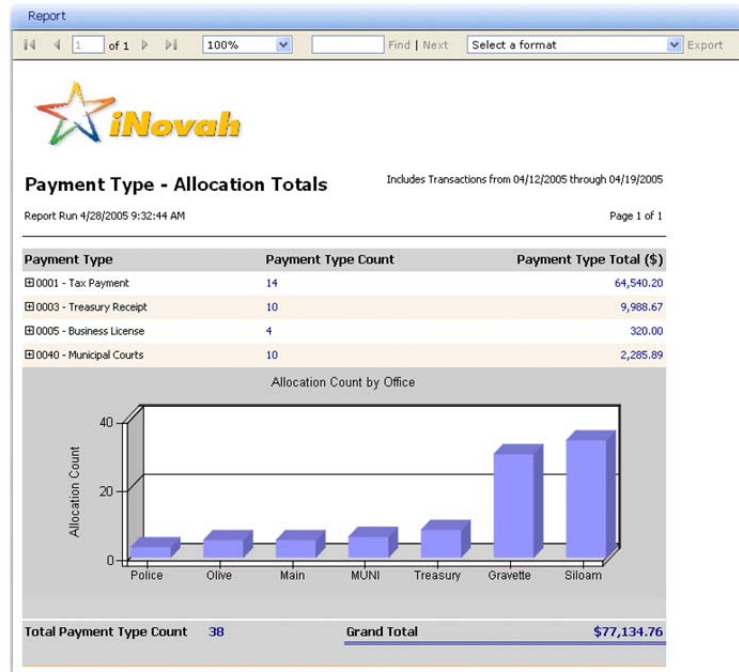
Reporting Services

The iNovah reporting module is ever changing and the list of reports continues to grow. As new reports are authored they are distributed in updates available to all clients under maintenance.

The reporting services included with iNovah allow authorized users to display and print formatted reports from any PC with a Web browser. Reports may also be scheduled to run automatically on predefined dates and times. Reports are generated as files and can be automatically distributed via e-mail to designated users who need the reports.

Each report contains predefined selection criteria such as date range that can be satisfied with entered data or meta-data such as 'This Week' or 'Today'. Reports also provide extensive drill down capabilities to see the details behind each total. Access to reports is limited to reports that security settings permit.

All standard reports have been created using the Microsoft SQL Server 2005/2008 Reporting Services and stored as XML-based Report Definition Language (RDL) tables in the iNovah database. Any reporting tool that utilizes RDL formatting can be used to create or modify reports. New and modified reports can be added to the library of standard reports through the configuration module.



Reports are generally classified into one of six areas. These areas attempt to define the way the data is analyzed and/or reported on. These areas are – Batch, Deposit, Payment, Allocation, Tender and Analysis & Audit. The reporting module has two additional tabs called Recent and Favorites. Any report a user runs regularly can be added to the Favorites Tab with a single click. Did you run a report recently but forgot which one it was? Don't worry – the 'Recent' tab will remember for you.

Many of the standard payment reports have drill-down capabilities where applicable and may be sorted by batch, date, batch owner, office, collection point, payment origin, machine id, company or department. They include:

- Allocation Totals
- Credit/Debit Card Totals
- GL Totals
- Payment Type Totals
- Tender Totals
- ACH Totals
- ACH Transaction Detail
- Adjusted Transaction Detail
- Cashier Over/Short/Deposits
- Fund Transfer Detail
- Transaction Detail for a Single Batch
- Payment Batch Detail Report
- Single Transaction Report

Query

The Query Module of iNovah provides incredible flexibility and access to the data. Security throughout the product ensures that your users can only query and report on those payment and audit records that you have given them access to.

Queries are constructed by selecting the fields to be viewed and entering the search and sort criteria. In addition to setting search and sort criteria, Queries can be built with user prompts for dynamic query results. This powerful interface simplifies the data mining. Queries may be saved for subsequent use and the implementation of user prompts eliminates the need for redundant queries.

Record counts and totals are automatically provided on each query.

Repetitive research requests can be completed and printed through saved queries from any authorized person. The following types of queries are available:

- Transaction queries
- Payment queries
- Payment Allocation queries
- Tender queries
- Deposit queries

Audit queries provide an extra level of verification. Since all information printed on receipts and associated documents are recorded in a separate audit table of the Consolidated Payment Database, queries can be performed on this data as well. An electronic audit tape can be accessed from the Query Module to identify what happened before, during and after a transaction in question.

Saved queries can be run using any payment data in the Consolidated Payment Database. Query results can be printed or exported to other applications (Excel) or raw data saved off for use by any 3rd party application supporting XML.

A special query process has been created to browse payment data without creating a query definition. This browsing capability will retrieve payment data based on selected filters such as office, cashier id or date.

System Configuration

Configuration capabilities allow the system administrator to add, change and delete a wide variety of parameters that control the operation of the system.

These types of enterprise wide changes are done from the comfort of an individual desk while the results are pushed to all components that utilize that function.

Parameters that are maintained in this module include:

- Server based services for connectivity, performance
- Credit card authorization
- ICL (Check21) configuration
- Email Notification
- Scheduling for imports, exports, reports and maintenance deployment
- Payment types and the information required for each type
- Payment type collection options
- User defined data fields
- Payment allocations and the information required for each allocation
- Tender types and the information required for each type of tender
- Collection points
- Receipt and endorsement forms
- Offices
- Banks

- Funds
- Workstations
- Peripheral devices
- Security settings, user accounts and groups
- Bad (negative) Check System

Payment Import

Payment Import capabilities provide a means to import payments from other systems into the Consolidated Payment Database. The module is accessed from any PC through a Web browser and supports the following capabilities:

- Importing payments in standard XML or ASCII file formats
- Importing payments in non-standard file formats (once a process is tailored)
- Performing account inquiries using inquiry web services
- Accept and reject payments based on user-defined criteria in web service
- Save rejected payments to a separate file
- View import results and statistics

Remittance Research Administration Configuration Tools Custom

ddt3x3j1 - Import [Home](#)

☒ Reset batch and receipt dates to today's date on each run

Import Options

Type of Import:	Web Payments	Runtime Options ☒ Perform account inquiries for each payment ☒ Automatically balance the batch on completion ☒ Automatically close the batch on completion
Company:	Arlington County	
Department:	Finance	
Office Code:	Central	
Collection Point:	ACH-Xfer	
Batch Date:	8/25/2010	
Date Received:	8/25/2010	
Import File:	Browse...	

Payment Export

Payment Export capabilities provides a means of exporting payments from the Consolidated Payment Database to payment files for use by other systems. The module is accessed from any PC through a Web browser and supports the following capabilities:

- Exporting payments in standard XML or ASCII file formats
- Exporting payments in non-standard file formats (once a process is tailored)
- Selecting payment batches and date ranges for export

ddt3x3j1 - Edit Export [Home](#) > [Configure Exports](#)

Step 1: Describe the export and select the database fields to export.

Export Information

Code: Type: ☐ Skip Previously Exported Records ☐ Include Op

Description:

Batch Fields		Transaction Fields		Payment Fields		Allocation Fields	
	Label		Label		Label		Label
☒	Authorizing Name	☒	Collection Point	☐	Account Number	☒	Account
☒	Balanced Time Stamp	☒	Company	☐	Account Status	☒	Allocation Code
☒	Balancing Name	☒	Date Received	☐	Active Since	☐	Allocation Descripti
☒	Batch Action Reason	☒	Department	☐	Agency ID	☒	Allocation Name
☒	Batch Date	☒	Entry Time Stamp	☐	Applicant Name	☒	Amount
☒	Batch Deposit Total	☐	Information	☐	Application Type	☒	Business Unit
☒	Batch Number	☒	Machine ID	☐	Bag Number	☐	Charge Sales Tax
☒	Batch Over Short Reas	☐	Server	☐	Billing Cycle	☒	Fund Code
☒	Batch Over Short Tota	☐	Start Time	☐	Business Flag	☒	Fund Name
☒	Batch Status	☐	Transaction Number	☐	Business Name	☒	GL Account
☒	Batch Transaction Tot	☐	Transaction Status	☐	Business Unit	☒	GL Description
☒	Closed Time Stamp	☐	Transaction Total	☐	Buyer Number	☒	GL Fund
☒	Office Code			☐	Case Type	☒	GL Organization
☒	Opened Time Stamp			☐	Cash Only	☒	Organization
☒	Owner Name			☐	Certificate Number	☒	PC Business Unit

2. Describe the product direction for the company, including time frames.

Advanced's 5-year product roadmap includes numerous major functionality and technology enhancements. The most significant enhancements Advanced is either actively engaged in or is planning are the following:

Client Product Enhancements

- In 2012, Advanced is undertaking a number of significant enhancements for both new and existing clients. Among those modifications are enhancements to the solid waste functionality, capital credit and membership handling, password handling enhancements, increased functionality for our multi-company clients, and improvements to our real-time refund check interfacing framework.

CIS Infinity Version 4

As a software vendor dedicated to the CIS market, Advanced is always pursuing development of its next major release. To this end, development is currently under way on the next version of our flagship customer information and billing product - CIS Infinity. Version 4 will move CIS Infinity to the next level of CIS solutions, and due to its robust and open-ended architecture, will allow Advanced to undertake the significant enhancements envisioned in our product roadmap.

- Built using the Microsoft .NET 4.0 using C#.NET as the core development language, Version 4 of CIS Infinity will provide our clients with significant functional and technological benefits, including:
 - Enhanced customization options for the end-user, including the ability to define personal views ("MyView") of the key Customer/Account Inquiry screen, hide/rename any data elements or labels
 - Ability to design the layout of any form in CIS Infinity by grouping/moving/hiding visual elements
 - Providing unlimited user-definable fields
 - Robust and versatile business object framework to support SOA API
 - Enhanced error and exception handling and messaging
 - Optimizations to the data access layer
 - Enhancements to the install and updating process
 - Enhanced internal data query and selection tools
 - Support for user-configurable data archiving and purging capabilities, including the ability to query/report on archived data
- CIS Infinity Version 4 will include the release of a browser user interface for all end-user facing screens in CIS Infinity, starting with the most commonly used forms such as the Customer/Account Inquiry Form and Cash/Billing/Collections processing forms. This browser user interface will provide the same robust and rich user interface options available in our graphical user interface.

- CIS Infinity Version 4 will include a well-documented and standardized Service Oriented Architecture API utilizing Web services that will be published and available for external integration. All core business logic available in CIS Infinity – e.g. from processing a meter change at an account to retrieving complex billing data – will be accessible in the published API for external access.

General availability of CIS Infinity, Version 4 will be during the latter half of 2013, with a plan to upgrade existing customers first (~25%) before releasing it to new customers.

Highlights of the **Lucity Version 7.4** software released this month include:

- Support of ESRI ArcGIS 10.1 (Desktop, Server and Mobile), improved alignment with ArcGIS for Local Government data models, and new Lucity GIS Viewer (ArcGIS Runtime)
- Inclusion of advanced analyses parameters (COF, POF, risk calculations, replacement costs) within all Lucity asset management solutions
- Enhancements to Lucity Sewer for compliance with latest NAASCO protocols, Lucity Pavement Analysis for pavement strength assessments, and Lucity Facilities for life-cycle cost analyses
- Improved record audit capabilities

The Lucity product development team is focused on the following efforts expected to be completed over the next several release cycles (Version upgrades each six (6) months, with 1-2 Service Packs per Version):

- Complete “webification” of solutions to enable SaaS deployments
- Enhancement of native Android OS applications for mobile solutions
- New permitting and code enforcement solutions
- Expansion of mobile solutions with native Windows 8 and iOS applications

On-going product development efforts include:

- Enhancement and expansion of COTS, best-of-breed solutions based on industry best management practices, regulatory requirements, technology advancements, etc.
- Integration with latest ESRI ArcGIS products, and out-of-the-box configuration to ESRI ArcGIS for Local Government data models
- Enhancement and expansion of API to facilitate interface and integration development by customers, business partners and third-parties

3. Describe unique aspects of the Vendor's solution in the marketplace.

The following are aspects of our proposed solution that we believe make Advanced the right long term partner for the Town.

Comprehensive “Commercial- of-the Shelf” Functionality

The proposed solution has unmatched functionality available standard which means Jupiter can meet its needs and more without extensive customization or the need for external spreadsheets to complete core business process functions.

Advanced's CIS Infinity Customer Management solution has been implemented at over 120 public and private utility organizations across North America, the Caribbean and Central America. It is powerful, feature-rich, utility specific, flexible software. Along with the core modules of cash processing, billing, reporting and collections that support revenue management activities, it includes many features (contact management, alerts, bill formatting) designed to allow Jupiter to provide fast, reliable service to its customers and enhance customer and employee satisfaction.

Lucity's asset, fleet and work order management solutions were specifically built around the needs of utility operations. It is a complete solution providing actionable information that leads to informed decision-making, improving your field and office operations. Over 200 utility businesses utilize Lucity's solution today.

The iNovah system combines the latest web technologies available today and over two decades of experience with the payment collection needs of government agencies to create a configurable payment system. It provides a system that can connect all collection sources (e.g., over-the-counter, self-service stations, Internet, phone, and remittance processor) with all posting systems (e.g., billing systems, receivable systems, and general ledgers) using reusable interfaces and stores all payment transactions in a single consolidated database that provides extensive revenue and statistical reporting capabilities.

Integration with industry-leading applications

Beyond our strategic partnerships, Advanced and our partners have extensive experience interfacing and integrating with many other third party applications (e.g. Geographical Information Systems (e.g. ESRI), Interactive Voice Response, etc.) which reduces initial deployment and integration time and costs.

Financial Stability and Growth with our Parent Company, Constellation Software Inc.

Our parent company, Constellation Software Inc. (CSI), is a financially successful conglomerate of vertical market software (VMS) companies, serving over 30,000 customers worldwide, each focused upon dominating its respective market niche. There are currently seven companies in the portfolio.

Recognized Implementation Excellence

Advanced strongly believes that high quality providers must not only take a role of a software provider, but one who implements the software, converts existing data, and provides training, documentation, as well as ongoing maintenance and support. This is demonstrated by our strong customer base, which includes many customers in Florida. Advanced and our partners will provide services for the proposed solution that includes Implementation, Training, Conversion, and Support & Upgrades. Our skilled services staff will work with your project team to enhance current business practices, develop methods for streamlining operations, and

ensuring that all your staff is well-trained and able to exploit the power of the proposed solution.

A Business Model based on Long-Term Relationships with our Customers

Advanced's business model is premised on the basis of maintaining long-term relationships with our customers. This focus on the customer flows throughout every aspect of our company – from sales to services to development to support.

The Advanced Advantage – Overall Benefits for Jupiter

In summary, we believe that Advanced's proposed solution is the right solution for Jupiter as we will provide:

- A fully featured, functional and configurable solution, one that is constantly evolving to meet your business needs without significant customization.
- A single point of accountability through a solution designed, implemented and supported by Advanced.
- A proven implementation methodology that ensures a successful installation.
- Ongoing support model that promotes a long-lasting relationship.
- Financial strength and stability to ensure the long-term viability of our partnership

4. Describe components of the solution that are industry standards versus being proprietary to the Vendor.

With regard to software technology, our solutions are comprised of industry-standard components. With regard to functionality the solutions are designed to support best management practices, regulatory requirements, widely adopted protocols, etc. as communicated to us through our customers, business partners and industry associations to which we maintains memberships.

5. Describe your portal strategy.

Web-based dashboards are customized within the Lucity software to deliver specific real-time content to individual End-Users (or groups of users with shared requirements). From their dashboard, users can:

- View scheduled activities, and work assignments in response to requests and emergencies
- Utilize quick links to specific reports, modules, data views and detail forms
- Review Key Performance Indicator (KPI) graphics of conditions and performance
- Utilize data drills, view asset hierarchies, and access RSS feeds
- Access an integrated Timesheet application to record time and activities

Dashboard templates are provided, and can be easily revised for custom needs using the UI Administrator application. From their dashboard a user can easily access all modules to which they are provided access, add/edit/delete records based on their assigned privileges, etc.

Additional with Infinity.Link, our proposed utility customer self-service application, the Town's customers will be able to access and update utility account related information (e.g. consumption, billing, payment history, e-bills) via a browser interface.

6. For third party products proposed that are integrated with the Vendor's solution provide the following for each product:

- a. Reason that this product is a third-party product versus being part of the software Vendor's solution,**
- b. Extent to which this third-party product is integrated with the Vendor's solution.**

Advanced's philosophy from our inception has been to provide "best-of-breed" customer information and billing systems for utilities and municipalities. By maintaining a focus on our core competency we are able to ensure we continue to provide comprehensive functionality relative to others who choose to offer a wide range of products. All our R&D funding is directed at achieving a best in class customer information and billing system. With this focus come employees who are highly knowledgeable in utility customer service processes and who bring industry best practice knowledge to each of our implementations.

4 Implementation Plan

The Vendor is to provide an implementation plan in narrative format supported by an activity-level project plan using Microsoft Project 2007 that details how the proposed solution is to be implemented. This implementation plan should include the following elements:

1. General Implementation Approach
2. Project Management Approach
3. Software & Hardware Installation Coordination
4. Data Conversion Plan
5. Report Development
6. Integrations and Interfaces
7. Training
8. Testing
9. System Documentation and Manuals
10. Disaster Recovery Plan
11. Knowledge Transfer

The Vendor should not be constrained to only include the above items in the Vendor's proposal response if the Vendor feels that additional elements may add value to the overall implementation.

The Town requests that the Vendor provide their work plan in a Microsoft Project format as part of the proposal response.

It is expected that the Vendor will lead the efforts in each of the implementation areas described below unless stated otherwise. Further details on what is to be provided as part of the Vendors proposed implementation plan are included in the following subsections.

As the Town is contemplating a Town-hosted versus Vendor-hosted solution, aspects of the proposed solution to be provided should be clearly delineated where they vary between these two approaches in the sections below.

Narrative Implementation Plan

Our implementation process is designed to deliver the best solution within the most appropriate time-frame. Flexible enough for any deployment, the methodology ensures that Advanced thoroughly identifies and integrates the Town's requirements based on your particular business objectives, required user experience and success criteria. As prime, Advanced will coordinate and manage partner resources to ensure a successful implementation of the proposed solution. The reference to "Advanced" below includes Advanced and partner implementation resources.

We closely monitor the scope of each of our projects with Project Managers reviewing their schedules and project plans on a daily basis. Our team is comprised of experts in developing clear and thorough Scopes of Work as well as in-depth project plans.

Our implementation approach consists of ten key phases:

- Project Initiation
- Discovery Analysis
- Specification and Interface/Modification Delivery
- Configuration and Conversion Training
- Core Team Training
- Software Testing
- Go/No Go Criteria
- End User Training
- Transition to Live
- Post Go Live

Our staff will work both on-site and through remote access to the Town's system. Staff is onsite at key points in the implementation based on a schedule approved by the client, usually for 4-5 days at a time. During those visits, our staff would work closely with the staff at the Town to perform activities specific to completion of milestones identified in the project schedule.

Please note that we are proposing to implement CIS Infinity as a Client-hosted solution for the Town.

Phase 1 – Project Initiation

Contract Management

Advanced will assign a Project Manager for the management of the Scope of Work for the implementation of CIS Infinity and our partner solutions. The Project Manager will meet with the Town's Project Manager and staff to discuss the Scope of Work and define the steps to be taken to perform the work. Project objectives will be discussed and agreed upon. The Town's Project Manager will approve all deliverables and associated invoices for the implementation as well as providing oversight and guidance so completion of the task order meets goals and budgets.

Project Planning

The Advanced Project Manager will be onsite for a kick-off meeting to introduce their implementation team and organize and present all information required to start the project.

The Advanced Project Manager will address the following areas:

- Project Plan creation and acceptance.
- Software Installation, Installation Training and Installation Report.

- Course Syllabus for Core Team, Technical Team, and End User Training (part of the Training Plan).
- Identify the Project Team Contact List

Several project planning documents are developed as a part of this effort, including: as mentioned, the Project Plan as well as the Risk Plan, Conversion Plan, Test Plan, Training Plan, Communication Plan, and Change Order Plan. The Project Plan includes a definition of project requirements; an implementation strategy; and the project schedule - including milestones, internal deliverable dates that may affect milestones (integration and third party deliverables for example), and schedule dependencies.

Installation

While Advanced is responsible for the complete and correct installation of the proposed solution, Advanced also ensures that the Town's technical team is proficient at installing the system. Advanced trains the Town's technical team on all aspects of the installation, including installing CIS Infinity on the server, loading data, and installing the CIS Infinity client on individual workstations.

Advanced experts will review the software operating requirements, hardware configuration and requirements, processing speed and capacity to ensure an effective connection between the server hardware platform and client desktop components.

Phase 1 Deliverables

- Project Plan and schedule
- Risk Plan
- Conversion Plan
- Test Plan
- Training Plan
- Communication Plan
- Change Management Plan.
- Software Installation
- Installation Training
- Installation Report
- Issue Tracking Training
- Entity Relationship Diagram

Phase 1 Requirements

- Scope of Work
- Project Team Contact list
- Project Requirements
- Success Criteria

- Access to system experts and data specialists.
- Access to process experts
- Information on Town's work processes
- Availability of technical team
- Exclusive access to servers during installation.

Phase 2 – Discovery Analysis/Product Walkthroughs

The purpose of the Discovery Analysis Phase is to gather detailed business rules and operational information from the Town and to provide a starting point for system configuration of the software. This analysis will provide an association between the Town's business practices and how the software is configured. The intent in implementing the proposed solution is to take a best practices approach, and use the system as it is designed.

The Discovery Analysis Phase also covers the analysis and specification definition for interfaces and modifications.

The workshops will look at the functional, technical, and data conversion areas of the system and set the basis for how Advanced will configure, modify, integrate and convert all of the required business functions, business logic and data conversion activities in the system.

Discovery Analysis will be led, onsite, by Advanced and broken out into functional and technical workshops.

Advanced will create a Discovery Document that will detail all key functional areas of the system.

Data Conversion Discovery Plan

Advanced will work with the Town to determine how to convert the existing legacy data. A full explanation of the process and definition of standard data validation parameters, as well as any site specific data validation parameters will be reviewed and adopted. Data validation criteria, as well as a data map, is presented and reviewed jointly by Advanced and the Town. The Data Conversion Discovery Plan will include the data mapping document and data validation parameters. These will be used to ensure data validation metrics are in place.

Modifications and Interfaces Strategy Document

Advanced will work with the Town to review all of the required interfaces and modifications to be programmed or configured. Advanced will review the specification process and map out the timeline required to complete the specifications process, code, Q/A, deploy, and test all of these required interfaces and modifications.

Phase 2 Deliverables

- Functional Discovery Analysis Workshop Agendas
- Technical Discovery Analysis Workshop Agendas

- Data Conversion Discovery Plan
- Modifications and Interfaces Strategy Document
- Discovery Document.

Phase 3 - Specification and Interface/Modification Delivery

After the approval of the Interface and Modification Strategy Document, Advanced will build upon the functional and technical workshops and produce a Functional Specification Document and Technical Specification Document for review and acceptance by the Town.

Each specification will outline the following:

- Document Overview
- Revision History
- Functional/Technical Summary (as appropriate)
- Process Overview
- Functional/Technical Enhancement (as appropriate)
- Impact to System Operation
- Questions

After specifications are approved, the Advanced development team will code, test, and deliver the interfaces and modifications.

Phase 3 Deliverables

- Functional Specification Document
- Technical Specification Document

Phase 4 - Configuration and Conversion

Advanced will configure the software to reflect the Town's business processes. The information gathered from the Discovery workshops will assist with initial efforts. Once installed and throughout the implementation, your Advanced Technical Team will make modifications to the initial configuration based on testing results.

As your system administrator becomes more familiar with the product, which is accomplished throughout the implementation phase, they will be better positioned in the post live to modify configuration as required.

The Town will provide a data extract to Advanced that will be loaded into the database at the offsite Advanced development environment. Advanced will convert the Town's data and will develop a conversion routine to reflect the requirements of the Town.

The Advanced Conversion Specialist will prepare the data conversion to load onsite and deliver a completed Initial Data Conversion Load with all of the data validation parameters.

Advanced will install the Initial Data Conversion Load at the Town and conduct a series of onsite rollouts, as required, to ensure the data conversion and configuration is correct.

Advanced will produce Conversion and Configuration Functional Test Scripts for

confirming the look and feel of the data. Conversion and Configuration System Test Scripts will be provided to ensure system functions such as manual meter reading, billing and cash are operating properly. The Town will provide results (pass/fail) from testing. Any deficiencies found during this rollout process will be documented by the Town and provided to Advanced. Advanced is responsible for fully testing and correcting any deficiencies found during each rollout.

The final build released during the Configuration and Conversion Phase will be the baseline for system testing. Advanced will maintain baseline control and data validation for all build releases. This includes any development work the Town refactors due to testing.

The deliverables for each Mock Go-Live are the same: a Percent Complete Report for the converted legacy data, an updated Audit plan for verification of converted data, and an updated Conversion Cutover Plan with a set of timing benchmarks.

Phase 4 Deliverables

- Configuration Checklist
- Initial Data Conversion Load
- Conversion and Configuration Functional Test Scripts
- Conversion and Configuration System Test Scripts
- Data Validation Parameters
- Mock Go-Lives

Phase 5 - Core Team Training

The Town's core functional and core technical teams will be trained by Advanced to use the software prior to starting system testing. Core Team Training consists of an introduction to all of the functionality that applies to the Town's business processes.

During training, The Town and Advanced will also document any process gaps, system bugs, set up, conversion and process flow deficiencies. These items are then assigned to and resolved by the Advanced implementation team.

Phase 5 Deliverables

- Core Team Training Plan.
- Deliver Core Team/System Administration Training classes
- Deliver Technical Training classes.

Phase 5 Requirements

- Town Core Team participation in development of End User Training materials, if applicable.

Phase 6 - Software Testing

There will be three phases in the overall testing approach: Functional Testing, Integrated Testing Cycle (ITC) and User Acceptance Testing (UAT). There will be test scripts written for each of these phases. Test script creation will be led by Advanced but script validation

will be completed by the Towns staff to ensure that the test scripts are testing for their needs. The test scripts will be driven by the business process flows that are documented during the Discovery process.

1. Functional Testing

Functional testing will utilize testing scripts to confirm that the data conversion and basic functions in the system are working as expected.

2. Integrated Testing Cycle (ITC)

ITC will utilize generic testing scripts and system scenarios to confirm that the data conversion and system processes are functioning as expected. ITC is broken down into two sub phases.

- ITC 1 is intended to exercise full scale testing of the system.
- ITC2 emulates the same process with a refreshed data conversion set and any configuration changes that have been made to the system.

3. User Acceptance Testing (UAT)

The final testing is UAT and starts with a code freeze. Only critical path item changes will be altered during this phase as agreed upon by both parties after analyzing the risk of introducing these changes. Once complete, the UAT constitutes acceptance of the system to be ready for Go Live. In combination with staff training readiness and organization readiness, the UAT and its acceptance help to drive the Go/No Go criteria that lock down the live date of the software.

Phase 6 Deliverables

- Functional, Integration, and User Acceptance Test Scripts.
- On site assistance with all phases of testing.
- Modified Configuration based on test results
- Modified Conversion based on test results.

Phase 6 Requirements

- Town Core Team participation in all test phases
- Town reporting of any issues during the test phases.

Phase 7 - Go/No Go Criteria

Advanced will initiate a process of gauging system readiness that will be measured using jointly defined Go/No Go Criteria by Advanced and the Town to determine if the software is ready for use in a production environment. The criteria will be agreed to by the Town's Steering Committee and Advanced will document this in the Go/No Go Criteria List.

A contingency plan will be developed and reviewed with the Town.

Phase 7 Deliverables

- Go/No Go Criteria List

- Final Release Data Conversion Load
- Contingency Plan

Phase 8 – End User Training

Once the Core Team is trained and the functional and integration testing is complete, the End User training will begin. End users are trained according to their job requirements.

Learners are instructed in small groups (usually a maximum of eight learners) using a step by step procedural approach. By practicing their day to day tasks using the Town's own data, users become comfortable with the system before they are expected to use it in a production environment.

Phase Five Deliverables

- End User Training Plan
- Deliver Train the Trainer Training classes
- Deliver Technical Training classes.

Phase 9 - Transition to Live

The Advanced Project Manager will develop a Cutover Plan that details the steps and responsibilities for Advanced and the Town to transition to the Town's production (live) environment.

The transition to live will have a new data conversion in which the data validation parameters will all be approved by the Town's and the Advanced Project Manager.

Phase 9 Deliverable

- Cutover Plan

Phase 9 Requirements

- Provide detailed steps and communications of when data extract is obtained and data conversion is returned.
- Provide ordered steps for ensuring balancing of the system.
- Delineate whether a test system is refreshed at the same time as production for any required process testing.
- Execute post cutover test plan and checklist.
- Indicate when the system will be turned over to end user staff.
- Have a communication plan embedded into it.
- Will hold updating functions with Advanced staff until system processing is in balance.
- Provide a formal release that the system has been handed to the Town in full balance.
- Will release updating capability to the Town

Phase 10 - Post Go Live

Advanced will assist the Town throughout the post live implementation phase to identify and respond to any needs and concerns. During the Post Go Live period, Advanced will supply a combination of onsite, remote, and WebEx online support to ensure a smooth transition to support.

Phase 10 Requirements

- Weekly PM and technical staff meetings to review all high priority items.
- Combination of onsite and remote customer support.
- Scheduling of delivery of remaining service.
- Full transition to support Audit (internal to Advanced).
- Joint formal sign-off on system Acceptance Criteria developed between Advanced and Town
- Introduction and transition to Support.

Microsoft Project Plan

This plan includes key phases, activities, tasks, milestones and deliverables. The proposed timeline is based on our experience with organizations that are of similar size and scope to the Town.

Dates are for illustrative purposes only. Advanced would work with the Town to create a mutually agreed upon timeframe and finalize a project plan.



CIS Infinity Project
Plan AUG142012 - Ju



CIS Infinity Pro
Forma Project Plan -

4.1 General Implementation Approach

Provide a general overview of the implementation approach you plan to use for the Town that includes addressing the following items:

1. Describe how you transition from the sales cycle to the implementation phase of the project.

The transition begins during the sales cycle. Our services team is involved in implementation discussions during the sales cycle and is also involved in the scope of work development. Additionally, a transition meeting is held both internally and with the customer to ensure a smooth transition from sales to services.

2. Describe key differentiators of the approach as it relates to implementing a solution on time, within budget and with the ability to meet the needs of a diverse client like the Town.

Advanced believes that a thorough project baseline scope ensures that both parties are aware of all deliverables related to the implementation of a new system. This baseline scope is defined during contract negotiations and once the final contract is signed, is transitioned to the Advanced Project Manager in order to develop and maintain the list of project deliverables that will be monitored very closely throughout the life of the project.

In addition, as a part of our Scope Management Plan the Advanced Project Manager is responsible for building a precise project plan that is loaded with their best estimate for the right number of vendor and client resources as well as the right amount of hours for each main task and sub-task and all milestones. This document acts as an important support to the scope in assisting the Advanced Project Manager in tracking the progress of the implementation and the optimization of resource utilization. The Advanced Project Manager works with the client to fully understand their timeline and budget requirements and ensures this is reflected in the final project plan. Thus the Advanced Project Manager has a tremendously accurate picture of exactly what needs to occur and when. If there is any variance between implementation activities and the scope and project plan the Advanced Project Manager will know immediately.

Any variance will be determined by the Advanced Project Manager who will proactively manage the project through weekly communication and on-site meetings with the client's Project Manager and Core Team. Through this frequent communication the Advanced Project Manager will be well informed as to the status of the project. If and when a change is identified the Advanced Project Manager will take immediate corrective or preventative action to keep the implementation on track.

The Advanced Project Manager will review the project schedule on a weekly basis focusing on meeting milestones in the short-term. They will also be forward looking

to the tasks ahead using a rolling 90 day forecast and evaluating what-if scenarios in order to preemptively handle any potential changes to the baseline scope. By working to meet short-term and longer-term deadlines the project overall will in turn be completed on time.

Maintaining the cost baseline is closely associated with keeping the project on schedule. Hours and their associated costs are tied to specific tasks within the Project Plan. When deadlines are met within the hours allotted this ensures that costs are controlled and in line with the budget. The Advanced Project Manager takes great care in keeping the implementation on budget. The budget is reviewed on a monthly basis using a software budgeting tool that indicates where we should be and how much should have been expended at any given point in time.

As well, we have a strong record of developing and finalizing very thorough Scopes of Work. This leads to a minimization of change orders that helps us to adhere to the budget.

3. Describe how you conclude on a preferred implementation phasing of software modules.

Advanced will work with the Town to determine implementation phasing based on Town specific priorities and resourcing. As an initial assessment, we would recommend that the Town implement CIS and Central Cashiering solutions concurrently. As the CIS implementation timeframe is longer, we would kickoff CIS first followed by Central Cashiering to allow for concurrent Go-Lives. Once Live on CIS and Central Cashiering we would then kickoff the Asset and Work Management solutions.

Our implementation phasing is flexible and will require further discussion with the Town to understand Town priorities.

4. Describe your approach towards running parallel systems for a period of time.

Testing of the system is an essential aspect of going live on a new system. Testing protocols enable users to understand the software and its capabilities. Our current users have identified that testing has aided them in facing the transition to a new system with ease and confidence.

After training on several processes, staff will be ready to start a soft parallel on the system – this is defined as performing identified processes on both systems – allowing the monitoring of processes on the new solution compared to the Town’s current system. During parallel testing, all functions are run simultaneously on the both systems. The resulting comparison between the output from the current system and the new software ensures that the new system is performing accurately and calculating properly.

The Town’s staff will be asked to complete a series of Parallel Worksheets that support the staff to work through the more complex processes involved in paralleling. The Town will need to provide Advanced with the information

gathered in order to adjust training and set up if necessary. These worksheets are integrated with the training process to provide staff with full documentation to refer to during parallel.

Any unique tools, techniques or methods that you use should be described in this section.

4.2 Project Management Approach

The Town expects the Vendor to provide project management resources leading to the successful deployment of the system. This project manager will work as a team member with the Town's project management office ("PMO"). It is expected that this project manager will be "on the ground" as appropriate to team with the Town PMO. This project manager can be an employee of the Vendor or a partner of the Vendor. In either case, the costs for the project manager should be clearly denoted in the pricing section of this RFP.

As part of any significant engagement, the Town employs a project management approach that is based on the Project Management Institute's project management body of knowledge (PMBOK). The Town would expect responding Vendors to adhere to such standards as part of the project.

Provide an overall description of the Vendor project management approach towards this type of engagement and projected timing for major phases.

Provide a high-level work plan for achieving the successful deployment of your proposed system.

Approach

At the core of our methodology are a set of principles and best practices that are industry-recognized within the Project Management profession. Our methods and documentation are all informed by the Project Management Body of Knowledge (PMBOK).

The PMBOK method serves as a point of reference and overall guideline informing how we manage and execute a project.

These concepts are integrated into our project right from the beginning. Before the project starts Advanced will work with the Town to create a thorough Project Charter that clearly defines what is in scope. It outlines every aspect of the project including timelines, budget, interfaces, modifications, roles & responsibilities, implementation approach, deliverables, etc. This document is the guiding force by which the Advanced Project Manager will execute the project. This document is crucial in ensuring that all stakeholders clearly understand what steps are required for a successful implementation and the timeline that is allotted for completion.

During the Project Initiation & Planning phase of the implementation a kickoff meeting will be conducted on-site. During this initial project meeting the Advanced Project Manager and Implementation Specialists, on site at the Town, will interview all relevant departments. Based on those interviews, a Discovery Agenda will be established. As well, the final first

drafts of the Project Plan and Project Planning documents will be developed. These are the critical first steps that will drive the project.

The Project Plan will be completed in Microsoft Project, be very detailed with respect to task descriptions and show resource time commitments. It will also incorporate all key milestones. This is a cornerstone in Advanced's method for monitoring the scheduling and budgeting adherence of the project.

Supporting the Project Plan are subset plans that include a Change Order Plan, Communication Plan, Conversion Plan and Test Plan. These are important in providing additional details about and further defining for the client the processes involved for successful project completion.

Added to the PMBOK method described above however, is the belief that every utility is unique. Therefore, our methodology ensures that we thoroughly identify and integrate your specific requirements into the implementation project based on:

- your business objectives
- your user experience
- your success criteria

We accomplish this through the Discovery process. This process involves a series of workshops whereby Advanced gathers detailed business rules and operational information from the client that provides a starting point for system configuration. Discovery workshops enable the client to determine their new, best practice business processes.

The primary outcome of these discussions is the Discovery document that will serve as the central repository for all findings in the discovery process. This will also provide an initial association between the client's business practices and the required configurations. Consequently, the discovery document will be referred to throughout the life of the implementation project.

Through the Discovery phase of the project, the discovery document will be used to track both verbal and written information, and serve as the central map to other critical utility information.

What sets our methodology apart is that it has been proven in several hundred implementation projects including those similar to Advanced and is anchored by principles backed by academic research.

This methodology in turn is delivered by qualified and experienced Project Managers that have backgrounds in the utility, software, municipal government or other notable fields.

In addition, our business focus is solely on utilities so everything we do from the Project Plan to software configuration is completed based on the decades of experience we have gained from working with hundreds of other utilities. All parts of our Project Management methodology are in line with the way you do business and will ultimately provide the Town with a new set of best business practices that were gleaned from all the other utility clients we have ever worked with.

We closely monitor the scope of each of our projects with Project Managers reviewing their schedules and project plans on a weekly basis. Our team is comprised of experts in developing clear and thorough Scopes of Work as well as in-depth project plans. Therefore, all tasks that need to be accomplished and their respective deadlines are easily tracked by our Project Managers. Our Project Managers are tasked with always looking 90 days ahead in their schedules to mitigate any risks or potential issues far ahead of time.

Our Project Managers also do extensive research on how best to schedule and resource an implementation project. Project Managers are involved in the RFP process with respect to Project Plans and Staffing Matrices so they have background information about clients early on and have an idea of resourcing requirements well before a project starts. They also gather important details during the Discovery process. New plans are also compared to previous plans to identify where efficiencies can be gained. This wealth of information is applied to all scheduling documents.

We also keep the implementation process as transparent as possible. We conduct Weekly Core Team Meetings, Monthly Project Status Reviews, Weekly Risk Management Plan Reviews and Quarterly Sponsor Reviews. Clients are never left in the dark about project status and all issues are dealt with expeditiously due to the frequency of communication.

In addition, to verify the scope, we have a formal acceptance procedure. Upon completion of a deliverable, the Town shall have the right to review the Deliverables provided by Advanced under the Project Charter/Scope of Work. This aids in keeping milestones on track as well as verifying everything has been completed correctly.

Finally, we do not abandon our clients after go-live. We are present and on-site in the post live period to ensure that all outstanding issues are addressed and to ensure that the transition to the new CIS system is seamless. Our commitment to client support and training means that we do not leave until your staff has everything they need to do their jobs.

The Project Manager that would oversee the Town's project would be a team member of Advanced and would be on-site as needed in support of the project. Other main staff resources will be on-site as required to ensure that there is good knowledge transfer between the Town and the proposed solution team.

High-Level Work Plan – Phase 1 – CIS Infinity

Project Start-Up (Wed 1/2/13 - Fri 2/1/13)

Milestone	Advanced Team	Jupiter Team
-----------	---------------	--------------

Milestone	Advanced Team	Jupiter Team
Project Pre-Planning Project Team assembled. Agenda for Kickoff Meeting identified and approved by both teams prior to beginning the project. A project schedule will be determined by both project managers. Confirm Hardware Delivery for servers and clients using CIS Infinity. Internal development of first draft of Project Planning documents. A Core Team Training agenda will be provided. Internal Kickoff meetings with Advanced Project Team will be conducted.	Project Manager App Con Tech Lead	Project Manager
Project Planning A kickoff meeting will be conducted on site. During this initial project meeting the Advanced Utility Systems Project Manager and Implementation Specialists, on site at the Town, will interview all related departments. Based on those interviews, a Discovery Agenda will be established. The final first drafts of the Project Plan and Project Planning documents will be developed. These are the critical first steps that will drive the project.	Project Manager App Con Tech Lead	Project Manager Core Team Technical Team

Milestone	Advanced Team	Jupiter Team
Install The install of CIS Infinity will take place on site over four days. Several deliverables to be provided at the end of install: Installation Report, Installation Verification Report, and a Technical Architecture Diagram. Installation of CIS Infinity on the application server and data on the data server. Client install on all users accessing CIS Infinity. Exclusive access to the server is necessary and technical staff to work closely with Advanced installers. Sign off will be required on all training once complete. **All necessary hardware and software to be in place and tested on network prior to installation.	Project Manager Installer, DBA	Project Manager Technical Team

Design (Fri 2/1/13 - Fri 5/3/13)

Milestone	Advanced Team	Jupiter Team
-----------	---------------	--------------

Milestone	Advanced Team	Jupiter Team
Discovery After Core Team Training, there will be four weeks of on-site Discovery Workshops. These workshops will be conducted by the Advanced Application consultant and will cover all relevant pieces of CIS Infinity functionality. One off the Discovery weeks will specifically focus on requirements for Interfaces and Modifications. The deliverables from this Discovery process will be a Discovery Document containing an overview of the Town's business processes within Infinity and an Interface and Modification Strategy Document. As a final deliverable of this phase, the Advanced and the Town's project managers will develop and agree on a list of Go/No-Go criteria for go-live at the end of the project.	Project Manager App Con Technical Lead	Project Manager Core Team
Configuration The initial configuration of the Town's system on the Advanced servers will start after the third week of Discovery (the last week of the base system Discovery). The initial configuration will be delivered with the initial Rollout listed in the above Conversion section. This will be done by the Advanced Technical lead, with questions and answers being sent to the Core Team as necessary.	Project Manager Technical Lead	Project Manager Core Team

Milestone	Advanced Team	Jupiter Team
Interfaces and Modifications After the approval of the Interface and Modification Strategy Document, the Development team will begin developing the Functional Specifications for the Town to approve. After approving those specifications, Development will code, test, and deliver the interfaces and modifications. End User Documentation and Test Scripts will also be developed and delivered for review by the Core Team. Those test and documents will be used in the Testing section below (Integration Test).	Project Manager Development	Project Manager Core Team Technical Team

Conversion (Thu 1/24/13 - Thu 3/28/13)

Milestone	Advanced Team	Jupiter Team
Develop Conversion Plans The Data Conversion Specialist from Advanced will develop an initial draft of the Conversion Plan, including the audit plan to verify the data. From that, an initial draft of the Conversion Cutover Plan will also be developed. An initial extract of legacy data will be provided by the Town's Technical Team for an assessment by the Advanced Data Conversion Specialist. A Data Mapping Document from the legacy system to CIS Infinity will be created based on that assessment.	Project Manager Data Conversion Specialist	Project Manager Technical Team

Milestone	Advanced Team	Jupiter Team
Data Conversion Workshop An on-site Conversion Data Workshop will be conducted over three days. This workshop will consist of a review of the Data Mapping Document. There are several deliverables as outputs of the Data Conversion Workshop: Legacy Clean-up List, Baseline Account List (to be used for Conversion verification and testing), and a modified Conversion Plan based on the data gathered in the Workshop.	Project Manager Data Conversion Specialist	Project Manager Technical Team Core Team
System Configuration Continues Configuration activities on-going based on testing results.	Project Manager Technical Team Testing Team	Project Manager Technical Staff

Milestone	Advanced Team	Jupiter Team
Data Mapping (Conversion Programming) Updates to the Data Mapping Document will be done and an updated document delivered based on information gathered in the Data Conversion Workshop. Based on the updated Data Mapping document, conversion programming will commence. After three weeks of programming at the Advanced home office, another on-site Data Conversion Workshop will be conducted. At this time the Town's team will be able to view a large portion of their data within CIS Infinity (on an Advanced system, not yet delivered and loaded on the Town's server). More improvements and further clarification of data conversion items will be gathered. An additional week of conversion programming will be done based on the data from the second workshop, and an updated Conversion Cutover Plan will be provided.	Project Manager Data Conversion Specialist	Project Manager Technical Team Core Team

Milestone	Advanced Team	Jupiter Team
Rollout (Cut 1) After conversion mapping and programming, a one-week rollout of the initial Data Conversion on-site (Cut 1). The converted legacy data will be loaded onto the Town's server, with several environments created for testing, training, etc. Several deliverables will be provided as a result of the on-site rollout: a Percent Complete Report for the converted legacy data, an updated Audit plan for verification of converted data, and an updated Conversion Cutover Plan with the initial set of timing benchmarks. "Cut 1" is the first Mock Go Live; this is the first time running through the ultimate conversion go-live process.	Project Manager Technical Lead	Project Manager Technical Team

Core Team Training (Mon 2/4/13 - Fri 4/26/13)

Milestone	Advanced Team	Jupiter Team
Core Team Training Core Team Training consists of an introduction to all of the functionality within the CIS Infinity system that applies to the Town's business processes. A general list of topics covered include: Overview / Daily Process, Cash, Collections, Billing, Inventory, Service Orders, Reports, System Administration, Security Classroom training will ensure the basics of system operation are provided, and that system features are presented and understood. Sign off will be required on all training once complete.	Project Manager Trainer	Project Manager Core Team

Testing (Fri 5/3/13 - Fri 11/8/13)

Milestone	Advanced Team	Jupiter Team
Functional Test Planning The first three weeks of Functional Test will be development of the Functional Test Plan and Functional Test Scripts by the Advanced Application Consultant. Upon delivery and acceptance of those deliverables, Functional Testing begins.	Project Manager App Con Technical Lead	Project Manager
Functional Test Planning Functional Testing tests the base functionality of the Infinity system via the Town's business processes as described in the Discovery Document. Functional Testing is modular – the Town's Core Team will test each individual module (e.g., New Services) rather than End-to-End Testing. There will be Functional Testing support from the Application Consultant (both on-site and remote) and corrections to configuration and code being provided by the Technical Lead and Development.	Project Manager App Con Technical Lead	Project Manager Core Team
Rollout (Cut 2) After completion of Functional Testing, part of test is concluded with the second Rollout of conversion and configuration. The deliverables associated with this Rollout (Cut 2) will be the same as with Cut 1: a Percent Complete Report for the converted legacy data, an updated Audit plan for verification of converted data, and an updated Conversion Cutover Plan with the second set of timing benchmarks. "Cut 2" is the second Mock Go Live.	Project Manager Technical Lead	Project Manager Technical Team

Milestone	Advanced Team	Jupiter Team
Integration Test Planning Development of the Integration Test Plan and Test Scripts that need to be developed by the client. The Town's Core Team will use the Functional Test Scripts to develop their End-to-End Test Scripts before the execution of Integration Test.	Project Manager App Con	Project Manager Core Team
Integration Test Cycle 1 Integration Test is executed by the Town's Core Team and Technical Team with support from the Advanced Application Consultant and Technical Lead. Integration Test is End-to-End Testing with all modules, reports, interfaces, and modifications.	Project Manager App Con Technical Lead	Project Manager Core Team Technical Team
Rollout (Cut 3) After completion of Integration Testing Cycle 1, the second Rollout of conversion and configuration. The deliverables associated with this Rollout (Cut 3) will be the same as with Cut 1: a Percent Complete Report for the converted legacy data, an updated Audit plan for verification of converted data, and an updated Conversion Cutover Plan with the third set of timing benchmarks. "Cut 3" is the third Mock Go Live.	Project Manager Technical Lead	Project Manager Technical Team

Milestone	Advanced Team	Jupiter Team
Integration Test Cycle 2 Integration Test Cycle 1 will include several changes and corrections to configuration, conversion, and code. Integration Test Cycle 2 is intended to re-execute a subset of the Cycle 1 scripts to ensure that none of the changes have impacted other areas of the system negatively. Integration Test Cycle 2 is executed by the Town's Core Team with support from the Advanced Application Consultant and Technical Lead.	Project Manager App Con Technical Lead	Project Manager Core Team Technical Team
Rollout (Cut 4) After completion of Integration Test Cycle 2, this part of test is concluded with the fourth Rollout of conversion and configuration. The deliverables associated with this Rollout (Cut 4) will be the same as with Cut 1: a Percent Complete Report for the converted legacy data, an updated Audit plan for verification of converted data, and an updated Conversion Cutover Plan with the fourth set of timing benchmarks. "Cut 4" is the fourth Mock Go Live.	Project Manager Technical Lead	Project Manager Technical Team

Milestone	Advanced Team	Jupiter Team
User Acceptance Testing After Cut 4, there is a code freeze before the final set of testing (User Acceptance Test). The teams will work together to develop a User Acceptance Test Plan and Strategy and select the Integration Test Scripts that will be used for the final User Acceptance Test. User Acceptance Test is four weeks in duration. It is executed by the Town's Core Team with support from the Advanced Application Consultant and Technical Lead. No corrections should happen during this phase unless they are critical in nature and agreed upon with risks addressed by both parties.	Technical Team Conversion Team	Project Manager Technical Staff

End User Training (Thu 6/6/13 - Mon 8/5/13)

Milestone	Advanced Team	Jupiter Team
End User Training Prep Development of the End User Training Plan and time for Trainer Prep on the Town's business processes.	Project Manager Trainers	Project Manager Core Team
End User Training After Trainer Preparation, any customization of the Training Materials provided by Advanced will be completed by the Town's Core Team. These materials can be updated to the degree the Town determines is appropriate for their users, based on their experience in Functional and Integration Test Cycle 1.	Project Manager Trainers	Project Manager Core Team End Users

Go-Live and Post Go-Live (Fri 11/8/13 - Tue 12/31/13)

Milestone	Advanced Team	Jupiter Team
Go-Live Planning Finalizing Go-Live Planning and making the Go/No-Go Decision for Go Live. Includes the following deliverables: Go/No-Go Criteria, Organizational Readiness, Cutover Plan, Post Go-Live and Transitional Support Plan. There is a buffer between the Go/No-Go Decision and the Go-Live deployment to allow time for finishing any lingering deliverables, training, etc.	Project Manager App Con Technical Lead	Project Manager Core Team Technical Team
Go-Live A final data conversion will be run as the first part of Go-Live. A final legacy extract, run the conversion programs, execute any post-go-live clean up items, and validation of the data to ensure that the Production system is ready for deployment. Final Balance will be achieved and sign off of balance obtained. Final check of all control files and clearing of temporary files from testing will be cleared. A down day will ensure that final checks are in place prior to moving to the LIVE on the system. Trainers/Implementation experts available for one-to-one updates and monitoring. Four weeks after the go-live conversion and Production is opened for business at the Town, there is a Go-Live Acceptance Sign-Off.	Project Manager App Con Technical Lead	Project Manager Core Team Technical Team

Milestone	Advanced Team	Jupiter Team
Post Go-Live A post-live strategy will be developed during the project. This will include any outstanding implementation issues. This will also include post-live training (technical and functional) as necessary. Advanced Utility Systems will re-visit and be on site for the first billing with a Trainer and Implementation Specialist to ensure a smooth transition. The Project Managers from both teams will monitor post live activities through the warranty period to ensure that all outstanding issues are addresses and to ensure that the transition to the new billing system runs smoothly.	Project Manager App Con Technical Lead	Project Manager Core Team Technical Team

High Level Project Schedule – iNovah

Task Name	Effort (business days)	Resource
iNovah Version 2 Installation High Level Project Plan	59 days	
Project Preparation	6 days	
Confirm Schedule: Conference call to establish project timeline with a definitive start date and an anticipated cutover date	1 day	SI & Client
Identify Resources & Availability: Identify the key participants along their availability and any non-work days such as holidays and office closures	2 days	SI & Client
Confirm VPN Access: Work with client's security team to configure and test VPN access and the ability to get to any servers and workstations used for development and testing	3 days	SI & Client
Review iNovah Hardware and Software Requirements: Confirm client checklist is complete and accurate and all servers, databases, and workstations used in development and testing conform to the iNovah Version 2 requirements	1 day	SI & Client
Development & Installation	30 days	

Task Name	Effort (business days)	Resource
Database Conversion: Convert the test and development payment data and configuration data to version 2 format using database conversion scripts. Convert from SQL Server 2000 to SQL Server 2005 if necessary.	7 days	SI & Client
Base Product Installation: Install the Base iNovah Version 2 product on the test and development servers. Install a test and development iNovah Cashier workstations. Test core features to ensure base system is fully operational: cashiering, batch management, queries, reporting, configuration, deployment.	4 days	SI & Client
Custom Development: Custom business logic. As defined as a part of the high level project scope and onsite assessment.	14 days	SI
Development Test: Test all aspects of iNovah Version 2 to ensure behavior is accurate. Test all custom business logic and integrations to ensure expected results.	5 days	SI
iNovah V2 Overview / Unit Testing (ONSITE)	5 day	
iNovah V2 – System Administration Overview: <i>Introductions and overview of new features</i> <i>Using new and changed features of cashier</i> <i>User preferences</i> <i>Payment searches</i> <i>Allocation fast entry</i> <i>XML Imports</i> <i>Tender Pickups</i> <i>Using new and changed features of web application</i> <i>Query – transaction details screen features</i> <i>Query – new Find functionality</i> <i>Web Adjustment Module for transaction adjustments</i> <i>Reports – new Recent and Favorites tabs</i> <i>Reports – new report viewer</i> <i>Batch Management – new details screen and reporting</i> <i>New features: cashier status, broadcast messaging, quick payment entry, merge offline data, update services statistics, and more...</i> <i>Questions and Answers</i> Unit Testing, Defect Coding, and Development of UAT Test Plan: <i>Test all aspects of iNovah Version 2 to ensure behavior is accurate.</i>	5 days	SI & Client

Task Name	Effort (business days)	Resource
<i>Test all custom business logic and integrations to ensure expected results. Test in parallel with Version 1 to ensure expected results are identical. Unit testing includes the peripheral hardware.</i>		
Client Testing	10 days	
Testing – Base iNovah: Test all features for the core iNovah product to ensure behavior mimics results from same Version 1 parallel testing where applicable	2 days	Client
Testing – Integrations: Test all integration points to ensure behavior mimics results from same Version 1 parallel testing	5 days	Client
Testing – Customizations: Test all custom business logic to ensure behavior mimics results from same Version 1 parallel testing	3 days	Client
End User Training (ONSITE)	4 days	
End User Training: Classroom training for cashiers and cashier supervisors. Includes iNovah Cashier, iNovah web functions, and peripheral hardware.	4 days	Client
Production Implementation	4 days	
Database Conversion: Convert the production payment data and configuration data to version 2 format using database conversion scripts.	1 day	SI & Client
Customized Client Product Installation: Install the fully customized iNovah Version 2 product on the production server. Install the iNovah Cashier on all production workstations. Test core features to ensure base system is fully operational: cashiering, batch management, queries, reporting, configuration, deployment.	1 day	SI & Client
Go Live	1 day	SI & Client
Remote Support (Standard Support Hours)	1 day	SI
Project Completion		

4.3 Hardware, Software & Storage Design & Installation Consulting

The Town usually installs the required hardware and communications equipment for applications. We are open to other proposals to accomplish a successful deployment. The Vendor is expected to specify, furnish, deliver, install and support all application and system software that may include preinstalling or equipment staging. What do you propose for the most effective deployment of hardware, communications and related equipment?

Additionally, the Town expects the selected Vendor to conduct a test of the system backup and recovery solution prior to go-live.

As part of the project initiation phase, the Advanced technical team will have discussions with the Town to confirm hardware and communication requirements so that the Town can prepare the environment for the installation of the software by Advanced. Discussions will include timing of installation, hardware specifications, remote access requirements, number of environments (e.g. production, test), client installation requirements etc. Advanced also ensures that the Town's technical team is proficient at installing the system.

As part of the testing phase Advanced will include testing for backup/recovery provided that the Town has the hardware in place to perform such testing during the testing phase of the project.

4.4 Data Conversion Plan

It is anticipated that data conversion will occur when migrating to the new application. The Vendor is expected to assist the Town in the conversion of both electronic and manual data to the new system. It is expected that the Town will be responsible for data extraction from current systems and data scrubbing and data pre-processing and that the Vendor will be responsible for overall data conversion coordination, definition of file layouts, and data import and validation into the new system. Please provide pricing for data conversions in the associated Microsoft Excel pricing spreadsheet.

1. Describe your general approach towards data conversion and how you would work with the Town to conclude on what should be converted.

The data extraction phase begins with the Town extracting the existing billing system data into a SQL database. This, along with detailed file layouts provides Advanced with the foundation for the new database.

Advanced utilizes a three-staged conversion process that uses a combination of manual and automated procedures to accomplish a unique set of objectives within each stage of the conversion process.

Stage I: Pre-Conversion Activities

The data clean-up activities, which are a part of the Stage I pre-conversion process, are primarily manual but can be supported by a series of automated processes which help identify inaccurate and/or missing data. These pre-conversion activities are essential to facilitate the automated conversion processes which follow.

Controls will be established to manage and measure the progress of conversion.

Correct Existing System's Data

This activity is the step required to research and enter, using current screens in the existing system, any additional information or corrected information into the current system's databases before conversion activities commence. The database provides the source of the automated portion of the conversion activities, so the Town's staff will need to ensure that these databases are as complete and as correct as possible before the conversion occurs.

The Town's staff would analyze the data in the existing system for likely areas to cleanse. Inconsistencies in addresses are a good example of potentially problematic data that needs to be corrected. The Data Conversion Workshop conducted will also highlight several areas needing further investigation in the existing system's database. Further areas to cleanse will come from a list provided at the conclusion of the Data Conversion Workshop.

Provide Table Layouts for the Existing System

The Town would be required to provide complete table layouts for data within the existing system. This includes basic database structure, field names included in specific tables, and any restrictions on values allowed for particular fields. Entity Relationship Diagrams (ERDs) are helpful if available.

Provide Screen Shots of all Existing System Screens

The Town would be asked to provide screen shots of the business process screens within the existing system. These screen shots will be used for reference throughout the conversion programming process and can also assist later in developing and executing test scripts to ensure that business process requirements are being met.

Provide Baseline Accounts

The Town would provide a set of baseline accounts that cover the variety of different scenarios that can occur in the existing system. This should include: small and large meter accounts, residential and commercial accounts, various combinations of services on accounts, different rate scenarios on accounts, and any special one-off accounts. In some cases, true one-off accounts that are low in total number but significant in their variation from the norm may need to be handled manually in the conversion process.

Stage II: Conversion Activities

The Stage II Conversion Activities cannot begin until all of the pre-conversion activities have been successfully completed. The Town would determine when the staff and the conversion data were all ready to begin conversion activities with input from Advanced

The detailed Stage II activities would comprise a four step automated process which will be supported by some manual activities as follows:

- Build Conversion Database from the existing system's database and the defaults (both values and algorithms),
- Produce audit reports to validate the data (including error reports),
- Validate and update the data contained in the existing system's database,
- Migrate the existing system's database to the new database.

Each of these four steps to conversion is comprised of a series of automated and manual activities to ensure that the objectives of the conversion stage will be met. These detailed activities are described in the following sections.

Build Conversion Databases Including Defaults

The existing system's database will be exported and then migrated to the new software database. During this process, default values or calculations will be merged to the proper data elements. During the course of the implementation, further defaults may be added based on results from the business process discovery sessions and decisions made as a result of testing throughout the project.

Produce Audit Reports

After the intermediate database is populated in step one, audit reports will be produced including error listings.

Problems identified with the key data elements will be reported as exceptions for a manual research and correction process and for an automated update of the data before this database will be migrated into the actual database.

Validation in the case of data conversion does not necessarily mean matching exactly the totals between the existing system's database and the new database. It is important to know what the totals are from each and the source of any differences (if present) in those numbers must be understood and accepted by the Town and Advanced.

Stage III: Post-Conversion Activity

Throughout the implementation, there may be data elements on specific accounts which cannot be properly populated through the automated conversion processes. A list will be maintained of items requiring correction after the converted data has been loaded. The correction of these items will be assigned to members of both Town and Advanced staffs, depending on the nature of the correction.

2. Please describe your organization's recommended approach toward retention of legacy data.

It is completely up to the Town as to the amount of legacy data to be retained.

Advanced recommends that that whatever legacy data that is retained be made available in read-only format and that over time access to the data be limited to a few users so as to eliminate a dependency on it for looking up customer information and history.

4.5 Report Development

For specific reporting requirements, it is anticipated that the Vendor will take the lead on developing any reports required as part of the initial deployment of the system. The Vendor is expected to provide specialized knowledge and information to the Town staff during the development of needed reports, via technical training on the tools used for report development, database schema and architecture, etc.

Provide information on your reporting approach including:

1. Description of various methods of reporting including Business Intelligence,

Hundreds of standard reports are available in the proposed solution. Beyond standard reports, ad-hoc reporting and query capabilities are available to allow users to extract the information they need. This also includes the ability to export information to Excel or similar output format. See solution overview for more information on reporting capabilities.

Custom reports can also to be designed, developed and incorporated into the system to meet the Town's specific reporting requirements. Reporting requirements will be further analyzed during the Discovery phase of the project. As required, Advanced will:

- Take the lead on developing any required custom reports
- Transfer specialized knowledge and information to the Town during development of needed reports
- Provide technical training on the tools used for report development, database schema and architecture, etc.

As well, Advanced **optionally** offers Infinity.BI, a powerful business analytics solution in partnership with HiQube. This tool provides a rich set of dynamic reports /dashboards which can be tailored to address the unique business intelligence needs of the Town.



Infinity.BI.pdf

2. Methods for the Town to identify, specify, and develop required custom Town reports during the implementation.

Advanced will conduct Functional Discovery Analysis Workshops. These workshops will be led by Advanced to appropriately review and confirm all required information for these areas.

Advanced will create a Functional Discovery Document that will include all areas addressed including reporting. This process provides the Town with an opportunity to identify all required reports including custom reports.

Reporting requirements will be reviewed to establish expectations on what reports will be required. The discussion will include searches, querying, and a review of canned reports.

Reports identified as required in the Discovery process will be documented. Any required reports that do not have a standard report match will need to be developed as a modified standard report or a custom report.

Each custom developed report will contain a Report Specification. The Report Specification will have two primary sections 1) Functional Design and 2) Technical Designs. The Report Specifications will at a minimum contain: Key Elements of the deliverable will be: Report Name, General Description, Description of the Departments that use the report, Report Owner, Data Fields and Descriptions Needed For the Report, Mathematical Calculations for the Report, Sorting, Filtering, Security and any other items deemed necessary by the Town.

4.6 Integrations and Interfaces

It is expected that information generally would need to be entered only once into the system. Modules within the system should be integrated in real-time with each other such that batch processes are not required to transfer information from one area of the system to another unless that is the preference of the Town. Existing Town interfaces between core modules that may currently exist (e.g., AP posting to GL) or shadow systems that will likely be replaced are not included as they are assumed to be included in an integrated ERP System.

The following tables contain a listing of current and/or desired Town application interfaces and their likely need in a future integrated software environment.

1. Describe your approach towards interfacing and integration with other solutions including use of specific tools, methods and standards.

Advanced takes the method that is most flexible and applicable to the specific interface requirements. For real-time interfaces, Advanced typically uses either Web services or shared interface tables as the mechanism for exchanging data. For example, our Master Address interface, and standard Tele-Works IVR uses Web services. Our work order management system interfaces use shared interface tables.

Our central cash receipting interfaces have used both Web services and shared interface tables.

The decision of which integration method to use is based to a large degree on the capabilities of the application with which we are integrating.

2. Describe data exchange standards (e.g. XML, Web Services, or EDI) supported or provided by your product.

Advanced supports a variety of external interface types, including SOAP/.NET Web services, stored procedures, direct queries/views, shared/exposed interface tables, XML, CSV, TXT (any delimiter). This can include real-time or batch type interfaces. Advanced works with the client and the other vendor to determine the best integration approach for each particular interface.

CIS Infinity includes the Advanced Integration Manager (AIM), specifically designed for importing and exporting data to third party systems. It allows for complex import/exports to be configured within CIS Infinity, using the graphical user interface, in a variety of formats and with business logic, in order to support the requirements of various third party interfaces.

3. As it pertains to the Town's current technical environment described previously, identify potential issues for integrating with specific technologies that are used within the Town.

With respect to hardware/infrastructure, there are absolutely no concerns with the Town's current technical environment. Like many of our clients, WAN are utilized to connect multiple buildings/sites. Also, the proposed solution can be run in a fully virtualized environment (many of our clients are utilizing this technology).

Advanced has extensive experience interfacing and integration with third party products and we do not foresee any issues with interfacing with any of the Town's current technologies.

4. If local customizations are made, do you provide any tools or assistance to easily incorporate customizations into new version/releases of your software?

All business processes can be configured using control tables. That is Advanced avoids custom coding in favor of sophisticated configuration tools, so that implementation is faster, cheaper, and reliable. Client specific modifications are built into core product and scheduled as a part of the Update and Upgrade process and provided to all clients. All modifications and Client Specific modifications are "turned on" or "turned off" via control files.

4.7 Training

The Town intends to explore the advantages, disadvantages and costs of the following implementation training approaches:

1. Train the Trainer Approach: The vendor will incorporate a “train the trainer” approach where key Town team leads and subject matter experts will be trained through implementation on their modules and then they will train the remainder of the Town staff in their respective areas.

A Train the Trainer approach can be supported by Advanced. The Town will need to assess the abilities of staff to train resources. Depending on the complexity of the solution, trainers may need to attend multiple sessions of each course so that they have adequate knowledge to train others on the software.

a. There would be approximately 4-5 Town subject matter experts (SME’s) for each module including one Module Lead. Certain modules which are deployed to various Town departments such as Purchasing or Work Order may have more. This training would be provided at a Town facility.

The Town’s 4-5 SMEs would be trained and would become the core support for end users once the implementation was complete leaving the Town with system experts once the Advanced Trainers were gone.

b. Training materials supplied by the vendor would be used by Town SME’s and Module Leads for training their staff.

Advanced provides a complete set of standard **Training Workbooks**. These provide the additional benefit of giving users the opportunity to learn using the same documentation that they keep as reference material.

c. Web conference or remote online tutorial sessions would be available to Town SME and Module Lead staff to participate in after initial training was completed in their module.

Advanced provides e-learning training courses all year round for any new client employees. These classes can also be taken by existing clients as refreshers. Special requests can be made for courses and dates that are not included in the calendar.

d. Technical Implementation Training will include training the Town IT staff (1) to support the new system.

Advanced will provide training that is designed for staff who maintain the application and database. This would include such items as maintenance routines, system architecture consulting, application of new executables and builds and recommended back-up routines based on the unique requirements of the client. System administration training is also provided

so that the Town can update the software configuration to support business process changes.

2. End User Training Approach: All end-user and technical training will be performed on-site through implementation and be performed by the Vendor.

a. End user implementation training will be provided by the Vendor and include joint participation by the relevant Town process owner team lead supporting the process area in the new software system.

Core team training

As part of the first phase of the implementation of CIS Infinity, the Town will identify a Core team. The Core team is trained in advance of the end users in preparation for ongoing testing of the software during the Conversion, Soft Parallel and Hard Parallel phases of the project. The core team can become the core support for end users once the implementation is complete leaving the Town with system experts once the Advanced Training Specialists are gone. The Core Team at the Town assumes a maximum of eight (8) users.

End User training

Once the Core Team is trained and the first part of testing is complete, the End User training will begin. The training will be performed based on the training plan that is prepared by the project managers from both teams to ensure that the needs of the users are met at the Town.

b. Technical Implementation training will include training for Town IT staff on the technologies required to support the new system.

Advanced provides training that is designed for staff who maintain the application and database. This would include such items as maintenance routines, system architecture consulting, application of new executables and builds and recommended back-up routines based on the unique requirements of the client. System administration training is also provided so that the Town can update the software configuration to support business process changes.

The Vendor should provide an overall description of the training method, including the following:

a. General timeframes in which the training will be conducted

Advanced will develop a customized training plan for the Town prior to offering hands-on training to small groups of users based on their job requirements and level of experience. For convenience, minimal disruption, and best results, CIS Infinity training will be conducted at your premises at one central location using your data.

Core Team Training would take place from Mon 2/4/13 to Fri 4/26/13.

End User Training would take place from Thu 6/6/13 to Mon 8/5/13.

Training design and preparation

DIF analysis (Difficulty, Importance, Frequency of use)

DIF analysis, a classic component of instructional design, is used by the Advanced training team to focus the training of your staff. As a result, training is targeted at the tasks and functions most frequently performed by the user group. The importance of each process to each user group is assessed as part of the development of training modules and as part of each training plan. The level of difficulty of each process is also taken into consideration when training time is allotted to each module.

Needs analysis

At the onset of the implementation process, the Advanced training consultant will complete a thorough needs analysis. This analysis will take into consideration the number of users, level of experience, job types, modules required, key client goals and any special requirements identified by your team. From the needs analysis, Advanced will develop a training plan to meet the unique requirements of the Town.

Training plan

The Advanced training consultant develops a training plan geared to the specific requirements of your utility based on the outcome of the needs analysis. This typically happens at the beginning of the implementation process although it could also take place during or following a pre-contract site assessment. Based on our experience with previous implementations, we have developed an integrated approach to training – one that will reflect the set-up of CIS Infinity at the Town. The training plan takes into consideration:

- The learners being trained (level of experience, job requirements, type of learner)
- The number of courses being delivered (number of training days, maximum number of learners per class, number of modules required)
- The modules that are being taught (based on the system requirements for example; gas, solid waste, point of sale and/or new modules developed for your utility)
- Special requirements as identified by your utility

Learner Centered Training

Using a learner centered model, the Advanced training team develops diversified training materials to meet the needs of different types of learners. To augment the hands-on teaching methodology preferred by Advanced, a

variety of the following tools are used to improve the effectiveness of the training process:

- On-line help files
- Workbooks
- Quizzes
- Exercises
- Learning games
- PowerPoint and other presentations

Standardized courses

Advanced provides classroom style courses for every module of CIS Infinity. Our trainers have developed an integrated approach to classroom training that corresponds to the set-up of CIS Infinity and progresses logically for your staff. As each training component is completed, users are fully prepared to practice those functions through a process we call Soft Parallel. Soft Parallel training involves working with a recent version of the Town's data. The next step, Hard Parallel, involves reproducing the old system's output using current data.

On the Job learning

During the changeover from Soft Parallel to Hard Parallel and during the go live stage of CIS Infinity implementation, Advanced recommends that a trainer be on site to facilitate error recovery, troubleshoot, and reinforce previous learning. Advanced also recommends individual and Post Live refresher training. Typically, this type of training support is provided by trainers who are already familiar with the needs of your staff, ensuring a high level of comfort during these transitional phases.

b. The Vendor must list the nature, level, and amount of training to be provided, in each of the following areas:

- Technical training (e.g., programming, operations, etc.)
- User training
- Other staff (e.g., executive level administrative staff)

This table provides an outline of the training program Advanced provides during your CIS Infinity implementation.

Name of Course	Recommended Audience	Length of Course
System Overview and Daily Processing	Any staff who will be using the system in any capacity and will who process daily functions on CIS Infinity.	3 days
Payment	Any staff that process cash.	1 day

Processing		
Collections	Any staff who monitor or process account collections.	2 days
Generating Service Orders	Any staff who would be working with service orders.	½ day
Billing	Any staff who bill accounts on a regular basis.	2 days
Creating and Managing Service Orders	Any staff that would be creating new service order templates and/or managing service orders.	1 day
Asset Management	Any staff who monitors the company's asset inventory systems including meters, transformers, water and backflow devices. Modules available: a: Electric Meter Inventory b: Water Meter Inventory c: Gas Meter Inventory d: Backflow Inventory e: Street Light Inventory f: Water Heater Inventory g: Instrument Transformer Inventory h: Distribution Transformer Inventory i: Propane Inventory j: Solid Waste	1 day per Inventory System
Reports	Any staff with responsibility for reporting on system data	1 day
Month/Year End Reports	Any staff responsible for month/year end reporting or procedures.	1 day
System Administration	Usually one or two staff members in a supervisory capacity who are responsible for administering the system-changing control files, altering user menus, maintenance routines, system architecture or back-up routines. etc.	2 days

iNovah Training

System Innovators will provide the following services related to training:

1. One person to conduct a 1-day System Overview Training class remotely
2. One person to conduct a 3-day System Training class at Customer facility
3. One person to conduct 3 days of End User classes at Customer facility

4. One copy of all training materials and documentation on electronic media

Lucity Training

Lucity's general approach to training is summarized below:

- *Technical Training.* This training is effectively delivered through the joint efforts to complete other implementation services. The goal of this training is for a designated System Administrator (or small group of technical staff) to be reasonably self-sufficient in refining, expanding and sustaining the implemented System.
- *End-User Training.* This training is provided through a series of on-site Workshops and Break-out Sessions, supplemented as necessary with ad-hoc Web conferencing. The goal of this training is to provide end-users the knowledge, skills and confidence to successfully use the System to complete their specific business processes and operational work flows.

Lucity proposes a total of 18 days on-site over 6 trips, supplemented with 40 hours remote time, to complete training efforts. The trips will be made approximately every third week over several months.

An outline of the technical training Lucity typically provides follows.

- System installation and maintenance
 - o Completing procedures as outlined in the Installation Help Guide for the initial Lucity software installation and future software upgrades
 - o Reviewing the documentation provided as Installation deliverables
 - o Reviewing the technical support and software maintenance services and resources available we provide through the Lucity Constant Connection Program
 - o Discussing the current backup and recovery practices for the Town's data, and reviewing suggested practices specific to the System
- Security
 - o Completing procedures as outlined in the Security Help Guide for adding new end-users, and defining end-user group and individual permissions for System access and use
- Configuration
 - o Using the applications, parameters and settings available with the Lucity solutions to refine the System configuration (e.g. bring new organizational units on-line)
- Documents

- o Completing procedures for establishing links between System records and externally managed electronic documents
- GIS
 - o Using the GIS solutions for completing processes for configuring and refining the GIS integration
- Reporting
 - o Adding custom reports
- Data import/export
 - o Importing data using the Data Import application, and exporting data using the System reporting capabilities

An outline of the end-user training we provide follows.

- General
 - o *Dashboard*: Using “Home” pages with personalized real-time content
 - o *Filter*: Creating queries to produce specific record sets
 - o *Locate*: Quickly finding a specific record within the current “Filter”
 - o *Show in Map*: Opening a GIS map and zooming to assets and locations (customer addresses, work sites, etc.)
 - o *Document Control*: Linking electronic documents (images, videos, as-built drawings, O&M manuals, Web site links, etc.) to records
 - o *Subset Manager*: Loading filtered data from one application into other applications
 - o *Browse*: Creating and exporting ad-hoc reports
 - o *Reports*: Using standard report templates
 - o *Help*: Using the on-line Help system content
- Service request, work order and materials/parts inventory management
 - o Creating, assigning, routing and completing service requests, and work orders in response to service requests
 - o Establishing work order templates for recurring activities and PM schedules for assets
 - o Creating, assigning, routing and completing work orders from templates and PM schedules
 - o Maintaining inventories of materials and parts used on work orders
 - o Viewing linked electronic documents
 - o Using GIS to locate customers and work locations

- o Producing operational, management and regulatory reports
- Asset management
 - o Collecting and maintaining asset attributes
 - o Establishing appropriate relationships between assets
 - o Assessing the condition, and tracking the operating status, of assets
 - o Interpreting asset lifecycle costs
 - o Viewing linked electronic documents
 - o Using GIS to locate assets and display condition assessment data
 - o Validating and transferring data from external data collection systems
 - o Producing operational, management and regulatory reports

The proposed levels of effort for the Lucity training are:

- *Technical training*: 6 on-site days and 16 remote hours
- *End-User training*: 12 on-site days and 24 remote hours
- *Other staff*: Included with end-user training

4.8 Testing

The Vendor should describe their recommended approach to the following types of testing that are anticipated to be performed on the project and the type of assistance they anticipate providing to the Town related to such testing:

- a. System testing
- b. Integration testing
- c. Stress/performance testing
- d. User acceptance testing (UAT)

There will be three phases in the overall testing approach during the implementation Functional Testing, Integration Testing, and User Acceptance Testing. There will be test generic scripts provided for each of these phases to provide some guidance for test script creation by the client. The test scripts will be driven by the business process flows that are documented during the Discovery process.

The progress of all four Test Plan phases will be tracked in a Test Matrix. The Test Matrix is critical to ensuring that no phase of the testing is behind schedule and will cause a delay to project go-live. The Test Matrix will contain:

- the test scripts for each phase

- who will test the scripts and what their role is in the Town
- when the script is scheduled to be tested
- a status column stating when the testing on the script has been started, if a problem is found, and when the script has been successfully tested.
- Introduce Issue Tracking tool and how that will be used

Test Control Procedures

A defect is any occurrence of an actual result being different from the expected result of a test. A defect must behave contrary to a documented feature of the system, either in the functional modification specification (Custom Defect) or in the User Documentation (Base Defect).

Any defects found will be reported to the development team via CustomerWise.

Defects will be categorized using the following priority criteria. This will help determine priorities.

Severity Level	Assignment Criteria
High Level 1 Defect	A Level 1 defect indicates a complete system crash or failure requiring a re-boot of the operating system. No workaround is available. Testing cannot proceed.
Medium Level 2 Defect	A Level 2 defect indicates that the code functionally failed to produce the expected results. A workaround is available.
Low Level 3 Defect	A Level 3 defect is cosmetic or a deviation from standards. The discrepancy is minor and can be delayed until some future date.

Defect fixes will always be carried out in the development environment and promoted to test environment for re-testing and acceptance.

1. Functional Testing

Functional testing is primarily testing base functionality with the Town's first cut of converted data and custom configuration.

2. Integration Testing

The Town will have a number of Interfaces that will require the development of either a one-way or two-way interface between the new applications and other applications. These interfaces will ultimately be delivered into an integration testing environment.

3. User Acceptance Testing

UAT is the process of testing integrated hardware and software systems along with a new set of converted data to verify that the systems meet the specified requirements.

4.9 System Documentation and Manuals

The Vendor is expected to provide user manuals and online help for use by the Town as part of the initial training and on-going operational support. Additionally, the Vendor is expected to provide technical documentation.

1. Describe what documentation (user guide, technical guide, training materials, etc.) is available on the system proposed and any related costs.

The following documentation is included as part of the implementation:

To help end-users learn and retain knowledge the applications include a complete **Online Help** system.

With each new release, and periodically between releases, an updated online help system with clear, accessible instructions for using new features and enhancements is provided. Advanced develops documentation from the perspective of the end-user, basing it on the tasks users perform each day (not just descriptions of the end-user interface).

Advanced also provides a complete set of **Training Workbooks**. These provide the additional benefit of giving users the opportunity to learn using the same documentation that they keep as reference material.

Advanced technical documentation includes Entity Relationship Diagrams and a Data Dictionary, which form an important part of the Advanced plan for increased interoperability and extensibility. Examples appear below.

2. Describe what types of documentation you anticipate developing during the course of the project.

Several project planning documents are developed as a part of this effort, including the following:

- **Project Plan**
Illustrates implementation timeline and methodology
- **Discovery Document**
Captures all learning and understanding gained in the Discovery Workshops. Document will serve as a template for configuring the Software.
- **Risk Plan**
Includes descriptions of how the risks will be/were determined, including planning methodology, assumptions and decisions.
- **Conversion Plan**
A jointly developed plan that defines detailed processes and tools that will be utilized for the conversion. The plan will include data mapping, legacy data quality assessment, data cleansing, technical design, development and testing.
- **Test Plan**

Defines the success criteria, goals, objectives, and scope of testing, inclusive of resources roles, and responsibilities, test environment/instance management. This document outlines the plan for testing, specific scripts and expected results and includes agreed upon pass/fail acceptance criteria.

- **Training Plan**

Documents how users will be trained taking into consideration the software configuration completed as a result of the Functional Discovery Analysis.

- **Communication Plan**

Documents how the project ensures timely and appropriate generation, collection, dissemination, storage, and disposition of project information. It includes descriptions of how communication requirements will be/were determined and met, including any assumptions.

- **Change Order Plan**

Identifies how changes and their impact on the project will be identified, documented and communicate to the Town.

4.10 Disaster Recovery Plan

Please describe the services you provide around disaster recovery, if any, as part of your proposed solution.

Advanced recommends that our clients set up mirror environments for contingency purposes. Many of our clients have a test environment, a staging environment and a production environment for complete redundancy. There is no limit to the number of supporting environments that can be set up.

Advanced will also commit to working with the Town to develop a robust Disaster Recovery Plan.

4.11 Knowledge Transfer

The Vendor should describe their process for ensuring that a transfer of knowledge occurs back to Town staff such that staff is capable of supporting and maintaining the application in the most proficient manner once the Vendor implementation engagement is complete.

Training is most effective when it includes an assessment of learner progress. Advanced will include various assessment tools to ensure your staff is ready to move on to the next stage of implementation. Assessment of learning includes:

- Recall or recognition of specific information (Users are quizzed on course material.)
- Combining comprehension and application (Users are required to undertake tasks using CIS Infinity.)
- Problem solving through transferring existing knowledge and skills to a new situation (When introducing a new module our trainers have users apply previous experience of CIS Infinity to the new task.)

Our commitment to training and client support means that we do not leave until your staff has everything they need to do their jobs.

5 Staffing Plan

The vendor must detail the type and amount of implementation support to be provided (e.g., number of personnel, level of personnel, time commitment, etc.). Include resumes for all personnel that will be assigned to the project detailing their years of experience for each of the applications they are proposing as well as in the field. If the vendor is using a Subcontractor, please include information on subcontracting staff being used and their specific role on the project.

Please provide an overall project organizational structure for Town staff involvement during the project. Identify the roles and responsibilities of each component of this structure. This includes an appropriate governance structure in which to manage the project

Advanced will prime the implementation. For each solution area, the implementation team will be staffed by resources with experience in implementation for the specific solution. You will be assigned a Project Manager that will not change through the life of the project, unless the organization requests a change. This Project Manager will be responsible for overseeing the implementation of the complete solution.

CIS Infinity

The CIS Infinity implementation team will include a Technical Lead, and a Conversion Specialist that will not change through the life of the project, unless the organization requests a change. Trainers are assigned based on their expertise in the areas being covered. If the organization would find it helpful, we would be happy to arrange interview sessions with personnel from Advanced so you may feel comfortable with the people being assigned to your project.

Since Advanced assembles its implementation teams based on the unique requirements of each project, we cannot predict which team members will staff your implementation until the onset of the project. We can, however provide you with resume profiles to illustrate what a typical team for a project of the Town's size and scope would look like.

Resumes

Kerry Dennis PMP Project Manager

Professional Background

In his position as Project Manager, Kerry is responsible for the successful implementation of CIS Infinity and its complementary suite of products. He manages all steps of the project life cycle, working as a liaison between Advanced and client staff to complete a successful project. Kerry has fiscal responsibility for the implementation projects, maintains client and internal communications, and ensures timely delivery of deliverables.

Areas of Expertise

The Project Manager has 20 years of management experience with 10 of these years dedicated to project management. The Project Manager has managed implementations for water and electric utilities. In addition, he has been successful working with all clients in the process of taking them from a legacy system to a new customer information system, both in his current role and in past work experience. The Project Manager has focused on all projects being on time and on budget, resulting in successful CIS Infinity projects.

Experience

Greater New Haven Water Pollution Control Authority, CT

- Oversaw kickoff of project and completed all relevant planning documentation for ongoing management of the project.

LOGIS-Woodbury, MN

- Conducted project kickoff and completed all relevant planning documentation for ongoing management of the project.

Education

PMP designation

Previous Work Experience

Bank of Montreal

Senior Branch Manager

- In his position as Senior Branch Manager, Kerry was responsible for the day- to-day operations of his branch. His duties included overseeing customer service, sales and auditing. The Project Manager also had the responsibility of running and maintaining fiscal balance for some of the largest Bank of Montreal branches in Canada.

Project Manager

- Kerry had the responsibility of creating and delivering projects to a Branch Network across Canada that had more than 500 bank branches. Kerry also worked with project implementations that crossed many lines of business including: Internet banking, telephone banking, marketing and product development. One specific software project that Kerry successfully tackled was completed over a two year period. It combined 5 legacy systems into one Windows-based customer response system. The

Project Manager was also instrumental in implementing NPS management to all points where customers would receive service from the Bank of Montreal.

Eddie Cheong **Technical Lead**

Professional Background

Eddie's role as a Technical Lead has involved assisting clients with implementation, configuration, training, documentation, testing and support.

Previous to joining Advanced, Eddie was employed by Canada's leading wireless service provider, Rogers Wireless as a member of their New Product Development team. Partnering with outside vendors and OEMs, Eddie worked to bring new wireless devices, software and services to fruition under tight deadlines in a highly competitive market space. He brings with him over 6 years of experience in software and services development/implementation, process analysis, and customer support.

Areas of Expertise

Eddie has strong skills in the following areas:

Managing Software Implementation and Development

- Successfully managed software development and implemented several branded applications across multiple platforms.

Quality Assurance

- Extensive QA and testing experience with applications, integrated services and related products for Canada's largest wireless carrier.

Requirements Gathering

- Worked with OEM and software vendor partners to design, create and manage new processes, project plans and RFPs.

Experience

Padre Dam Municipal Water District , CA

- Working as a Technical Lead for the implementation of CIS Infinity for the Padre Dam Municipal Water District.

County of Ventura, CA

- Performed validation and testing of complex rate structures and formulas.

Connexus Energy, MN

- Working as a Technical Lead for Connexus Energy's CIS Infinity implementation.

Education

CompTIA A+ Certification

Computing Technology Industry Association

Computer Programming with Analysis

Seneca College, Toronto, Ontario

Previous Work Experience

Rogers Wireless

QA Analyst, New Product Development

- Responsible for managing the development and testing of several branded applications for all compatible wireless devices in the certification pipeline. Created project plans, RFPs and User Acceptance Test plans for new applications and services.

Kevin Black Conversion

Professional Background

Kevin has supervised and performed conversions at Advanced since 2000 and has extensive experience in converting clients from virtually every legacy system to CIS Infinity.

Kevin has worked with data from water, electric, gas utilities that range in size from 5,000 to over 150,000 accounts. He has been successful working with clients to address and resolve technical issues that arise during implementations.

Kevin has previously held the roles of Implementation Specialist and Manager, Technical Services and as a result has a deep knowledge of CIS Infinity and the technology behind its functionality.

Areas of Expertise

Oracle, MS SQL Server, SSIS, MS Access and .Net Database Programming

- Written numerous T-SQL Functions and Stored Procedures for use in data conversion and transformation.
- Designed and created SSIS packages to convert data from legacy systems.

Data Mapping and Planning

- Implemented the data mapping process for numerous clients in order to properly plan out the

conversion during data discovery.

Experience

Kissimmee Utility Authority, FL

- Performed Data Discovery and conversion process. Conversion activities included data analysis, configuration, design, and programming.

CoServ Electric, TX

- Conversion Specialist converting from two legacy CIS systems. Data was merged from two separate organizations – CoServ Electric, an electric cooperative, and CoServ Gas, Ltd., a gas utility – each with its own rate complexities, and a diverse service area.

City Water, Light & Power, IL

- Conversion Specialist converted data from an aging legacy system that had reached its limitations to CIS Infinity.

Education

Diploma in computer programming

Virginia Moraru Development Lead

Professional Background

Virginia has over ten years of experience with requirements gathering, analysis, specifications, documentation, development, programming and managing when it comes to modifications and interfaces for CIS Infinity and Advanced's other solutions. She focuses on understanding both a client's functional needs as well as their technical environment to ensure that a delivered integration solution is functionally robust, user-friendly and technically solid.

Areas of Expertise

Requirements Analysis

- Virginia has a detailed knowledge of the functionality and capabilities of CIS Infinity. This product knowledge enables in-depth analysis of the best approach for enhancing product capabilities and interfacing with other applications.

Communication

- Virginia has good written and oral communication skills. She is able to translate complex technical requirements into user-friendly language for development of client specifications and for client

roll outs of enhancements. This also enables her to effectively coordinate internal development efforts of the product development team.

Experience	Chugach Electric Association, AK - Requirements gathering, specifications, development and rollout for modifications and interfaces Chesterfield County, VA - Requirements gathering, specifications, development and rollout for modifications and interfaces, including NCO Collection Agency Interface, Hansen Work Order Interface, Cash One Remittance processor, Water Leak Adjustment and Billing/Collections Calendar Saint Paul Regional Water Services, MN - Development and internal rollout for modifications and interfaces, including major functionality enhancements to actions, notes and service orders, and integrations such as Oracle CMMS, GIS, IVR, Tax Assessors and AMANDA permitting.
Education	MS in Computer Science Bucharest Polytechnic University
Previous Work Experience	National Board of Statistics Software Developer As Software Developer, Virginia was responsible for implementing Energy’s Statistical data system used for collecting statistical information on energy consumption from all the division, verifying the data integrity, processing the data and preparing selective reports on a monthly basis.
Chris Davy Application Consultant	

Professional Background	Chris’ role as an Application Consultant has involved assisting clients with the configuration, implementation, testing and optimization of Advanced solutions at client sites. Chris is also heavily involved in documenting system requirements and specifications. Previous to joining Advanced, Chris was employed in various Brookfield companies, developing from an IT
---------------------------------------	---

support position into management. He brings with him over 12 years of experience in software development/implementation, process analysis, and customer support.

Areas of Expertise

Chris has strong skills in the following areas:

Information Technology Implementations

- Successfully managed and implemented numerous internal/ enterprise wide initiatives

Billing Database Solutions

- Extensive database development/management experience with billing systems and their integration into financial systems for some of North America's largest real estate brands

Requirements Gathering

- Designed, built and implemented software and project plans for various organizations.

Experience

County of Ventura, CA

- Working as a technical lead for the County of Ventura's implementation

South Norwalk Electric & Water Works, CT

- Combined two separate instances of CIS Infinity into a single system

Wallingford, CT

- Assisted in creating a custom application to integrate/convert meter information within CIS Infinity

Education

Business Analysis – Requirements Development, Documentation and Management

Nexient, Toronto, Ontario

MSTC: SQL Server 2005

Global Knowledge, Toronto, Ontario

Microsoft Certified Technology Specialist (MSTC)

Global Knowledge, Toronto, Ontario

ITIL Foundations Certification

Loyalist College, Toronto, Ontario

Advanced Web Development for E-Business

Humber College, Toronto, Ontario

Advanced Computer Science and Technology

Langara College, Vancouver, British Columbia

Previous Work Experience

Brookfield Residential Property Services

Manager, Internal Support

- Responsible for managing the Internal Support department as well as overseeing project management, implementation and support for all BRPS Internal Support products.

**Therese Martinez
Trainer**

Professional Background

Therese's role as a Trainer has involved enhancing her knowledge of the CIS Infinity software in order to provide training and support to new clients, and assisting with system testing.

Previous to joining Advanced Utility Systems, Therese spent over twelve years at the City of Denton's Utilities/Customer Service department where she managed the billing software, including all updates, implementations, and training for over 100 users.

Areas of Expertise

Therese has strong professional skills in the following areas:

Customer Service

- Over 15 years of customer service experience, including knowledge of municipal government policies and procedures.

Training

- Over 15 years of training experience, including executives and end users. Successfully managed the training of over 100 users at the City of Denton in preparation of major billing software upgrades.

Business Process Review

- Managed annual business process reviews for City of Denton's billing, cash, and collections teams to provide most efficient use of the billing software. Participated in several business process review sessions in preparation of CIS system upgrades and new implementations.

Experience

Warren County Water District, KY

- Successfully trained all Core Team and End Users on CIS Infinity.

Manitowoc Public Utilities, WI

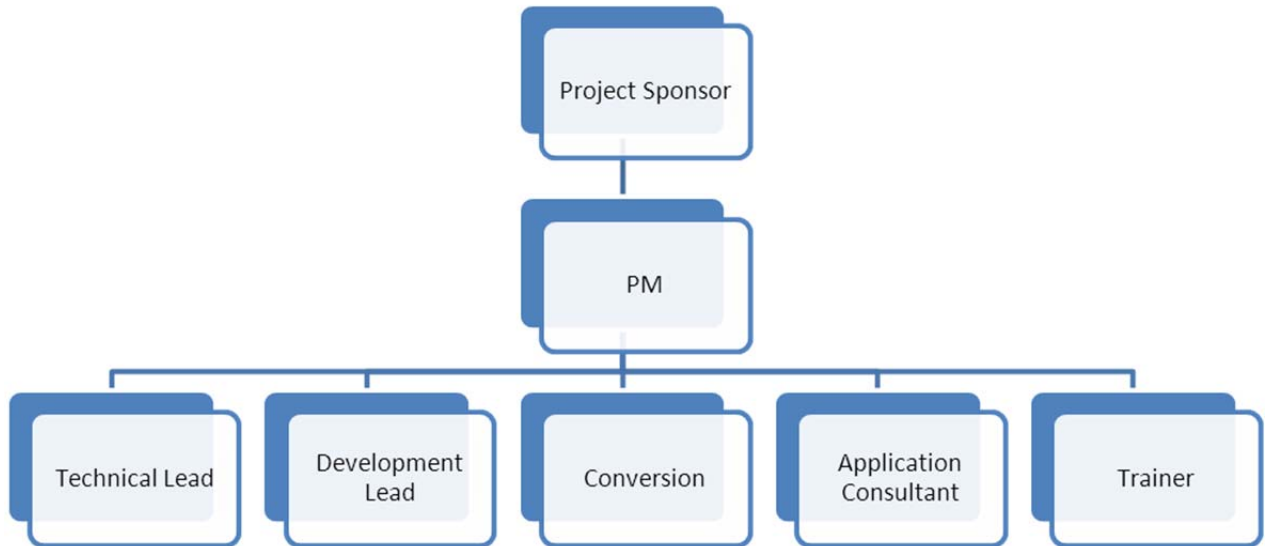
- Successfully trained Core Team and End Users on CIS Infinity and supported client through post-live.

Education **Bachelor of Science; Criminal Justice/Social Sciences**
University of North Texas, Denton, TX

Previous Work Experience **City of Denton**
Systems & Operations Administrator

- Managed Customer Service training, daily operations, and system processes to promote efficient service. Identified and facilitated projects with billing software vendor to meet the City of Denton's utility billing, cashing, and collection needs

Advanced's Proposed Implementation Team Organizational Chart



Roles and Responsibilities

The table below details the structure of the joint implementation team (by company) and identifies specific project roles and responsibilities. Advanced has employed this team structure at numerous client implementations with great success.

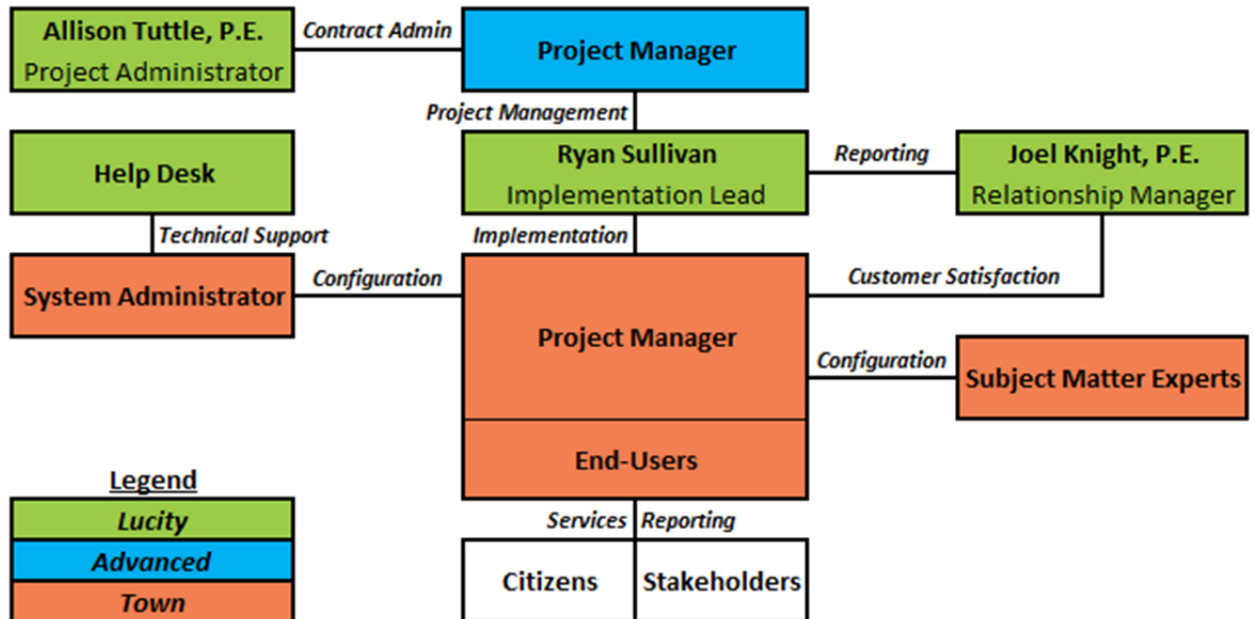
Advanced Team	
Role	Responsibilities
Project Sponsor	- Steer project - Serve as project champion - Resolve major project issues
Project Manager (0.26 FTE)	Plan project approach, timetable, priorities, and resources.

	• Coordinate Advanced resources. • Lead workshops and interviews, perform business analysis and design Advanced Solution • Evaluate best practices and identify operational improvements. • Produce project implementation documentation. • Act as a liaison between Advanced and the Town's implementation teams. • Monitor project status and communicate issues and risks to the project team and steering committee for resolution. • Document the Town's business processes and procedures, and coordinate delivery of training • Support the Town with acceptance testing
Conversion Specialist (0.44 FTE)	• Assess the Town's needs and review condition of existing data. • Assess the Town's data conversion requirements. • Plan data extraction and conversion approach • Map data from existing CIS solution to CIS Infinity. • Develop data conversion routines and set up control files to reflect defined requirements. • Monitor data testing activities, identify and correct issues, and modify testing routines as required. • Oversee final data acceptance.
Technical Lead (0.37 FTE) Application Consultant (0.15 FTE)	• Prepare technical environment • Install and test CIS Infinity • Oversee the set-up of control files and create processes within CIS Infinity • Work with the Town's team to evaluate best practices and identify process improvements with assistance of Project Manager. • Document processes and procedures. • Identify and communicate business issues to the Town's implementation team. • Assist in system testing and overall quality assurance • Advise testers of work required, sign-off procedures and timing • Lead technical training of the Town's core

	implementation team
Interface Expert	• Work with the Town's interface experts to determine interface requirements, set-up issues and timing. • Work with Advanced software developers to develop interface. • Set-up interface. • Coordinate testing of completed interfaces. • Ensure data sharing is optimized.
Training Specialists (0.21 FTE)	• Create training plan and collect necessary approvals. • Provide training documentation as needed, customized where possible. • Lead training sessions • Provide one-to-one assistance in system operation.
Software Developers (0.14 FTE)	• Program modifications and customizations as identified in the contract and project plan, or through change orders. • Test modifications and changes.
The Town of Jupiter's Team	
Role	Responsibilities
Project Sponsors (Includes Dir. Customer Service, Dir. Utilities, Dir. Finance)	• Steer project • Serve as project champion • Resolve major project issues
Project Manager	• Plan project approach, timetable, priorities, and resources. • Coordinate resources and internal activities required to deploy system. • Report project status to steering committee; identify changes in project and scheduling. • Act as a liaison between implementation team, and Advanced. • Review processes and reengineer. • Oversee project communications at the Town
Senior Conversion Expert	• Determine data requirements and document • Extract data from existing CIS solution • Assist Advanced to ensure the data mapped into CIS Infinity is complete and accurate • Identify and correct data conversion issues • Oversee final data acceptance
Senior Analyst	• Work with Advanced to evaluate processes and make necessary modifications. • Identify and document existing processes

	impacted by CIS Infinity implementation • Lead set-up of control files • Assist project manager in project management in areas such as scheduling • Communicate business issues to the Advanced implementation team
Interface Expert	• Work with Advanced specialists to determine interface requirements, work effort, and scheduling of interface development. • Develop interface specifications • Coordinate all testing of completed interfaces • Ensure data sharing is optimized
System Testers	• Test critical system functions in different environments. • Document existing processes and expected results • Use CustomerWise software to log errors and omissions • Sign-off on each software modules once accepted
System Administrator	• Ensure server and desktop hardware is available, tested, and operational. • Assist Advanced with system configuration. • Perform administrative functions - e.g. preparation of training rooms • Troubleshoot network, hardware and other system problems

The following is the project organizational structure for Lucy's participation in the System implementation efforts. Involvement of Town staff during the project is described in the Implementation Plan discussion.



Ryan Sullivan – Lucy Implementation Lead

Ryan Sullivan joined Lucy in 2006 as a GIS Support Specialist and rapidly advanced to Implementation Specialist. Ryan's current responsibilities include:

- Serving as Project Manager for Lucy implementation projects nationwide, and coordinating efforts of Project Team members
- Facilitating project discovery and planning efforts including:
 - Needs assessment and gap-fit analysis
 - Business process review and workflow optimization
 - Data analysis
- Ensuring the successful delivery of implementation project services as Implementation Lead including:
 - Software installation, configuration and testing
 - Data conversion and migration
 - Systems integration (configuration and deployment)
 - Training (system administration and end-user)
 - System deployment and Go-Live support
- Mentoring junior Client Services staff resources

A partial listing of agencies with who Ryan has worked closely with as Project Manager/Implementation Lead follows:

City of Barstow, CA	City of Oregon City, OR	City of Tumwater, WA
City of Columbus, NE	City of Pasadena, CA	City of Ventura, CA
City of Decatur, IL	City of Prescott, AZ	Lee County, FL
City of Des Moines, IA	City of Redmond, OR	Municipality of Anchorage, AK
City of Eau Claire, WI	City of San Carlos, CA	Sonoma County, CA
City of Hampton, VA	City of San Marcos, CA	Village of Cutler Bay, FL
City of Ocala, FL	City of Temecula, CA	Village of Downers Grove, IL

Ryan earned a Bachelor of Science (Geography) degree from Northwest Missouri State University.

Allison Tuttle, P.E. – Lucity Project Administrator

Allison Tuttle joined Lucity in 2000 as an Implementation Engineer, and has progressed to the roles of Region Manager and Client Services Manager. In her current executive management role of Client Services Manager, Allison is responsible for:

- Staffing of Lucity’s Client Services Group (Implementation Services and Help Desk), and on-going personnel evaluation and development
- Tracking Client Services staff project commitments and backlog
- Managing efforts of Lucity’s Help Desk staff, including tracking responsiveness and effectiveness of technical support issue resolution
- Overseeing delivery of software upgrades provided to customers through Lucity’s Constant Connection Program
- Serving as Project Administrator on all Lucity projects to assist Project Managers with project administration efforts (documentation, reporting, invoicing, etc.)

Alison earned a Bachelor of Science (Civil Engineering) and Masters degrees (Business Administration) from the University of Kansas, and is a Registered Professional Engineer. Prior to joining Lucity she worked for 5 years as a Structural Engineer with a commercial building systems manufacturer.

Joel Knight, P.E. – Lucity Relationship Manager

At the inception of Lucity as an independent corporation in 2000, Joel Knight served in the role of Implementation Engineer and has since progressed to Region Manager. Among his responsibilities are:

- Assessing needs of prospective Lucity customers
- Preparing Proposal documents and contract scopes of work, schedules and budgets
- Providing evaluation demonstrations of the Lucity software
- Serving as Relationship Manager for Lucity’s East Region customers to ensure satisfaction, during the Implementation stage and beyond

Joel earned a Bachelor of Science (Civil Engineering) from the University of Missouri, and is a Registered Professional Engineer. He worked for 5 years as a Project Engineer within the Utilities Management Group (Field Services Division) with Lucity's former parent company.

6 Ongoing Support Services

Support Services Form in section 6.14 of this RFP, and include it in this section of the response.

1. Please specify the nature and conditions of any post-implementation support options including:

- a. Post-go live support that is included in the proposal response
- b. Onsite support (e.g. system tuning, application configuration, interface issues, report development, network optimization, user training and tips to optimize the user experience)
- c. Telephone support,
- d. Help Desk services (If there is a service level agreement for your help desk, please provide a copy with your RFP response.)
- e. Toll-free support line

Advanced provides one level of support which is 24 x 7 service through an emergency hotline. Normal hours of business are Monday to Friday 8:00 AM to 8:00 PM (EST). A toll free number is provided. Support is renewed annually and is due on the anniversary date of the support agreement.

The following list highlights what the support and maintenance program includes:

- Access to your own Support Web page.
- Access to Support Knowledge Base via the Web.
- Access to Frequently Asked Questions (FAQ's) page via the Web.
- Access to useful Advanced Searches via the Web.
- Access to Build Logs and Build Downloads via the Web.
- Access to the Support Department via the Web, e-mail, fax, and 1-800 (Support Hot Line).
- Cost effective upgrade solutions
- Scheduled assistance for installations, upgrades & other special projects (there may be charges depending on the scope of work)
- Technical troubleshooting & issue resolution
- E-mail support call logging and notification
- Free eSupport access 24 x 7 with the following on-line benefits:
 - o Log & close calls
 - o View & update calls
 - o Update contact information

- o Access published documentation
- o Access available downloads
- o Access Support knowledge base
- o Participate in Discussion Forums
- o Report on metrics
- Standard software releases and updates
 - o Defect corrections (as warranted)
 - o Planned enhancements
 - o State and/or Federal mandated changes (charges may exist depending on scope)
 - o Payroll regulated changes
 - o Participation in BETA program
 - o Release notes
- Limited training questions (15 minute guideline)
- Customer Care Program
 - o Quarterly Newsletter with support tips
 - o Technical support bulletins
 - o Communication on new products and services
 - o On-site visits (as required)
- Design review for potential enhancements or custom modifications
- Outstanding Calls Report with conference call (as required)
- Ability to attend the annual customer conference (attendance fees apply)
- Regular updates issued to users regarding the status of your support items and the option of having them posted on your Web page.

Our service level agreement can be found on page 45 of our License and Maintenance agreement which is included under section 11.

f. Users group (i.e. - information about it, where it is held and when. If no, are you planning one?)

Advanced offers an annual Customer Conference. The 2012 conference is set for November 7-9 at the Gaylord Opryland; Nashville, TN.

The conference offers attendees a unique opportunity to view our applications and gain even greater value from our solutions. This is an excellent opportunity to meet and network with other customers to exchange ideas, solutions and best practices.

The 2012 conference will include many in-depth, informative sessions and our experienced Support Professionals will be on hand to provide one-on-one assistance at our Support Center. The Partner Showcase will provide our customers with a chance to find out about different products and services offered and how they might benefit their respective organizations.

In addition CIS Infinity has user groups that are independently run, volunteer groups that meet in-person on a regular basis to discuss and share information.

The CIS Infinity Users Groups are located in the following states and regions:

- Northeast
- Rocky Mountain (Denver)
- California
- Pacific User Group (PUG)
- Midwest
- Backflow User Group
- Gas User Group

Each group meets locally and Advanced is often in attendance. Each user group meets twice a year

g. Online knowledgebase (i.e. – how it is accessed, who updates it, etc.)

To help end-users learn and retain knowledge about CIS Infinity, the application includes a complete **Online Help** system.

With each new release, and periodically between releases, Advanced provides an updated online help system with clear, accessible instructions for using new features and enhancements. Advanced develops documentation from the perspective of the end-user, basing it on the tasks users perform each day (not just descriptions of the end-user interface).

2. Describe your maintenance programs and options with associated pricing.

Advanced provides one level of support which is 24 x 7 service through an emergency hotline. Support and Maintenance Services is priced as a % of the license and, custom report costs as well as modification/interface costs. Percentage varies depending on the product.

3. Describe and provide pricing for any “software as a service” (SaaS) model that you offer (where there is no up-front license fee, but instead a monthly charge which may include maintenance).

Not proposed.

7 Response to Software Requirements

Responses to the requirements referenced in Section 4 of this RFP must be provided in this section of the Vendor's response. Use the Microsoft Excel specification spreadsheet provided and attach added explanation pages as necessary. Please include any costs associated with modifications in the Microsoft Excel pricing spreadsheet.



Specifications_FINAL
.pdf

8 Response to Technical Requirements

8.1 Technical Infrastructure

The Vendor shall provide the information described in this section. The information will be used in the evaluation process. Vendors should identify where conflicts may exist between their solution and current technologies being used in the Town as described in section 1.5. In addition to providing responses to the following items, the Vendor must complete the Technical Requirements Form in section 6.12 of this RFP, and include it in this section of the response.

As the Town is contemplating a Town-hosted versus Vendor-hosted solution, aspects of the proposed solution to be provided should be clearly delineated where they vary between these two approaches in the sections below.

1. Hardware and Storage Environment

a. Describe the proposed computer hardware and storage environment to support the system. In the event that there are multiple computer systems available, list all options.

Indicate which is the preferred hardware platform and why. List the conditions in which the preferred hardware platform would change. A hardware configuration, which takes into account the size of the Town, application modules, database size, and anticipated growth, must be provided.

CIS Infinity supports Windows server 2000-2008 R2.

In terms of the backend database CIS Infinity operates with either MS SQL or Oracle.

CIS Infinity supports the following database versions:

Oracle 9i-11g

SQL 2005-2008 R2

Hardware Recommendation

Application server configuration recommendation

General	
Configuration	Intel Xeon Dual Processor Server
Processor(s) (Intel)	
Processor (CPU)	Dual Xeon 3.2 GHz/4MB KB processor with 533 MHz system bus
Memory Standard	
Memory (RAM)	8GB DDR SDRAM

Network controller(s)	
Gigabit Ethernet NIC PCI	Dual Intel Pro 1000MT Single port copper gigabit network adapters. (10/100/1000)
Storage Controller(s)	
SCSI Controller	PERC4/Di 2 internal channels – embedded RAID 128MB cache
Storage	
Hard Drives (Universal Hot Plug)	Two 18 GB 10,000 rpm Ultra 320 SCSI (RAID 1) Three 73 GB 10,000 rpm Ultra 320 SCSI (RAID 5)
Backup	
External Backup Unit	SDLT 100 GB External Backup Unit
Industry Standards	
Approved certifications (preferred)	ACPI 2.0 PCI 2.2 PXE WOL Physical Address Extension (PAE) Support
Operating system	Microsoft Windows 2003 Server Enterprise Edition, or higher.

Database server configuration recommendation

Processors (CPU)	Intel Xeon quad processor or equivalent
# CPU	4+
Memory (RAM)	8+
Hard drives	SCSI or SATA
CD/DVD ROM drive	1
Network card	100MB+
Database server software (MS SQL server)	MSSQL server 2005, or 2008 Standard/enterprise 32/64 bit edition
Database server software (Oracle server)	Oracle server 9i, 10g, or 11g Standard/enterprise 32/64 bit edition (64 bit edition required in Windows OS)
Operating system	Windows 2003 enterprise 64bit edition , or Windows 2008 standard/enterprise 32/64 bit

	edition (64 bit edition required for Oracle server) - UNIX or LINUX OS can also be used for Oracle
--	--

Infinity.Link Server

General purpose Web Server (Quad Xeon)

16 GB Memory (RAM)

120 GB of available storage space

Hardware Max Specs:

General	
Configuration	Intel Xeon Quad-Core Server
Architecture	
Form factor	Rack Mountable or Tower Design
Processor(s) (Intel)	
Processor (CPU)	Quad Core Xeon 3.0 GHz/12 MB processors
Memory Standard	
Cache memory	12 MB cache per processor
Memory (RAM)	16GB ECC DDR3 (up to 192GB DDR3 800MHz,1066MHz, or 1333Mhz)
Network controller(s)	
Gigabit Ethernet NIC PCI	Dual port Gigabit network adapters with failover and load balancing capabilities.
Storage Controller(s)	
RAID Controller	PERC H200/H700 (6Gb/s) 2 internal channels, 2 external channels, 256/512MB battery backed cache
Internal Storage (Bays)	2.5" or 3.5" Hard Drive Option
Storage	
Optical Drive	DVD-ROM Drive 24x
Hard Drives (Hot-plug drive options)	• 3.5" SATA (7.2K): 80 GB,160GB, 250GB, 500GB, 750GB, 1TB • 2.5" SATA II (7.2K RPM): 80GB, 120GB, 160GB, 250GB • 3.5" SAS (15K): 73GB, 146GB, 300GB , 450GB • 2.5" SAS (10K RPM): 36GB, 73GB, 146GB, 147GB, 300GB
Redundancy	
Cooling	Hot Plug Redundant fan
Power Supply	Two Hot plug redundant PSUs

Operating system	Microsoft Windows 2003 Server Enterprise or Higher
-------------------------	---

Software

Microsoft Internet Information Server (IIS)

Microsoft dot.NET Framework Release 2.0.x Installed and Registered

SSL certificate (security purposes) – Optional

Database Engines supported

MS SQL 2005 or higher (Standard or Enterprise)

Interconnectivity

Internet Uplink

Server available on the internet

Public DNS registry



Lucity Hardware and iNovah Recommended
Software Recommendations HW-SW 06-2012.pdf

b. What system architecture do you propose? Describe the number and type of: application servers, database server(s), and development and test environments. Describe your proposal's technical architecture (preferably using a PowerPoint or Visio diagram). This should show components such as the database server, applications server, reporting server, test/training server, firewall(s), web server(s), web browser, minimum workstation requirements, remote access, wireless connectivity, network connectivity to LANs and WAN, etc. Describe any potential use of virtual server technologies (e.g. Microsoft Virtual Server, VMware) and application accelerators and note what Vendors you partner with or recommend and/or support.

Our recommendation is to have separate database and application server for each CIS Infinity system. Other applications may reside on both the database server as well as the application server.

However, the software can be installed on a single server and we have several clients that do so.

A web server is required for Infinity.Link.

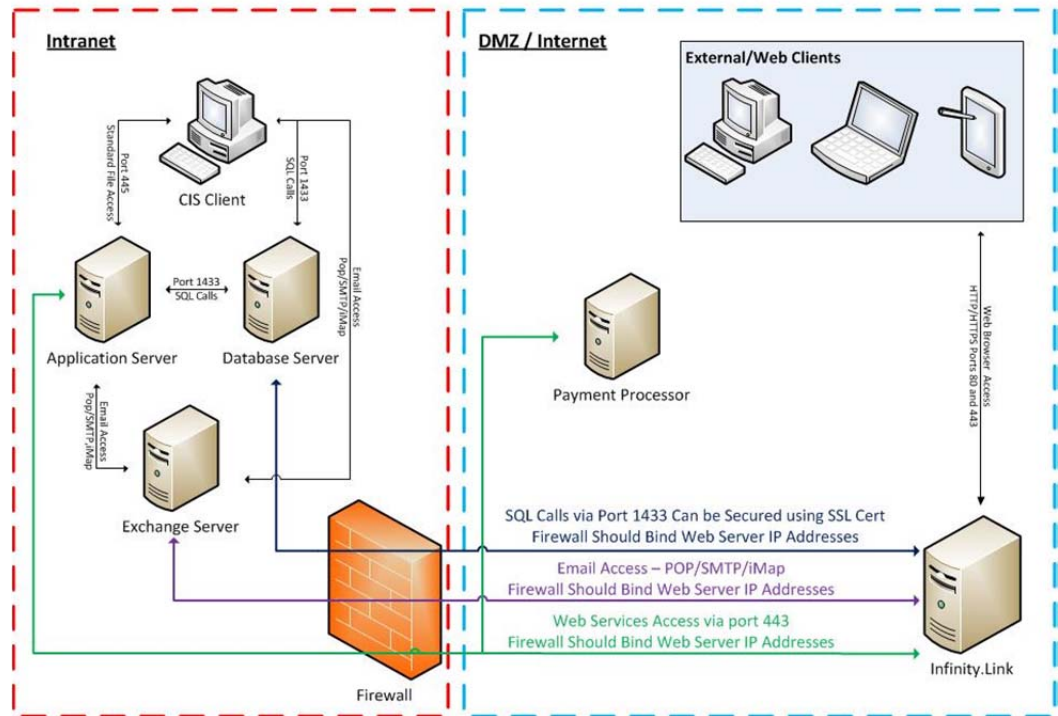
Citrix is required if there are remote offices.

Your CIS Infinity installation allows you to create as many environments as required and includes a complete, fully-functional and distinct test system that allows you to support testing of customization, new releases and software upgrades. To achieve this, a testing database is defined on the database server, and a testing environment is created on the application server.

Technical Architecture

CIS Infinity with Infinity.Link

This diagram Shows a typical configuration with a Payment Processor that does not provide Payment Input Screens



Advanced has many clients that have deployed CIS Infinity in a virtual environment that utilizes a third party virtual server (VMware, etc.). There are no specific requirements or components for CIS Infinity to be run in a virtualized environment.



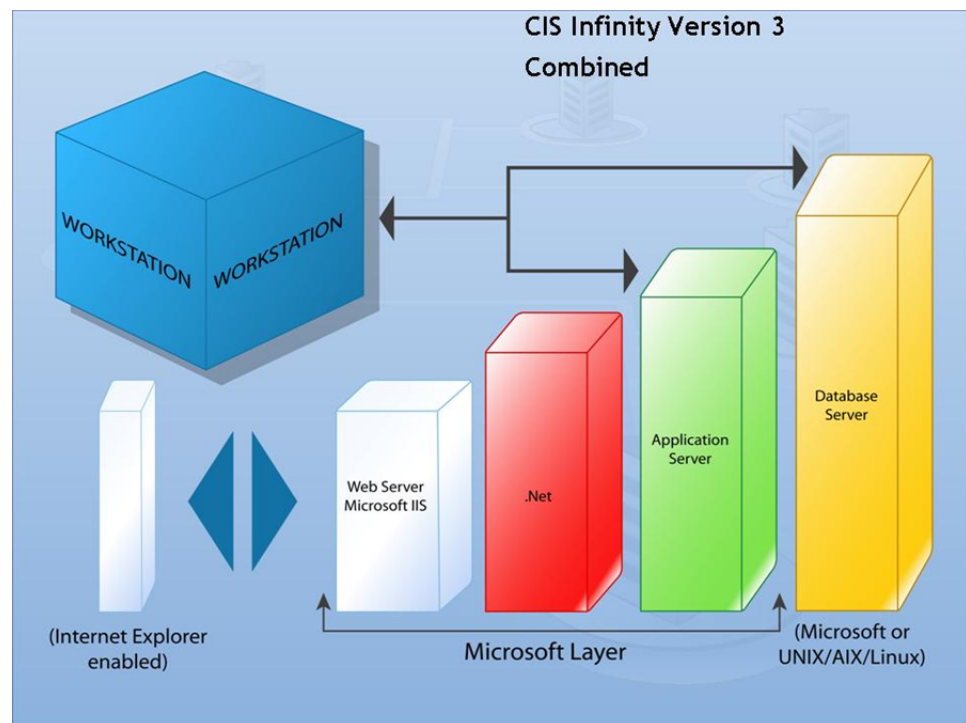
Lucity System
Architecture.pdf

c. Please describe the physical and technical preferences for a user acceptance testing (UAT) environment.

Each implementation goes through many rounds of testing, including functional testing, integration testing and User Acceptance Testing. Our implementation methodology utilizes best practices from the industry, built with testing scripts and scenarios, enables end users to walk through end to end testing. This phase of the implementation is typically a great indicator as to whether or not the Town is ready for Go Live.

d. Describe your proposal's information architecture/model (preferably using a PowerPoint or Visio diagram). This should depict data models, taxonomy, data elements, coding structures, a process for standardizing on a particular coding structure, data definitions (employees, Vendors, invoices, etc.)

CIS Infinity, Version 3 is a client/server application. It is architected using an N-tier approach, with a clear separation between the data access layer, the business process layer and the presentation/user interface layer. CIS Infinity and the other products in the Infinity product suite are primarily built using Microsoft programming tools, in particular .NET.



8.2 Vendor Hosted Option

Advanced is proposing to implement CIS Infinity as a Client-hosted solution for the Town.

9 Vendor Questionnaire

The vendor must respond to the Vendor Background Questionnaires in sections 6.

6.11 Company Background Form

Vendor name:	Advanced Utility Systems, a division of N. Harris Computer Corporation
Is Vendor prime contractor:	Yes ☒ No ☐

1.	What are the key differentiators of your company and its proposed solution? Advanced was established in 1997 to provide Customer Information and Billing solutions exclusively to utilities and municipalities. Since then, Advanced has built its organization around its core competency: serving utilities' needs with state-of-the-art software and support. With approximately 90% of its staff devoted specifically to development, support, and customer service, Advanced has the technical strength of a large multi-solution vendor with the focus and commitment of a dedicated partner. CIS Infinity advantages • Comprehensive functionality: CIS Infinity has unmatched functionality, which means you can automate repetitive tasks, put paper-based processes online, and improve your revenue stream, all without expensive customization. • Easy-to-use interface: CIS Infinity is easy to navigate and use. This makes training and user adoption faster and easier and ensures that your users will get the most value from our solution as soon as possible. • Minimal Programmer Involvement: CIS Infinity was designed from the outset to be easy-to-use for both the user and system administrator. Because Advanced avoids custom coding in favour of sophisticated configuration tools, implementation is faster, cheaper, and more reliable. Lucity is exclusively focused on asset and maintenance management software solutions (Public Works and Utilities), and the US public-sector (local government and utility districts) market. Lucity on-staff personnel are responsible for all services – implementation and technical support. The Lucity solutions offer a comprehensive range of functionality, extensive customization and configuration capabilities, and offer tight ESRI GIS integration that is flexible and adaptive, robust and cost-effective. iNovah is PCI PA-DSS certified for processing of credit and PIN debit cards.
2.	What awards has your company or proposed solution obtained that are relevant to this project? Advanced has been recognized with the following awards: 2011 CS Week Expanding Excellence Award

	The recent Advanced implementation of CIS Infinity at Saint Paul Regional Water Services, MN (SPRWS) won “Best CIS Implementation” in CS Week and Electric Light & Power’s 2011 Expanding Excellence Awards program. Entries were scored against several categories including budget adherence, schedule adherence, operational efficiencies after go-live, innovation and improved service levels. To view a video summary of the implementation follow this link: http://www.csweek.org/ExpandingExcellenceAwards/2011/StPaul.html Energy Planning Network - CIS Implementation Excellence Award Our implementation at Bellevue, Washington won “CIS Initiative – North American Municipal Utility” in Energy Planning Network’s Utility Awards for CIS/CRM Excellence (ACE) Program. Entries were scored against several categories including project innovation, project benefits, project management, and application quality. 2011 Best of California Awards The Center for Digital Government awarded Los Angeles County Department of Public Works – Best Application Serving the Public – for their deployment of Infinity.Link, the Advanced, utility, customer self-service solution (My Waterworks Account Manager). Special Achievement in GIS Award – Public Works Lucity customer Volusia County, FL was awarded a “Special Achievement in GIS Award – Public Works” by ESRI in July 2012 for achievement of the County’s goal of centralizing the Public Works Department’s infrastructure and associated maintenance records, and making them accessible to all Public Works staff, through implementation of their Lucity CMMS across the Department’s six (6) Divisions. The CMMS is fully integrated with the County’s enterprise GIS allowing both field staff and managers to visualize asset locations to assist with organizing and planning of work. Microsoft Gold Partner Awards iNovah has received multiple years of Microsoft Gold Partner Awards.
3.	What documentation is available from an independent source that positively promotes either the company or products the Vendor is offering? Advanced was built on client references. In the software world, word-of-mouth is the strongest endorsement any company can achieve and Advanced vigorously pursues this approach. Here is what some of our clients had to say about us: • “During the implementation, everyone involved from Advanced did an outstanding job.” • “The conversion and configuration of CIS Infinity was tested thoroughly and at

	multiple points during the project's execution. This led to an error-free system for a smooth go-live." "We are really pleased with how the implementation went. From the initial kick-off and six weeks of Discovery meetings to the testing and training phases, the Advanced strategy and knowledgeable team delivered what an organization of our scope and size required. We were able to consistently move forward to a successful conclusion of the project," "The Advanced team worked diligently to ensure the delivery and integrity of the key drivers." "Advanced demonstrated their commitment by tapping into any and all necessary resources in order to ensure success. In particular, the Project Manager and Technical Lead were very qualified individuals who were both completely committed to our schedule and resource needs. They went above and beyond to ensure the project's live date was met." At the request of Gartner, Lucyty has provided information regarding its company and products in recent years for their local government research analysis products. These products are available through Gartner.
4.	What strategic alliance have you made to further strengthen your product and services?
	We want to ensure that our clients have the most up-to-date resources and tools at their fingertips and that they are equipped with current technology. To meet these goals, Advanced will continue to leverage technology and strengthen our relationships with our principal technology partners (Microsoft; Oracle) as part of our ongoing plans. Lucity is an ESRI Gold-Tier Business Partner, and collaborates with ESRI to ensure their mutual customers yield maximum benefit and return-on-investment with their Enterprise Asset Management and GIS systems.
5.	How do you guarantee the services provided by your company?
	Advanced has over 120 successful deployments. We will work diligently with the Town to ensure all requirements are present in the contract and license agreements to guarantee our services.
6.	What are your near-term and long-term goals, and the strategies to reach these goals?
	Advanced continues to add new clients at a steady pace. In growing our business, we do not want to lose sight of our most important asset – our existing client base. Advanced was built on client references. In the software world, word-of-mouth is the strongest endorsement any company can achieve and Advanced vigorously pursues this approach. At the same time, developing innovative functionality, expanding existing modules and releasing new software enhancements every three months are major objectives. We want to ensure that our clients have the most up-to-date resources and tools at their fingertips and that they are equipped with fresh technology. As well our near-term goals include developing and releasing an Energy/Water

	Conservation Module, an enhanced Workflow/ Automation Module, Service Order Module Enhancements as well as enhancements to our CIS Infinity Suite of solutions. For Lucy, a near-term priority is the expansion of mobile capabilities through native Android OS applications. Long-term goals include extension of mobile applications to Windows 8 and iOS, and cloud-based software deployment options. iNovah will focus on the delivery of a Web Payments Module, Accounts Receivable Module, and Mobile Cashiering Module.
7.	What is your niche in the marketplace and your preferred customer size?
	Advanced has built its organization around its core competency: serving utilities' needs with state-of-the-art software and support. Advanced has clients that range in size from 25,000 accounts to 250,000. Payment and Cashiering Solutions for state & municipal governments and public and private utilities; taking greater than 100,000 payments per year. Our largest customer takes approximately 25,000 payments per day through iNovah.
8.	Please describe the level of research and development investment you make in your products (i.e. – annual budget, head count, etc.):
	Advanced invests approximately 15% of its CIS Infinity license sales into the research and development of its solutions annually. This commitment to product investment speaks to the fact that Advanced is dedicated to the continued development of its solutions. In its Research and Development department Advanced employs 24 team members. Lucy's Technology Division is responsible for the company's research and development efforts and has a head count of 19.
9.	Please describe how the sales cycle is linked to the product development cycle.
	Sales works closely with our research & development team to provide feedback on new requirements and emerging industry trends that are identified through various channels including meetings with prospective clients, RFP's, product demonstrations, participation in trade shows and through relationships with industry consultants. This information is used by R&D to help determine future product direction. Additionally, any product enhancements that are developed for a specific customer are included in the base software and therefore available to all our customers with a support and maintenance agreement, through the update/upgrade process.
10.	Please describe your commitment to providing solutions for the public sector marketplace:
	Advanced was established in 1997 to provide Customer Information and Billing solutions exclusively to utilities and municipalities.

	Anyone can promise on-schedule and on-budget. Advanced has more than 120 successful customer deployments in the public sector space that prove we deliver the best solution within the most appropriate time-frame.																														
11.	How many fully operational customer installations of the solution proposed in this RFP, currently in production, has the Vendor completed?																														
	Advanced <table border="1"> <thead> <tr> <th>Location</th><th>Florida</th><th>Nationally</th></tr> </thead> <tbody> <tr> <td>Local government</td><td>5</td><td>66</td></tr> <tr> <td>Other public sector</td><td>0</td><td>0</td></tr> <tr> <td>Other non-public sector</td><td>0</td><td>9</td></tr> <tr> <td>Overall:</td><td>5</td><td>75</td></tr> </tbody> </table> Advanced also has four (4) clients located in Central America, South America and the Caribbean. Lucity <table border="1"> <thead> <tr> <th>Location</th><th>Florida</th><th>Nationally</th></tr> </thead> <tbody> <tr> <td>Local government (city and county)</td><td>13</td><td>190</td></tr> <tr> <td>Other public sector (utility districts)</td><td></td><td>57</td></tr> <tr> <td>Other non-public sector</td><td></td><td></td></tr> <tr> <td>Overall:</td><td>13</td><td>247</td></tr> </tbody> </table>	Location	Florida	Nationally	Local government	5	66	Other public sector	0	0	Other non-public sector	0	9	Overall:	5	75	Location	Florida	Nationally	Local government (city and county)	13	190	Other public sector (utility districts)		57	Other non-public sector			Overall:	13	247
Location	Florida	Nationally																													
Local government	5	66																													
Other public sector	0	0																													
Other non-public sector	0	9																													
Overall:	5	75																													
Location	Florida	Nationally																													
Local government (city and county)	13	190																													
Other public sector (utility districts)		57																													
Other non-public sector																															
Overall:	13	247																													
12.	Do you currently have any outstanding significant ($\geq$ \$250,000) litigation with:																														
	<table border="1"> <thead> <tr> <th></th><th>Yes</th><th>No</th></tr> </thead> <tbody> <tr> <td>Existing or prospective customers?</td><td></td><td>X</td></tr> <tr> <td>Other businesses</td><td></td><td>X</td></tr> <tr> <td>Any U. S. government (Federal, State, local)?</td><td></td><td>X</td></tr> </tbody> </table> If yes, describe: N/A		Yes	No	Existing or prospective customers?		X	Other businesses		X	Any U. S. government (Federal, State, local)?		X																		
	Yes	No																													
Existing or prospective customers?		X																													
Other businesses		X																													
Any U. S. government (Federal, State, local)?		X																													
13.	Please state the year the Vendor started in the business of selling the proposed solution to local governments:																														
	Advanced – 1997 Lucity – 1994																														
14.	Where is the Vendor's closest support facility/sales office to Jupiter, Florida?																														
	Advanced maintains one corporate office in Toronto, Ontario where the majority of staff are located. Advanced also has technical and support staff located throughout the United States in California, Colorado, Georgia, Michigan, Minnesota, Oregon and Tennessee. Lucity and iNovah have support facility/sales offices in Overland Park, KS and Jacksonville, FL respectively.																														
15.	Where is the Vendor's company headquarters?																														

	Advanced is headquartered at 2235 Sheppard Avenue East, Suite 1400, Toronto, ON M2J 5B5. One office ensures effective exchange of information between key departments while allowing the Company to keep expenses down. Lucity is located in Overland Park, KS.																				
16.	Please list the Vendor's sales in the previous three years:																				
	<table border="1"> <thead> <tr> <th>Year</th><th>Sales</th></tr> </thead> <tbody> <tr> <td>2011</td><td>\$ 773,341,000</td></tr> <tr> <td>2010</td><td>\$ 633,965,000</td></tr> <tr> <td>2009</td><td>\$ 437,940,000</td></tr> </tbody> </table> As a subsidiary of a public company, regulations prohibit Advanced from providing divisional financial information. However, as permitted, we have provided sales figures for our parent company Constellation Software Inc.	Year	Sales	2011	\$ 773,341,000	2010	\$ 633,965,000	2009	\$ 437,940,000												
Year	Sales																				
2011	\$ 773,341,000																				
2010	\$ 633,965,000																				
2009	\$ 437,940,000																				
17.	How many total employees does the Vendor have in each of the following categories:																				
	<table border="1"> <thead> <tr> <th>Area</th><th>Number</th></tr> </thead> <tbody> <tr> <td>Sales/Marketing</td><td>3</td></tr> <tr> <td>Management/Administration</td><td>9</td></tr> <tr> <td>Help Desk Staff</td><td>10</td></tr> <tr> <td>Development Staff</td><td>22</td></tr> <tr> <td>Project Managers</td><td>5</td></tr> <tr> <td>Training/Implementation Staff</td><td>25</td></tr> <tr> <td>Other</td><td>0</td></tr> <tr> <td>Total:</td><td>74</td></tr> </tbody> </table>	Area	Number	Sales/Marketing	3	Management/Administration	9	Help Desk Staff	10	Development Staff	22	Project Managers	5	Training/Implementation Staff	25	Other	0	Total:	74		
Area	Number																				
Sales/Marketing	3																				
Management/Administration	9																				
Help Desk Staff	10																				
Development Staff	22																				
Project Managers	5																				
Training/Implementation Staff	25																				
Other	0																				
Total:	74																				
18.	What is the Vendor's hourly rate for implementation assistance beyond that which is included in the Vendor bid by skill set?																				
	<table border="1"> <thead> <tr> <th colspan="2">Rates for Additional Implementation Assistance</th></tr> <tr> <th>Skill Set</th><th>Hourly Rate</th></tr> </thead> <tbody> <tr> <td>Advanced</td><td>\$ 150 / hr. – during implementation, \$175 for post Live SOW</td></tr> <tr> <td>Interfaces/Integrations (Lucity)</td><td>\$ 150 / hr.</td></tr> <tr> <td>Report Development (Lucity)</td><td>\$ 75 / hr.</td></tr> <tr> <td>iNovah</td><td>\$ 180 / hr.</td></tr> </tbody> </table>	Rates for Additional Implementation Assistance		Skill Set	Hourly Rate	Advanced	\$ 150 / hr. – during implementation, \$175 for post Live SOW	Interfaces/Integrations (Lucity)	\$ 150 / hr.	Report Development (Lucity)	\$ 75 / hr.	iNovah	\$ 180 / hr.								
Rates for Additional Implementation Assistance																					
Skill Set	Hourly Rate																				
Advanced	\$ 150 / hr. – during implementation, \$175 for post Live SOW																				
Interfaces/Integrations (Lucity)	\$ 150 / hr.																				
Report Development (Lucity)	\$ 75 / hr.																				
iNovah	\$ 180 / hr.																				
19.	Please indicate two separate potential visits of two consecutive days each in which the Vendor will commit to being available for an onsite demonstration and your preference.																				
	<table border="1"> <thead> <tr> <th colspan="3">Demonstration Date Options</th></tr> <tr> <th>Option</th><th>Visit #1</th><th>Visit #2</th></tr> </thead> <tbody> <tr> <td>Week of October 8, 2012</td><td>Only available Oct 11 &</td><td>Only available Oct 11 &</td></tr> </tbody> </table>			Demonstration Date Options			Option	Visit #1	Visit #2	Week of October 8, 2012	Only available Oct 11 &	Only available Oct 11 &									
Demonstration Date Options																					
Option	Visit #1	Visit #2																			
Week of October 8, 2012	Only available Oct 11 &	Only available Oct 11 &																			

			12	12	
		Week of October 15, 2012	Any	Any	
20.	What would be the Vendor's preferred comparably sized, site visit location?				
	Indian River , FL				

6.12 Technical Requirements Form

1.	Identify the communication protocols and networking requirements that are required for implementation and operation of the proposed system. In the event that there are multiple communication systems and/or protocols available, list all options. Take into account the Town's current WAN and remote computing requirements and indicate what changes are required or recommended.
	TCP/IP is supported by CIS Infinity, as well as SMTP / IMAP - CIS Infinity is also fully compliant with Novell and LDAP / Active Directory integration. Ultimately CIS Infinity is designed as a non-exclusive network application – network architecture is at the discretion of the Town. To access CIS Infinity across the Town's current WAN, it is recommended that Citrix be deployed – as is the case with many of our customers. Our next release will contain a Browser User Interface, which will allow users to connect to CIS Infinity natively through Internet Explorer (of other Internet applications).
2.	What database are you proposing?
	CIS Infinity operates with either MS SQL or Oracle as a backend database. CIS Infinity supports the following database versions: Oracle 9i-11g SQL 2005-2008 R2
3.	What server operating system are you proposing?
	CIS Infinity supports Windows server 2000-2008 R2.
4.	Is your proposed solution browser based? If only certain components/modules are, please specify and identify those.
	Infinity.Link, our proposed utility customer self-service application is accessible to your customers via a browser interface. A browser interface is planned for commonly used forms in a subsequent Version of CIS Infinity. The Lucity solution is a combination of browser and client-server applications. The majority of end users will utilize the browser-based interface. Power-users and administrators may prefer the client-server interface, or a combination of browser and client-server. Most administration functions are client-server based (system setup, security, configuration tools, etc.). For iNovah: • Cashiering Functions are a windows client • Admin functions, reporting, and queries are IE browser based
5.	Describe what, if any, footprint (e.g. local software artifacts such as DLLs) exists on the user's desktop.
	The CIS Infinity Client must be installed to interact with the data on the CIS Infinity Application Server.

	For Lucy, program files such as dlls will only exist on user's workstations who wish to access the client-server interface otherwise no dll files need to be installed. For iNovah • Client windows applications for cashiering (primarily needed for speed and ability to process payments in the case the network is off-line. • Local SQL express DB • Device Drivers (Printer, Scanner, PIN Pad, etc. as applicable).
6.	Describe the system administration tools that are used to manage the application including any data archival tools, tools for managing application updates, online help management tools, etc.
	Data archiving is a function of the database. Typically data is not archived/purged. An executable is provided for each update along with build logs. Updates are cumulative, thereby allowing the Town to skip updates if so desired. Dynamic hyperlinks to Town specific help documentation can be placed anywhere within the main customer inquiry form to walk users through Town specific processes. Standard help text is provided with the application and updated with every release For upgrades, the client is notified of its availability via email. The client would then download the build from the Advanced FTP web site. After the download is complete the client, via CustomerWise, requests a date and time for the build to be applied to the test or production system since exclusive access to the system is required. Then Advanced will apply the build and the upgrade is complete. Minor upgrades and patches do not require vendor intervention. The majority of our clients handle these items on their own. However, Advanced is always available to assist the client if issues arise. To install a minor upgrade, the client downloads an upgrade application from the Advanced FTP site. Clients can then apply the upgrade applications to each of their environments (test and production) independently. It is a single step-upgrade with the Administrator confirming and then reconfirming they wish to upgrade the environment. Once the confirmation is completed, the upgrade is executed without further user intervention. On our client portal www.mycisinfinit.com we provide Entity Relationship Diagrams and a Data Dictionary, which form an important part of the Advanced plan for increased interoperability and extensibility.
7.	Describe the network management systems that either your system uses, interoperates/integrates with, or you recommend. Please specify.
	Active Directory
8.	Describe the minimum hardware, software, storage, memory, operating system and other requirements for desktop computers to access the application such that the Town can determine the extent to which existing computers must be upgraded or replaced.
	The following outlines what is required to run CIS Infinity on client desktops for primary

and secondary/casual users.

CIS Infinity Desktop – Primary User

Processor(s) (Intel)	
Processor (CPU)	Intel® Xeon® Dual Core
Memory Standard	
Memory (RAM)	6GB DDR3 SDRAM at 1333Mhz - 6 DIMMS
Storage	
Hard Drives	100 GB IDE Hard Drive 7200 rpm
Communications	
Fast Ethernet NIC	Integrated Gigabit Ethernet NIC PCI 10/100/1000
Operating system	
	Microsoft Windows XP Professional, Vista or 7 Professional (32 or 64 bit)
Applications	
Installed applications	Microsoft Office 2003 Professional or higher

CIS Infinity Desktop – Casual User

Processor(s) (Intel)	
Processor (CPU)	Intel® Xeon®
Memory Standard	
Memory (RAM)	2 GB DDR SDRAM
Storage	
Hard Drives	60 GB IDE Hard Drive 5200 rpm
Communications	
Fast Ethernet NIC PCI	Integrated Fast Ethernet NIC PCI 10/100
Operating system	
	Microsoft Windows XP Professional, Vista or 7 Professional (32 or 64 bit)
Applications	
Installed applications	Microsoft Office 2003 Professional or higher



Lucity Hardware and iNovah Recommended
Software Recommend HW-SW 06-2012.pdf

System Performance	
1.	System response time must not impede the ability for departmental staff to perform their required job functions using the system. Will your system be available 99.5% of the time, except for planned downtime?
	Periodic system updates from Advanced may require a brief period of downtime in order to add new tables and/or fields to the database in order to support new functionality. It is at the discretion of the utility as to when they want to run these updates. Backup routines can be scheduled using tools within SQL Server but do not require downtime. Most customers schedule these events to occur either in the evening or over the weekend along with the rest of their required network maintenance. With respect to availability, as this is a mission critical system, CIS Infinity is up and available all the time. We have customers with over 250,000 meters that have CIS Infinity available to them 100% of the time.
2.	Can you guarantee a 3-second maximum response time?
	The estimated transaction processing time depends entirely on the process being run. Typical processing time for a bill calculation ranges between .5 and 1 second, for example, depending on the number and complexity of billing calculations being performed. CIS Infinity uses state-of-the-art technology and allows for multithreading/processing to maximize performance.
3.	What are your guarantees on system performance?
	Advanced will guarantee response times in the contract provided they are linked to specific hardware and network specifications. Should Advanced be selected, Advanced would work with the Town and your hardware vendor of choice to ensure a hardware platform that meets your performance requirements. Typically during the contract discussions, response times are linked directly to several critical processes, such as account inquiry, on a step by step basis and expected response times.
Security	
1.	Describe the identification and authorization capabilities of your proposed solution for users.
	Security setup is similar to Microsoft security. System administrators create user IDs and users can belong to one or more groups. Objects in CIS Infinity can be restricted by user ID, or by group. The first level of security in CIS Infinity is the ability to completely configure the user's menus and items on menus. If you do not wish to give a user access to a form you can simply not place the form on the user's menu. System Administrators can pre-define a series of menus that are common, and those menus can be placed on the users menu. Each user's menu does not have to be defined from scratch and could simply have the pre-defined menus on them.

	Each item that can be added to the users menu comes with a pre-defined description from Advanced, these descriptions can be customized by the System Administrators to suit your needs and terminology. Security in CIS Infinity is object based rather than field and table based. This allows system administrators to secure not only secure fields, but objects such as buttons and pick lists. You can secure anything you see on the forms of CIS Infinity rather than just restrict users' access to fields or tables.
2.	Describe how your system interoperates with Active Directory.
	CIS Infinity can integrate with Active Directory/LDAP for authentication and single sign-on capabilities.
3.	Describe the security audit capabilities of your proposed solution.
	The CIS Infinity security model is based on objects -- a security rule can be applied to any object in the application, from individual fields and menu items to entire forms. CIS Infinity also comes with an audit report where a report can be generated to view all changes in a certain date range, by a specific user, or to a specific table or field.
4.	What functions does your proposed system have to protect the privacy of information designated "private" (e.g. personally identifiable, SSN, credit card, ACH, HIPAA, etc.) that it processes or stores?
	By default, CIS Infinity encrypts sensitive fields such as SSN, DL, banking information, etc. Through configuration, the Town can determine which fields they would like to encrypt. Further, CIS Infinity is Red Flag as well as PA-DSS compliant (PCI certified). Advanced and CIS Infinity are fully certified through the PCI Security Standards Council Quality Assurance Program. Our certification is listed on their website under the List of Validated Payment Applications. iNovah truncates sensitive data like credit card number by replacing certain numbers with asterisk, all in accordance to PCI PA-DSS.
5.	What will you do to address vulnerabilities in your product discovered subsequent to us deploying your code? In what time interval will they be fixed (Critical & non-critical)? At what cost to the Town?
	Upgrades or "Builds" are released quarterly and are downloaded from the Advanced Web/FTP site. Between builds, executables may be issued to meet client needs. Advanced works with its clients to identify any vulnerabilities and work to ensure a speedy resolution is achieved.

	Builds and patches are included as part of your annual maintenance fee
6.	What is your process for notifying the customer and fixing bugs once they have been identified?
	Clients are notified of build and executable availability via email.

6.13 Vendor Hosting Form

Not applicable. A hosted solution is not being proposed.

1.	Will your company host the solution or will this be managed by a third party?
2.	Where are the data center and storage facilities?
3.	Provide the total number of clients and corresponding number of end-users of hosted solutions currently supported by your company.
4.	Does the system interfaces support a browser interface with or without the help of additional components?
5.	How are hosted software applications deployed for use by numerous customers (dedicated servers for each hosted customer, or is a single set of applications utilized for all customers)?
6.	What system/application availability and response time will your proposed system meet? What are the Town's responsibilities to ensure this level of performance?
7.	How do you track monthly usage for subscription-based services?
8.	How much notification will you give the Town in advance of any scheduled downtime?
9.	Where would local support be located for a client in Jupiter, FL?
10.	Are support calls included in annual maintenance fees, or charged on a per call basis? If on a per-call basis, please specify rates and billing method

6.14 Ongoing Support Services Form

Support and Maintenance

1.	Provide the minimum, maximum, and average response times (hours) provided as part of the basic support agreement and average response time for the past twelve (12) months.												
	Response times fall under the following levels of time sensitivity: <table><tr><th>Category</th><th>Response Time</th><th>Example(s)</th></tr><tr><td>Priority 1 Urgent/High Items that impede the organization from doing business.</td><td>1 to 4 hours (Investigated and addressed immediately)</td><td>Unable to calculate bills; Unable to post cash; Unable to gain access to CIS Infinity</td></tr><tr><td>Priority 2 Medium Items that impact non-critical day to day processes.</td><td>1 to 8 hours</td><td>Inability to enter meter changes; Inability to process move in/move out.</td></tr><tr><td>Priority 3 Low Items that do not impact a user's ability to complete their daily tasks.</td><td>1 to 24 hours</td><td>Finding out the table name for transaction history.</td></tr></table> Response times to support items are written into the contract.	Category	Response Time	Example(s)	Priority 1 Urgent/High Items that impede the organization from doing business.	1 to 4 hours (Investigated and addressed immediately)	Unable to calculate bills; Unable to post cash; Unable to gain access to CIS Infinity	Priority 2 Medium Items that impact non-critical day to day processes.	1 to 8 hours	Inability to enter meter changes; Inability to process move in/move out.	Priority 3 Low Items that do not impact a user's ability to complete their daily tasks.	1 to 24 hours	Finding out the table name for transaction history.
Category	Response Time	Example(s)											
Priority 1 Urgent/High Items that impede the organization from doing business.	1 to 4 hours (Investigated and addressed immediately)	Unable to calculate bills; Unable to post cash; Unable to gain access to CIS Infinity											
Priority 2 Medium Items that impact non-critical day to day processes.	1 to 8 hours	Inability to enter meter changes; Inability to process move in/move out.											
Priority 3 Low Items that do not impact a user's ability to complete their daily tasks.	1 to 24 hours	Finding out the table name for transaction history.											
2.	Provide Help Desk services for technical support and end users. Specify days and hours and any escalation options and procedures.												
	Advanced Utility Systems has a Toronto-based Support Desk. Advanced provides one level of support which is 24 x 7 service through an emergency hotline. Normal hours of business are Monday to Friday 8:00 AM to 8:30 PM (EST). A toll free number is provided. Advanced help desk staff are very experienced as they have been recruited from the utility industry working in customer service roles on average for 10 years or longer. The Director of Customer Service has held several positions at Advanced and thus has a thorough knowledge of every aspect of CIS Infinity and the utility sector in general. The following list highlights what the support and maintenance program includes:												

	• Access to your own Support Web page. • Access to Support Knowledge Base via the Web. • Access to Frequently Asked Questions (FAQ's) page via the Web. • Access to useful Advanced Searches via the Web. • Access to Build Logs and Build Downloads via the Web. • Access to the Support Department via the Web, e-mail, fax, and 1-800 (Support Hot Line). • Cost effective upgrade solutions • Scheduled assistance for installations, upgrades & other special projects (there may be charges depending on the scope of work) • Technical troubleshooting & issue resolution • E-mail support call logging and notification • Free eSupport access 24 x 7 with the following on-line benefits: - o Log & close calls - o View & update calls - o Update contact information - o Access published documentation - o Access available downloads - o Access Support knowledge base - o Participate in Discussion Forums - o Report on metrics • Standard software releases and updates • Defect corrections (as warranted) • Planned enhancements • State and/or Federal mandated changes (charges may exist depending on scope) • Payroll regulated changes • Participation in BETA program • Release notes • Limited training questions (15 minute guideline) • Customer Care Program - o Quarterly Newsletter with support tips - o Technical support bulletins - o Communication on new products and services - o On-site visits (as required) Design review for potential enhancements or custom modifications • Outstanding Calls Report with conference call (as required) • Ability to attend the annual customer conference (attendance fees apply) • Regular updates issued to users regarding the status of your support items and the option of having them posted on your Web page. Our escalation process is defined below. This process has been put in place to ensure that issues are being dealt with appropriately. If at any time is client is not completely satisfied with the resolution of their issue, they are encouraged to escalate with the
--	--

	support department as follows: Level 1: Contact the support representative working on your issue Level 2: Contact the Support Supervisor or group lead Level 3: Contact the Director of Support Level 4: Contact the Vice President of Operations or Executive Vice President Level 5: Contact the CEO of Harris
3.	Identify the party or business unit that is responsible for the support options provided above. The Vendor shall include information for a Client-hosted versus a Vendor-hosted solution.
	The Advanced Support department is responsible for the support options provided above. Advanced is proposing to implement CIS Infinity as a Client-hosted solution for the Town.
4.	Do you limit the number of Town staff who can call in for support? If yes, explain your model and how additional staff can be included and at what incremental cost? If there is no limitation, the maintenance agreement should clearly state this fact. Are you agreeable to include such language in our contract?
	We do not place formal limits on the number of customer staff that may contact the Help Desk. We are agreeable to include such language in our contract.
5.	Describe the types of support needed to keep the product under current support and to keep the product enhanced.
	We recommend customers utilize the technical support and software maintenance services and resources provided under the support and maintenance agreement.
6.	Do you need remote access to the server to support/maintain it? If yes, describe the method(s) and security used.
	Although remote access is not required for typical support and maintenance Help Desk personnel utilize the client's remote access solution to assist customers with specific needs/issues.
Software Updates and Distribution	
7.	It is anticipated that all system updates and release patches will be downloadable from the Vendor's web site. An accumulation patch process is desired. Provide information on how "server" and "client-side" software updates are received, processed and distributed to either the server and/or client environment, including but not limited to: a. Backward version compatibility and support of back versions, b. Timeframe/policy on moving to new versions, c. Automatic product upgrades or on demand, d. Ease of implementation for Town staff versus need to contract for

	services. e. Use of Microsoft Systems Management Server (SMS) 2003 and/or Microsoft Software Update Services (SUS) to deploy new versions and patches to servers and clients.
	Clients are never forced to upgrade. Each client has independent control of when they upgrade to the latest version, build or patch. There is no requirement that all or some clients be on the same version at any time during our release cycle. Advanced has no particular amount of time it places on older releases due mainly to the fact that all clients upgrade in a very reasonable amount of time, within 3 months of the minor release and 1 year of a major release. Updates are cumulative, thereby allowing the Town to skip updates if so desired. Most clients handle the update process on their own without vendor intervention. Upgrades or "Builds" are downloaded from the Advanced Web/FTP site.
8.	Describe the product release cycle including: a. Frequency of upgrades/enhancements or new versions (major and minor version releases) b. Contents of release, c. How long release takes to implement, and d. Use of release notes.
	Upgrades or "Builds" are released on a quarterly basis and are downloaded from the Advanced Web/FTP site. Between builds, executables may be issued to meet client needs. Version changes occur approximately every three to five years. All enhancements and Version changes are accompanied with full documentation. Client specific modifications are built into CIS Infinity and scheduled as a part of the Update and Upgrade process. Upgrades are major releases, including major new functionality. Major new features may be "turned on" or "turned off" via control files. This ensures that clients are not forced to use functionality that is not relevant to them. Some new features may require set-up or training, and in some cases this will require the services of the team at Advanced. These services are billed at market rates. Updates are more minor releases, including bug fixes, performance improvements and

	client-specific modifications. Generally updates do not require training or set-up hours from Advanced. For resource planning purposes, we suggest allotting 1-2 days to apply Version upgrades and 1 day to apply a Service Pack.
Customizations	
9.	How does the Vendor define customization versus configuration?
	Updates and Upgrades are provided to all clients to encourage our users to run the most recent version, which improves the ability of Advanced to provide support. Clients are not required to install the new software, but in general they do take advantage of the improved features, performance, and reliability that come with new software releases. Upgrades are major releases, including major new functionality. Major new features may be "turned on" or "turned off" via control files. This ensures that clients are not forced to use functionality that is not relevant to them. Some new features may require set-up or training, and in some cases this will require the services of the team at Advanced. These services are billed at market rates.
10.	How can the Town customize or configure the software directly without Vendor involvement?
	All business processes can be configured using control tables in CIS Infinity. That is Advanced avoids custom coding in favor of sophisticated configuration tools, so that implementation is faster, cheaper, and reliable. Client specific modifications are built into CIS Infinity and scheduled as a part of the Update and Upgrade process. All modifications and Client Specific modifications are "turned on" or "turned off" via control files. This ensures that clients are not forced to use functionality that it not relevant to them.
11.	How are local customizations or configurations maintained when installing new releases of the Vendor's software?
	All customizations are maintained during upgrades. Data and configurations are never lost.

10 Client References

The Vendor must provide at least five references from clients that are similar in size and complexity to the Town. The format for completing the Vendor references is provided in section 6.15 of this document. In addition, the Town requests a listing of all municipal clients. If possible, at least one of these references should be a Vendor-hosted solution.

6.15 Client Reference Form**CIS Infinity**

Vendor name:	Advanced Utility Systems
Customer name:	Chester Water Authority, PA
Customer contact:	Tom Zetusky, Director, Business Office
Customer phone number:	(610) 876-8185
E-mail address	tazetusky@chesterwater.com

Describe Nature of Project and Services Provided to This Client:

Advanced provided Chester Water Authority with complete implementation services including conversion, training and support. These services were delivered by a team of knowledgeable professionals who follow a proven methodology.

Configuration of Solution Implemented (Hardware, Software):

Hardware Platform: Intel based server
Database Platform: Microsoft SQL Server
Operating System: Microsoft Windows
Software: CIS Infinity, Infinity.Link, Infinity. Mobile

Vendor name:	Advanced Utility Systems
Customer name:	City of Santa Rosa, CA
Customer contact:	Patty Kutches, Revenue Operations Supervisor
Customer phone number:	(707) 543-3176
E-mail address	pkutches@srcity.org

Describe Nature of Project and Services Provided to This Client:

The City provides water and wastewater service to approximately 52,414 customers that include residential, commercial and industrial accounts. To handle billing for many of these accounts, complex rate configuration and formulas were required. As Patty Kutches, Revenue Operations Supervisor explains, "We have a sizeable number of accounts that present fairly complicated billing scenarios. For example, we have to deal with instances of looped meters as well as additive and deduct meters."

"We anticipated that this would present a significant challenge and that there would need to be some creative ideas to get these billing scenarios to work. The Advanced project team did an outstanding job. They were able to understand the issues, develop a plan to ensure the accounts billed correctly and were able to help automate the process."

With CIS Infinity in production, the City has already noticed that their collections process has been streamlined considerably.

The City went live on **Infinity.Link** - the Advanced electronic bill payment and presentment solution - concurrently with CIS Infinity. Ms. Kutches notes, "We are really pleased with Infinity.Link. Our customers have been very receptive. It has enhanced our customer service functions including increasing our ability to take credit card payments over the phone."

Configuration of Solution Implemented (Hardware, Software):

Hardware Platform: Intel based server
 Database Platform: Microsoft SQL Server
 Operating System: Microsoft Windows
 Software: CIS Infinity, Infinity.Link, Infinity.Teleconnect

Vendor name:	Advanced Utility Systems
Customer name:	Indian River County Utilities, FL
Customer contact:	Cindy Corrente, Assistant Director of Utilities
Customer phone number:	(772) 226-1832
E-mail address	ccorrente@ircgov.com

Describe Nature of Project and Services Provided to This Client:

Indian River County (the County) completed a successful implementation of CIS Infinity, the customer information and billing solution offered by Advanced Utility Systems (Advanced). The County also implemented Infinity.Link, the Advanced online bill payment and self-service solution as well as Infinity.Teleconnect, the Advanced interactive voice response (IVR) solution available in English and Spanish. The County worked in close collaboration with Advanced on an efficient implementation of three solutions that provided the functionality and flexibility to serve the County's customer base of 44,000.

According to Cindy Corrente, the County's Assistant Director of Utilities, "Our focus is on continually improving our customer service offering while simultaneously making our operations and processes more efficient. The Advanced suite of applications has proven to be an important part of this effort in several ways. For example, CIS Infinity allows us to accept payments electronically, negating several manual processes and eliminating delays in payment receipt. Reporting is user-friendly allowing us to easily create reports and easily obtain any statistical data from the system."

Ms. Corrente continues, "With Infinity.Link, our customers can now apply for service and request a move-in or move-out in addition to paying and viewing their bills - all online. Infinity.Teleconnect allows us to better serve our customers as we can now inform customers of planned or unexpected outages in their area automatically without the need to print and hand deliver notices. We can also remind customers of past due payments before disconnecting their service resulting in fewer disconnects and reconnects. This in turn will result in increased efficiency and substantial cost savings."

The County has been live on CIS Infinity, Infinity.Link and Infinity.Teleconnect for over six months now and has received strong positive feedback from its customers about the prompt payment processing, bill payment options and expanded customer service channels now available.

Configuration of Solution Implemented (Hardware, Software):

Hardware Platform: Intel based server
Database Platform: Microsoft SQL Server
Operating System: Microsoft Windows
Software: CIS Infinity, Infinity.Link, Infinity.Teleconnect

Vendor name:	Advanced Utility Systems
Customer name:	Seacoast Utility Authority, FL
Customer contact:	Bonnie Evans, Manager, Customer Service and Billing
Customer phone number:	(561) 627-2900 ext. 331
E-mail address	bevans@sua.com

Describe Nature of Project and Services Provided to This Client:

Advanced believes that when it comes to purchasing and deploying a new customer information system, success rests not only on the quality and stability of the software, but on the strength of the professional services that back it up. Advanced provided Seacoast Utility Authority with a successful customer deployment that encompassed the following services:

- Implementation
- Training
- Conversion
- Support & Upgrades

Furthermore, our methodology ensures that Advanced thoroughly identifies and integrates your requirements based on:

- your business objectives
- your user experience
- your success criteria

Configuration of Solution Implemented (Hardware, Software):

- Hardware Platform: Intel based server
- Database Platform: Microsoft SQL Server
- Operating System: Microsoft Windows
- Software: CIS Infinity, Infinity.Link

Vendor name:	Advanced Utility Systems
Customer name:	LOGIS, MN
Customer contact:	Mike Garris, Executive Director
Customer phone number:	(763) 543-2630
E-mail address	mgarris@logis.orgs

Describe Nature of Project and Services Provided to This Client:

Providing a strategy to implement a CIS solution for 18 cities, in partnership with Local Government Information Systems Association (LOGIS) presented a unique challenge to Advanced. However as a result of working closely with the team at LOGIS, Advanced was able to address this challenge and successfully bring all 18 cities live on-time and on-budget.

Part of the success came from Advanced committing to an aggressive schedule from the start. Implementation began in November 2004 with the first three cities going live in June 2005. The eighteenth and final city went live February 2008. With each implementation, the LOGIS staff grew more familiar with the process which helped ensure that each city went live on schedule. Furthermore, Advanced was able to streamline the implementation process with each consecutive project which also aided in the timeliness of the implementations.

As a group, the 18 member cities of LOGIS provide water service to 663,000 accounts and deliver approximately 2,000,000 bills each year. However, each one of the cities is unique in their billed services, rate structure, and collections.

With their new customer information and billing system, the LOGIS cities are now able to provide their users with comprehensive functionality and an easy-to-use interface. Although, LOGIS' legacy system had served the cities well in the past, CIS Infinity offers functionality that fully handles all business requirements and often times provides enhanced capabilities. Also, CIS Infinity is designed to be user friendly. All information associated with a customer is available on a single, easy to read window. This allows the users to be more effective and efficient in their day-to-day responsibilities.

Configuration of Solution Implemented (Hardware, Software):

Hardware Platform: Intel based server
 Database Platform: Microsoft SQL Server
 Operating System: Microsoft Windows
 Software: CIS Infinity, Infinity.Link

Lucity

Vendor name:	Lucity, Inc.
Customer name:	Volusia County, FL
Customer contact:	John Gamble
Customer phone number:	(386) 736-5965, Ext. 5527
E-mail address	jgamble@co.volusia.fl.us

Describe Nature of Project and Services Provided to This Client:

The County undertook a phased implementation of their Lucity-based System in 2007 for various divisions of the Public Works Department including Water Resources & Utilities, Road & Bridge, Traffic Engineering, Solid Waste & Recycling, and Mosquito Control.

In 2010 Lucity and its strategic business partner Engineering Mapping Solutions collaborated to extend the System's GIS integration (using the Lucity API) to include a custom GIS viewer (Silverlight-based) to support specialized end-user workflows.

The County expanded their System in 2011 to address needs of additional departments/divisions including Parks, Recreation & Culture; Central Services (facilities and equipment); and Coastal. Future plans include expansion to address needs of Airport Services and Community Services (library).

Lucity has provided an extensive range of implementation services including project planning/management, software installation and configuration, custom report development, data conversion/migration, systems integration and training (end-user and technical). Lucity also provides the County with on-going technical support services and software maintenance.

Configuration of Solution Implemented (Hardware, Software):

The System is locally hosted on the County's network (Windows, Microsoft SQL Server), and is comprised of the following Lucity (Version 7.3) solutions: Work Administrator, Work Orders, Requests and Citizen Portal; Inventory Control; GIS Desktop; Water, Sewer and Storm; Streets & Roads, Rights-of-Way and Pavement Analysis; Signs, Signals and Street Lights; Parks; Facilities and Equipment; and API.

Vendor name:	Lucity, Inc.
Customer name:	City of Ocala, FL
Customer contact:	Winsome Jacobs
Customer phone number:	352-629-8267
E-mail address	wjacobs@ocalafl.org

Describe Nature of Project and Services Provided to This Client:

The City's initial implementation of their Lucity-based System in 2004 addressed their wastewater asset and maintenance management needs. The System was integrated in 2007 with the City's Tyler Technologies-EDEN financials system.

The City expanded the System in 2009 to address their water, traffic control, equipment/fleet and solid waste management needs; and again in 2012 to address their storm water management needs.

Lucity has provided an extensive range of implementation services including project planning/management, business process review, software installation and configuration, custom report development (i.e. Crystal Reports training), data conversion/migration, systems integration and training (end-user and technical). Lucity also provides the City with on-going technical support services and software maintenance.

Configuration of Solution Implemented (Hardware, Software):

The System is locally hosted on the City's network (Windows, Microsoft SQL Server), and is comprised of the following Lucity (Version 7.3) solutions: Work Administrator, Work Orders and Requests; GIS Desktop; Water, Sewer, Sewer CCTV, Storm and Refuse & Recycling; Signs, Signals and Street Lights; Fleet, Fleet Fueling and Equipment; and API.

Vendor name:	Lucity, Inc.
Customer name:	City of North Port, FL
Customer contact:	Dan Waldron
Customer phone number:	941-240-8097
E-mail address	dwaldron@cityofnorthport.com

Describe Nature of Project and Services Provided to This Client:

The City's initial implementation of their Lucity-based System in 2005 was completed in conjunction with a pavement management project completed by Lucity business partner IMS Infrastructure Management Services. The City expanded the System in 2007 to address their extended public works management needs.

Lucity has provided an extensive range of implementation services including project planning/management, business process review, software installation and configuration, custom report development (i.e. Crystal Reports training), data conversion/migration, systems integration and training (end-user and technical). Lucity also provides the City with on-going technical support services and software maintenance.

Configuration of Solution Implemented (Hardware, Software):

The System is locally hosted on the City's network (Windows, Microsoft SQL Server), and is comprised of the following Lucity (Version 7.3) solutions: Work Administrator, Work Orders and Requests; GIS Desktop; Mobile Desktop; Storm and Refuse & Recycling; Streets & Roads, Bridges and Rights-of-Way; Signs, Signals and Street Lights.

Vendor name:	Lucity, Inc.
Customer name:	City of Lynchburg, VA
Customer contact:	Susan Ward
Customer phone number:	434-455-6001
E-mail address	susan.ward@lynchburgva.gov

Describe Nature of Project and Services Provided to This Client:

The City's implementation of their Lucity-based System in 2008 was an enterprise deployment for the Water Resources, Public Works and Parks & Recreation Departments.

Lucity has provided an extensive range of implementation services including project planning/ management, software installation and configuration, custom report development (i.e. Crystal Reports training), data conversion/migration, systems integration and testing, and training (end-user and technical). Lucity also provides the City with on-going technical support services and software maintenance.

Configuration of Solution Implemented (Hardware, Software):

The System is locally hosted on the City's network (Windows, Microsoft SQL Server), and is comprised of the following Lucity (Version 7.3) solutions: Work Administrator, Work Orders, Requests and Citizen Portal; GIS Desktop; Water, Sewer, Sewer CCTV and Storm; Streets & Roads, Pavement Analysis, Bridges and Rights-of-Way; Signs, Signals and Street Lights; Parks and Trees; Facilities and Equipment; and API.

iNovah

Vendor name:	System Innovators - iNovah
Customer name:	Miami Dade Water and Sewer
Customer contact:	Cecile Wheatley
Customer phone number:	(786) 552-8079
E-mail address	mcwt@miamidade.gov

Describe Nature of Project and Services Provided to This Client:

Miami Dade Water and Sewer have been on iNovah for approximately 4.5 years. iNovah is integrated with Oracle ERP for payment inquires, lookups and payment updates.

Miami was upgraded from a legacy cashiering platform called Cashier for Windows and Revenue Collector. They used this program for several years before upgrading to iNovah.

Configuration of Solution Implemented (Hardware, Software):

Standard configuration of iNovah installed on a web server, iNovah cashier installed on the cashiering workstations and the database on a separate server with SQL reporting services that power iNovah reports.

11 License and Maintenance Agreements

Sample license and maintenance agreements must be provided in this part of the Vendor's response for all components of the recommended solution (i.e., hardware, software, operating system, database, etc.).



11 License &
Maintenance Agreem

12 Exceptions / Deviations from Proposal Requirements

If the Vendor finds it impossible or impractical to adhere to any portion of these specifications and all attachments, it shall be so stated in its proposal, with all deviations grouped together in a separate section entitled, "exceptions/deviations from proposal requirements." This section will be all-inclusive and will contain a definition statement of each and every objection or deviation with adherence to specific RFP sections. Objections or deviations expressed only in other parts of the proposal, either directly or by implication, will not be accepted as deviations, and the Vendor in submitting a proposal, will accept this stipulation without recourse.

Advanced does not have any exceptions/deviations with respect to the proposal requirements. However; in the event that Advanced is selected as the awardee for the contract to be awarded under this RFP, we request an opportunity to meet with representatives of the Town to review, negotiate, and mutually agree to all contractual terms and conditions that will govern the services to be provided. Advanced is prepared to promptly devote resources to such discussions so that a mutually acceptable contract may be concluded in an expeditious manner that aligns with the anticipated project schedule. Our submission of a proposal in response to the RFP should be considered a commitment to provide the services sought under a fair and reasonable agreement between the parties. We are mindful that the Town as a public entity may be required by statute and regulation to include certain clauses in any final contract. We look forward to working with the Town to finalize contract terms and conditions for this project that adequately address and protect the core interests of each party.

13 Other Required Forms and Attachments

Please provide all other required forms in this section:

a. Proposal Response Form

6.2 Proposal Response Form

Use the table below to acknowledge your review and acceptance of the sections of the RFP. If an explanation is required, it can be entered in *Additional Requirements and Information - Contractor Supplemental Information* in this section.

1.	Introduction	☒ Yes	☐ No
2.	Vendor Proposal Guidelines	☒ Yes	☐ No
3.	Proposal Response Format	☒ Yes	☐ No
4.	Functional Requirements	☒ Yes	☐ No
5.	Contract Terms and Conditions	☒ Yes	☐ No
6.	Proposal Forms	☒ Yes	☐ No

b. Proposer Information

6.3 Proposer Information

Name of Business:	Advanced Utility Systems, a division of N. Harris Computer Corporation
Principal Contact Person:	Lori Hogg, Regional Sales Manager
Address 1:	2235 Sheppard Avenue East
Address 2:	Suite 1400
Address 3:	Toronto, ON M2J 5B5
Telephone:	(416) 496-0149 Ext 210
FAX:	(416) 496-3910
E-mail:	lhogg@advancedutility.com
Name of Individual Project Manager:	Kerry Dennis
Telephone:	(416) 496-0149 Ext.217
E-mail:	kdennis@advancedutility.com
Location of Project Office:	Toronto

c. Non-Collusion Affidavit



c. Non-Collusion
Affidavit.pdf

d. Proposer's Certification Form



d. Proposer's
Certification Form.pdf

e. Proposer's Qualification Statement Form



e. Proposer's
Qualification Stateme



State
Registration.pdf

f. Public Entity Crimes Form



f. Public Entity
Crimes Form.pdf

g. Proposer's Acknowledgement Form



g. Proposer's
Acknowledgement Fo



g. Harris_Initial
Certificate of Incorpo

h. Minimum Criteria

6.10 Minimum Criteria

As noted in section 1.9 of this RFP, proposed solutions **MUST** meet all of the following requirements. **Proposals not meeting these requirements will be rejected.** Vendors should acknowledge acceptance of these terms and include the following checklist in their RFP response.

Minimum Criteria	Yes/No
RFP Response RFP response is submitted by the due date and time to the Town.	YES
Response Authorization The RFP response is signed by an authorized company officer.	YES
Response Completeness Vendor compiled the proposal with all instructions in the RFP and provided a response to all items requested with sufficient detail that provides for the proposal to be properly evaluated. The result of any deficiencies in this regard will be determined by the Town to be either a defect that the director will waive or that the proposal can be sufficiently modified to meet the requirements of the RFP.	YES
PCI Compliance Where applicable, the Vendor shall certify in its proposal that it meets payment card industry (PCI) data security standards (DSS), and if recommended for award, shall illustrate compliance.	YES – PA-DSS COMPLIANT
Red Flag Compliance Components of the system solution should not violate red flag rules	YES – RED FLAG COMPLIANT
Prior HTE Conversions The Vendor shall have completed at least one project that required the conversion of utility billing and cash receipting data from an HTE system.	YES
Complete Solution The Town is requiring that responding vendors propose a complete solution, including software, hardware specifications, project management, and other technology services for the entire scope of the project that may or may not include components owned by the vendor.	YES

i. For Vendors who are proposing a hosted solution, please additionally supply a copy of your Independent Service Auditor's Opinion Letter from your most recent SAS70 audit.

Not applicable. Advanced is proposing to implement CIS Infinity as a Client-hosted solution for the Town.

Minimal Contract Terms & Conditions Compliance Checklist

**Contract Terms & Conditions Compliance Checklist – Exceptions
Explanations**



6.14 Minimal
Contract Terms and C

14 Addenda (if applicable)

Include all original, signed copies of addenda in this section if applicable.



Addendums.pdf

Town of Jupiter, FL - Utility Billing Services & Enterprise Asset Management System Selection
Asset Management

Advanced Utility Systems (Prime)	
Code	Availability Definition
Y	Functionality is provided out of the box through the completion of a task associated with a routine configurable area that includes, but is not limited to, user-defined fields, delivered or configurable workflows, alerts or notifications, standard import/export, table driven setups and standard reports with no changes. These configuration areas will not be affected by a future upgrade. The proposed services include implementation and training on this functionality, unless specifically excluded in the Statement of Work, as part of the deployment of the solution.
R	Functionality is provided through reports generated using proposed Reporting Tools.
T	Functionality is provided by proposed third party functionality (i.e., third party is defined as a separate software vendor from the primary software vendor). The pricing of all third party products that provide this functionality MUST be included in the cost proposal.
M	Functionality is provided through customization to the application, including creation of a new workflow or development of a custom interface, that may have an impact on future upgradability.
F	Functionality is provided through a future release that is to be available within 1 year of the proposal response.
N	Functionality is not provided.

4.2 - Asset Management				Signals, Lucy Fleet, Lucy Facilities, Lucy Equipment, Lucy Storm, Lucy Parks, Lucy Trees, Lucy Refus		
Objective: To optimally manage the physical assets to maximize the value.						
Number	Application Requirements	Priority	Availability	Cost	Required Product(s)	Comments
1	System provides ability to identify multiple types of enterprise assets to inventory, including signs, pavement, traffic signals, sanitary, water, storm, street lighting, bridges, sidewalks, etc.	H	Y		Lucy Streets/Roads, Lucy Bridges, Lucy Right-of-way, Lucy Signs, Lucy Street Lights, Lucy Signals, Lucy Fleet, Lucy Facilities, Lucy Equipment, Lucy Storm, Lucy Parks, Lucy Trees, Lucy Refuse & Recycling, Lucy GIS Desktop, Lucy GIS Web, Lucy Work Administrator, Lucy Work Orders	
2	Organization (Town of Jupiter, LRD, etc.)	H	Y		Lucy Streets/Roads, Lucy Bridges, Lucy Right-of-way, Lucy Signs, Lucy Street Lights, Lucy Signals, Lucy Fleet, Lucy Facilities, Lucy Equipment, Lucy Storm, Lucy Parks, Lucy Trees, Lucy Refuse & Recycling, Lucy GIS Desktop, Lucy GIS Web, Lucy Work Administrator, Lucy Work Orders	

Town of Jupiter, FL - Utility Billing Services & Enterprise Asset Management System Selection

Asset Management

4.2 - Asset Management				Signals, Lucy Fleet, Lucy Facilities, Lucy Equipment, Lucy Storm, Lucy Parks, Lucy Trees, Lucy Refus		
Objective: To optimally manage the physical assets to maximize the value.						
Number	Application Requirements	Priority	Availability	Cost	Required Product(s)	Comments
3	Area / Department / Division (i.e. Water, Sewer, Stormwater, Public Works, user defined, etc.)	H	Y		Lucity Streets/Roads, Lucity Bridges, Lucity Right-of-way, Lucity Signs, Lucity Street Lights, Lucity Signals, Lucity Fleet, Lucity Facilities, Lucity Equipment, Lucity Storm, Lucity Parks, Lucity Trees, Lucity Refuse & Recycling, Lucity GIS Desktop, Lucity GIS Web, Lucity Work Administrator, Lucity Work Orders	
4	Location (i.e. water plant, EOC, room, floor, etc.)	H	Y		Lucity Streets/Roads, Lucity Bridges, Lucity Right-of-way, Lucity Signs, Lucity Street Lights, Lucity Signals, Lucity Fleet, Lucity Facilities, Lucity Equipment, Lucity Storm, Lucity Parks, Lucity Trees, Lucity Refuse & Recycling, Lucity GIS Desktop, Lucity GIS Web, Lucity Work Administrator, Lucity Work Orders	
5	Asset Type/Class (i.e. Water main, signs, sidewalks, etc.)	H	Y		Lucity Streets/Roads, Lucity Bridges, Lucity Right-of-way, Lucity Signs, Lucity Street Lights, Lucity Signals, Lucity Fleet, Lucity Facilities, Lucity Equipment, Lucity Storm, Lucity Parks, Lucity Trees, Lucity Refuse & Recycling, Lucity GIS Desktop, Lucity GIS Web, Lucity Work Administrator, Lucity Work Orders	
6	Asset Subclass (i.e. buildings, pumps, etc.)	-				
7	Asset ID	H	Y		Lucity Streets/Roads, Lucity Bridges, Lucity Right-of-way, Lucity Signs, Lucity Street Lights, Lucity Signals, Lucity Fleet, Lucity Facilities, Lucity Equipment, Lucity Storm, Lucity Parks, Lucity Trees, Lucity Refuse & Recycling	

Priority

H - High | M - Medium | L - Low

Availability

Y - Yes | R - Reporting Tool | T - Third Party
M - Modification | F - Future | N - Not Available

Town of Jupiter, FL - Utility Billing Services & Enterprise Asset Management System Selection

Asset Management

4.2 - Asset Management				Signals, Lucy Fleet, Lucy Facilities, Lucy Equipment, Lucy Storm, Lucy Parks, Lucy Trees, Lucy Refus		
Objective: To optimally manage the physical assets to maximize the value.						
Number	Application Requirements	Priority	Availability	Cost	Required Product(s)	Comments
8	Asset Tag	H	Y		Lucity Streets/Roads, Lucity Bridges, Lucity Right-of-way, Lucity Signs, Lucity Street Lights, Lucity Signals, Lucity Fleet, Lucity Facilities, Lucity Equipment, Lucity Storm, Lucity Parks, Lucity Trees, Lucity Refuse & Recycling	
9	Enabled	H	Y		Lucity Streets/Roads, Lucity Bridges, Lucity Right-of-way, Lucity Signs, Lucity Street Lights, Lucity Signals, Lucity Fleet, Lucity Facilities, Lucity Equipment, Lucity Storm, Lucity Parks, Lucity Trees, Lucity Refuse & Recycling	
10	Sub Type	H	Y		Lucity Streets/Roads, Lucity Bridges, Lucity Right-of-way, Lucity Signs, Lucity Street Lights, Lucity Signals, Lucity Fleet, Lucity Facilities, Lucity Equipment, Lucity Storm, Lucity Parks, Lucity Trees, Lucity Refuse & Recycling	
11	Diameter	H	Y		Lucity Streets/Roads, Lucity Bridges, Lucity Right-of-way, Lucity Signs, Lucity Street Lights, Lucity Signals, Lucity Fleet, Lucity Facilities, Lucity Equipment, Lucity Storm, Lucity Parks, Lucity Trees, Lucity Refuse & Recycling	
12	Material	H	Y		Lucity Streets/Roads, Lucity Bridges, Lucity Right-of-way, Lucity Signs, Lucity Street Lights, Lucity Signals, Lucity Fleet, Lucity Facilities, Lucity Equipment, Lucity Storm, Lucity Parks, Lucity Trees, Lucity Refuse & Recycling	

Priority

H - High | M - Medium | L - Low

3 of 78

Availability

Y - Yes | R - Reporting Tool | T - Third Party
M - Modification | F - Future | N - Not Available

Town of Jupiter, FL - Utility Billing Services & Enterprise Asset Management System Selection

Asset Management

4.2 - Asset Management				ignals, Lucy Fleet, Lucy Facilities, Lucy Equipment, Lucy Storm, Lucy Parks, Lucy Trees, Lucy Refus		
Objective: To optimally manage the physical assets to maximize the value.						
Number	Application Requirements	Priority	Availability	Cost	Required Product(s)	Comments
13	Source	H	Y		Lucity Streets/Roads, Lucity Bridges, Lucity Right-of-way, Lucity Signs, Lucity Street Lights, Lucity Signals, Lucity Fleet, Lucity Facilities, Lucity Equipment, Lucity Storm, Lucity Parks, Lucity Trees, Lucity Refuse & Recycling	
14	Notes	H	Y		Lucity Streets/Roads, Lucity Bridges, Lucity Right-of-way, Lucity Signs, Lucity Street Lights, Lucity Signals, Lucity Fleet, Lucity Facilities, Lucity Equipment, Lucity Storm, Lucity Parks, Lucity Trees, Lucity Refuse & Recycling	
15	Length	H	Y		Lucity Streets/Roads, Lucity Bridges, Lucity Right-of-way, Lucity Signs, Lucity Street Lights, Lucity Signals, Lucity Fleet, Lucity Facilities, Lucity Equipment, Lucity Storm, Lucity Parks, Lucity Trees, Lucity Refuse & Recycling	
16	Owner	H	Y		Lucity Streets/Roads, Lucity Bridges, Lucity Right-of-way, Lucity Signs, Lucity Street Lights, Lucity Signals, Lucity Fleet, Lucity Facilities, Lucity Equipment, Lucity Storm, Lucity Parks, Lucity Trees, Lucity Refuse & Recycling	
17	Delivery Date	H	Y		Lucity Streets/Roads, Lucity Bridges, Lucity Right-of-way, Lucity Signs, Lucity Street Lights, Lucity Signals, Lucity Fleet, Lucity Facilities, Lucity Equipment, Lucity Storm, Lucity Parks, Lucity Trees, Lucity Refuse & Recycling	

Priority

H - High | M - Medium | L - Low

4 of 78

Availability

Y - Yes | R - Reporting Tool | T - Third Party
M - Modification | F - Future | N - Not Available

Town of Jupiter, FL - Utility Billing Services & Enterprise Asset Management System Selection

Asset Management

4.2 - Asset Management				Signals, Lucy Fleet, Lucy Facilities, Lucy Equipment, Lucy Storm, Lucy Parks, Lucy Trees, Lucy Refus		
Objective: To optimally manage the physical assets to maximize the value.						
Number	Application Requirements	Priority	Availability	Cost	Required Product(s)	Comments
18	Active / Inactive	H	Y		Lucity Streets/Roads, Lucity Bridges, Lucity Right-of-way, Lucity Signs, Lucity Street Lights, Lucity Signals, Lucity Fleet, Lucity Facilities, Lucity Equipment, Lucity Storm, Lucity Parks, Lucity Trees, Lucity Refuse & Recycling	
19	Facility Type	H	Y		Lucity Streets/Roads, Lucity Bridges, Lucity Right-of-way, Lucity Signs, Lucity Street Lights, Lucity Signals, Lucity Fleet, Lucity Facilities, Lucity Equipment, Lucity Storm, Lucity Parks, Lucity Trees, Lucity Refuse & Recycling	
20	Facility Name	H	Y		Lucity Streets/Roads, Lucity Bridges, Lucity Right-of-way, Lucity Signs, Lucity Street Lights, Lucity Signals, Lucity Fleet, Lucity Facilities, Lucity Equipment, Lucity Storm, Lucity Parks, Lucity Trees, Lucity Refuse & Recycling	
21	Comments	H	Y		Lucity Streets/Roads, Lucity Bridges, Lucity Right-of-way, Lucity Signs, Lucity Street Lights, Lucity Signals, Lucity Fleet, Lucity Facilities, Lucity Equipment, Lucity Storm, Lucity Parks, Lucity Trees, Lucity Refuse & Recycling	
22	Unlimited other user defined fields	H	Y		Lucity Streets/Roads, Lucity Bridges, Lucity Right-of-way, Lucity Signs, Lucity Street Lights, Lucity Signals, Lucity Fleet, Lucity Facilities, Lucity Equipment, Lucity Storm, Lucity Parks, Lucity Trees, Lucity Refuse & Recycling	

Priority

H - High | M - Medium | L - Low

5 of 78

Availability

Y - Yes | R - Reporting Tool | T - Third Party
M - Modification | F - Future | N - Not Available

Town of Jupiter, FL - Utility Billing Services & Enterprise Asset Management System Selection

Asset Management

4.2 - Asset Management

Objective: To optimally manage the physical assets to maximize the value.

Number	Application Requirements	Priority	Availability	Cost	Required Product(s)	Comments
23	Water Fitting	H	Y		Lucity Streets/Roads, Lucity Bridges, Lucity Right-of-way, Lucity Signs, Lucity Street Lights, Lucity Signals, Lucity Fleet, Lucity Facilities, Lucity Equipment, Lucity Storm, Lucity Parks, Lucity Trees, Lucity Refuse & Recycling	
24	Ancillary Role	H	Y		Lucity Streets/Roads, Lucity Bridges, Lucity Right-of-way, Lucity Signs, Lucity Street Lights, Lucity Signals, Lucity Fleet, Lucity Facilities, Lucity Equipment, Lucity Storm, Lucity Parks, Lucity Trees, Lucity Refuse & Recycling	
25	Fitting Type	H	Y		Lucity Streets/Roads, Lucity Bridges, Lucity Right-of-way, Lucity Signs, Lucity Street Lights, Lucity Signals, Lucity Fleet, Lucity Facilities, Lucity Equipment, Lucity Storm, Lucity Parks, Lucity Trees, Lucity Refuse & Recycling	
26	Notes	H	Y		Lucity Streets/Roads, Lucity Bridges, Lucity Right-of-way, Lucity Signs, Lucity Street Lights, Lucity Signals, Lucity Fleet, Lucity Facilities, Lucity Equipment, Lucity Storm, Lucity Parks, Lucity Trees, Lucity Refuse & Recycling	
27	Rotation	H	Y		Lucity Streets/Roads, Lucity Bridges, Lucity Right-of-way, Lucity Signs, Lucity Street Lights, Lucity Signals, Lucity Fleet, Lucity Facilities, Lucity Equipment, Lucity Storm, Lucity Parks, Lucity Trees, Lucity Refuse & Recycling	

Priority

H - High | M - Medium | L - Low

Availability

Y - Yes | R - Reporting Tool | T - Third Party
M - Modification | F - Future | N - Not Available

Town of Jupiter, FL - Utility Billing Services & Enterprise Asset Management System Selection

Asset Management

4.2 - Asset Management				ignals, Lucy Fleet, Lucy Facilities, Lucy Equipment, Lucy Storm, Lucy Parks, Lucy Trees, Lucy Refus		
Objective: To optimally manage the physical assets to maximize the value.						
Number	Application Requirements	Priority	Availability	Cost	Required Product(s)	Comments
28	Rotation	H	Y		Lucity Streets/Roads, Lucy Bridges, Lucy Right-of-way, Lucy Signs, Lucy Street Lights, Lucy Signals, Lucy Fleet, Lucy Facilities, Lucy Equipment, Lucy Storm, Lucy Parks, Lucy Trees, Lucy Refuse & Recycling	
29	Manufacturer	H	Y		Lucity Streets/Roads, Lucy Bridges, Lucy Right-of-way, Lucy Signs, Lucy Street Lights, Lucy Signals, Lucy Fleet, Lucy Facilities, Lucy Equipment, Lucy Storm, Lucy Parks, Lucy Trees, Lucy Refuse & Recycling	
30	Hydrant Year	H	Y		Lucity Streets/Roads, Lucy Bridges, Lucy Right-of-way, Lucy Signs, Lucy Street Lights, Lucy Signals, Lucy Fleet, Lucy Facilities, Lucy Equipment, Lucy Storm, Lucy Parks, Lucy Trees, Lucy Refuse & Recycling	
31	GPS X coordinate	H	Y		Lucity Streets/Roads, Lucy Bridges, Lucy Right-of-way, Lucy Signs, Lucy Street Lights, Lucy Signals, Lucy Fleet, Lucy Facilities, Lucy Equipment, Lucy Storm, Lucy Parks, Lucy Trees, Lucy Refuse & Recycling	
32	GPS Y coordinate	H	Y		Lucity Streets/Roads, Lucy Bridges, Lucy Right-of-way, Lucy Signs, Lucy Street Lights, Lucy Signals, Lucy Fleet, Lucy Facilities, Lucy Equipment, Lucy Storm, Lucy Parks, Lucy Trees, Lucy Refuse & Recycling	

Priority

H - High | M - Medium | L - Low

Availability

Y - Yes | R - Reporting Tool | T - Third Party
M - Modification | F - Future | N - Not Available

Town of Jupiter, FL - Utility Billing Services & Enterprise Asset Management System Selection

Asset Management

4.2 - Asset Management				Signals, Lucy Fleet, Lucy Facilities, Lucy Equipment, Lucy Storm, Lucy Parks, Lucy Trees, Lucy Refus		
Objective: To optimally manage the physical assets to maximize the value.						
Number	Application Requirements	Priority	Availability	Cost	Required Product(s)	Comments
33	Ancillary Role	H	Y		Lucity Streets/Roads, Lucity Bridges, Lucity Right-of-way, Lucity Signs, Lucity Street Lights, Lucity Signals, Lucity Fleet, Lucity Facilities, Lucity Equipment, Lucity Storm, Lucity Parks, Lucity Trees, Lucity Refuse & Recycling	
34	Enabled	H	Y		Lucity Streets/Roads, Lucity Bridges, Lucity Right-of-way, Lucity Signs, Lucity Street Lights, Lucity Signals, Lucity Fleet, Lucity Facilities, Lucity Equipment, Lucity Storm, Lucity Parks, Lucity Trees, Lucity Refuse & Recycling	
35	Open Status	H	Y		Lucity Streets/Roads, Lucity Bridges, Lucity Right-of-way, Lucity Signs, Lucity Street Lights, Lucity Signals, Lucity Fleet, Lucity Facilities, Lucity Equipment, Lucity Storm, Lucity Parks, Lucity Trees, Lucity Refuse & Recycling	
36	Field ID	H	Y		Lucity Streets/Roads, Lucity Bridges, Lucity Right-of-way, Lucity Signs, Lucity Street Lights, Lucity Signals, Lucity Fleet, Lucity Facilities, Lucity Equipment, Lucity Storm, Lucity Parks, Lucity Trees, Lucity Refuse & Recycling	
37	Up Diameter	M	Y		Lucity Streets/Roads, Lucity Bridges, Lucity Right-of-way, Lucity Signs, Lucity Street Lights, Lucity Signals, Lucity Fleet, Lucity Facilities, Lucity Equipment, Lucity Storm, Lucity Parks, Lucity Trees, Lucity Refuse & Recycling	

Priority

H - High | M - Medium | L - Low

Availability

Y - Yes | R - Reporting Tool | T - Third Party
M - Modification | F - Future | N - Not Available

Town of Jupiter, FL - Utility Billing Services & Enterprise Asset Management System Selection

Asset Management

4.2 - Asset Management				Signals, Lucy Fleet, Lucy Facilities, Lucy Equipment, Lucy Storm, Lucy Parks, Lucy Trees, Lucy Refus		
Objective: To optimally manage the physical assets to maximize the value.						
Number	Application Requirements	Priority	Availability	Cost	Required Product(s)	Comments
38	Up Material	M	Y		Lucity Streets/Roads, Lucity Bridges, Lucity Right-of-way, Lucity Signs, Lucity Street Lights, Lucity Signals, Lucity Fleet, Lucity Facilities, Lucity Equipment, Lucity Storm, Lucity Parks, Lucity Trees, Lucity Refuse & Recycling	
39	Up Depth	M	Y		Lucity Streets/Roads, Lucity Bridges, Lucity Right-of-way, Lucity Signs, Lucity Street Lights, Lucity Signals, Lucity Fleet, Lucity Facilities, Lucity Equipment, Lucity Storm, Lucity Parks, Lucity Trees, Lucity Refuse & Recycling	
40	Up Comm	M	Y		Lucity Streets/Roads, Lucity Bridges, Lucity Right-of-way, Lucity Signs, Lucity Street Lights, Lucity Signals, Lucity Fleet, Lucity Facilities, Lucity Equipment, Lucity Storm, Lucity Parks, Lucity Trees, Lucity Refuse & Recycling	
41	Up Notes	M	Y		Lucity Streets/Roads, Lucity Bridges, Lucity Right-of-way, Lucity Signs, Lucity Street Lights, Lucity Signals, Lucity Fleet, Lucity Facilities, Lucity Equipment, Lucity Storm, Lucity Parks, Lucity Trees, Lucity Refuse & Recycling	
42	Up Invert	M	Y		Lucity Streets/Roads, Lucity Bridges, Lucity Right-of-way, Lucity Signs, Lucity Street Lights, Lucity Signals, Lucity Fleet, Lucity Facilities, Lucity Equipment, Lucity Storm, Lucity Parks, Lucity Trees, Lucity Refuse & Recycling	

Priority

H - High | M - Medium | L - Low

9 of 78

Availability

Y - Yes | R - Reporting Tool | T - Third Party
M - Modification | F - Future | N - Not Available

Town of Jupiter, FL - Utility Billing Services & Enterprise Asset Management System Selection

Asset Management

4.2 - Asset Management				ignals, Lucy Fleet, Lucy Facilities, Lucy Equipment, Lucy Storm, Lucy Parks, Lucy Trees, Lucy Refus		
Objective: To optimally manage the physical assets to maximize the value.						
Number	Application Requirements	Priority	Availability	Cost	Required Product(s)	Comments
43	Down Diameter	M	Y		Lucity Streets/Roads, Lucy Bridges, Lucy Right-of-way, Lucy Signs, Lucy Street Lights, Lucy Signals, Lucy Fleet, Lucy Facilities, Lucy Equipment, Lucy Storm, Lucy Parks, Lucy Trees, Lucy Refuse & Recycling	
44	Down Material	M	Y		Lucity Streets/Roads, Lucy Bridges, Lucy Right-of-way, Lucy Signs, Lucy Street Lights, Lucy Signals, Lucy Fleet, Lucy Facilities, Lucy Equipment, Lucy Storm, Lucy Parks, Lucy Trees, Lucy Refuse & Recycling	
45	Down Depth	M	Y		Lucity Streets/Roads, Lucy Bridges, Lucy Right-of-way, Lucy Signs, Lucy Street Lights, Lucy Signals, Lucy Fleet, Lucy Facilities, Lucy Equipment, Lucy Storm, Lucy Parks, Lucy Trees, Lucy Refuse & Recycling	
46	Down Comm	M	Y		Lucity Streets/Roads, Lucy Bridges, Lucy Right-of-way, Lucy Signs, Lucy Street Lights, Lucy Signals, Lucy Fleet, Lucy Facilities, Lucy Equipment, Lucy Storm, Lucy Parks, Lucy Trees, Lucy Refuse & Recycling	
47	Down Notes	M	Y		Lucity Streets/Roads, Lucy Bridges, Lucy Right-of-way, Lucy Signs, Lucy Street Lights, Lucy Signals, Lucy Fleet, Lucy Facilities, Lucy Equipment, Lucy Storm, Lucy Parks, Lucy Trees, Lucy Refuse & Recycling	

Priority

H - High | M - Medium | L - Low

10 of 78

Availability

Y - Yes | R - Reporting Tool | T - Third Party
M - Modification | F - Future | N - Not Available

Town of Jupiter, FL - Utility Billing Services & Enterprise Asset Management System Selection

Asset Management

4.2 - Asset Management				Signals, Lucy Fleet, Lucy Facilities, Lucy Equipment, Lucy Storm, Lucy Parks, Lucy Trees, Lucy Refus		
Objective: To optimally manage the physical assets to maximize the value.						
Number	Application Requirements	Priority	Availability	Cost	Required Product(s)	Comments
48	Down Invert	M	Y		Lucity Streets/Roads, Lucity Bridges, Lucity Right-of-way, Lucity Signs, Lucity Street Lights, Lucity Signals, Lucity Fleet, Lucity Facilities, Lucity Equipment, Lucity Storm, Lucity Parks, Lucity Trees, Lucity Refuse & Recycling	
49	Field ID	M	Y		Lucity Streets/Roads, Lucity Bridges, Lucity Right-of-way, Lucity Signs, Lucity Street Lights, Lucity Signals, Lucity Fleet, Lucity Facilities, Lucity Equipment, Lucity Storm, Lucity Parks, Lucity Trees, Lucity Refuse & Recycling	
50	Feature ID	M	Y		Lucity Streets/Roads, Lucity Bridges, Lucity Right-of-way, Lucity Signs, Lucity Street Lights, Lucity Signals, Lucity Fleet, Lucity Facilities, Lucity Equipment, Lucity Storm, Lucity Parks, Lucity Trees, Lucity Refuse & Recycling	
51	Function	M	Y		Lucity Streets/Roads, Lucity Bridges, Lucity Right-of-way, Lucity Signs, Lucity Street Lights, Lucity Signals, Lucity Fleet, Lucity Facilities, Lucity Equipment, Lucity Storm, Lucity Parks, Lucity Trees, Lucity Refuse & Recycling	
52	Material	M	Y		Lucity Streets/Roads, Lucity Bridges, Lucity Right-of-way, Lucity Signs, Lucity Street Lights, Lucity Signals, Lucity Fleet, Lucity Facilities, Lucity Equipment, Lucity Storm, Lucity Parks, Lucity Trees, Lucity Refuse & Recycling	

Priority

H - High | M - Medium | L - Low

Availability

Y - Yes | R - Reporting Tool | T - Third Party
M - Modification | F - Future | N - Not Available

Town of Jupiter, FL - Utility Billing Services & Enterprise Asset Management System Selection

Asset Management

4.2 - Asset Management				signals, Lucy Fleet, Lucy Facilities, Lucy Equipment, Lucy Storm, Lucy Parks, Lucy Trees, Lucy Refus		
Objective: To optimally manage the physical assets to maximize the value.						
Number	Application Requirements	Priority	Availability	Cost	Required Product(s)	Comments
53	Depth	M	Y		Lucy Streets/Roads, Lucy Bridges, Lucy Right-of-way, Lucy Signs, Lucy Street Lights, Lucy Signals, Lucy Fleet, Lucy Facilities, Lucy Equipment, Lucy Storm, Lucy Parks, Lucy Trees, Lucy Refuse & Recycling	
54	System provides the ability to track the logistics and results of a Sewer video (TV) inspections, including the attachment of sewer video files (e.g. mpeg files)	H	Y		Lucy Storm, Lucy Storm TV Import	
55	Source Delivery Date	H	Y		Lucy Streets/Roads, Lucy Bridges, Lucy Right-of-way, Lucy Signs, Lucy Street Lights, Lucy Signals, Lucy Fleet, Lucy Facilities, Lucy Equipment, Lucy Storm, Lucy Parks, Lucy Trees, Lucy Refuse & Recycling	
56	Slope	H	Y		Lucy Streets/Roads, Lucy Bridges, Lucy Right-of-way, Lucy Signs, Lucy Street Lights, Lucy Signals, Lucy Fleet, Lucy Facilities, Lucy Equipment, Lucy Storm, Lucy Parks, Lucy Trees, Lucy Refuse & Recycling	
57	Tree ID number	H	Y		Lucy Streets/Roads, Lucy Bridges, Lucy Right-of-way, Lucy Signs, Lucy Street Lights, Lucy Signals, Lucy Fleet, Lucy Facilities, Lucy Equipment, Lucy Storm, Lucy Parks, Lucy Trees, Lucy Refuse & Recycling	

Priority

H - High | M - Medium | L - Low

Availability

Y - Yes | R - Reporting Tool | T - Third Party
M - Modification | F - Future | N - Not Available

Town of Jupiter, FL - Utility Billing Services & Enterprise Asset Management System Selection

Asset Management

4.2 - Asset Management

Objective: To optimally manage the physical assets to maximize the value.

Number	Application Requirements	Priority	Availability	Cost	Required Product(s)	Comments
58	Install Date	H	Y		Lucity Streets/Roads, Lucity Bridges, Lucity Right-of-way, Lucity Signs, Lucity Street Lights, Lucity Signals, Lucity Fleet, Lucity Facilities, Lucity Equipment, Lucity Storm, Lucity Parks, Lucity Trees, Lucity Refuse & Recycling	
59	Last Maintenance Date	H	Y		Lucity Streets/Roads, Lucity Bridges, Lucity Right-of-way, Lucity Signs, Lucity Street Lights, Lucity Signals, Lucity Fleet, Lucity Facilities, Lucity Equipment, Lucity Storm, Lucity Parks, Lucity Trees, Lucity Refuse & Recycling	
60	Last Inspection Date	H	Y		Lucity Streets/Roads, Lucity Bridges, Lucity Right-of-way, Lucity Signs, Lucity Street Lights, Lucity Signals, Lucity Fleet, Lucity Facilities, Lucity Equipment, Lucity Storm, Lucity Parks, Lucity Trees, Lucity Refuse & Recycling	
61	Street	H	Y		Lucity Streets/Roads, Lucity Bridges, Lucity Right-of-way, Lucity Signs, Lucity Street Lights, Lucity Signals, Lucity Fleet, Lucity Facilities, Lucity Equipment, Lucity Storm, Lucity Parks, Lucity Trees, Lucity Refuse & Recycling	
62	Address	H	Y		Lucity Streets/Roads, Lucity Bridges, Lucity Right-of-way, Lucity Signs, Lucity Street Lights, Lucity Signals, Lucity Fleet, Lucity Facilities, Lucity Equipment, Lucity Storm, Lucity Parks, Lucity Trees, Lucity Refuse & Recycling	
63	Tree site number	H	Y		Lucity Tree	
64	Tree location (front or side)	H	Y		Lucity Tree	

Priority

H - High | M - Medium | L - Low

13 of 78

Availability

Y - Yes | R - Reporting Tool | T - Third Party
M - Modification | F - Future | N - Not Available

Town of Jupiter, FL - Utility Billing Services & Enterprise Asset Management System Selection

Asset Management

4.2 - Asset Management				ignals, Lucy Fleet, Lucy Facilities, Lucy Equipment, Lucy Storm, Lucy Parks, Lucy Trees, Lucy Refus		
Objective: To optimally manage the physical assets to maximize the value.						
Number	Application Requirements	Priority	Availability	Cost	Required Product(s)	Comments
65	Species (common name)	H	Y		Lucity Tree	
66	Species (scientific name)	H	Y		Lucity Tree	
67	DBH (diameter)	H	Y		Lucity Tree	
68	Height	H	Y		Lucity Tree	
69	Pruning cycle	H	Y		Lucity Tree	
70	Insects	H	Y		Lucity Tree	
71	Disease	H	Y		Lucity Tree	
72	Condition	H	Y		Lucity Streets/Roads, Lucy Bridges, Lucy Right-of-way, Lucy Signs, Lucy Street Lights, Lucy Signals, Lucy Fleet, Lucy Facilities, Lucy Equipment, Lucy Storm, Lucy Parks, Lucy Trees, Lucy Refuse & Recycling	
73	Appraised value	H	Y		Lucity Tree	
74	Location / Park #	H	Y		Lucity Park, Lucy Tree	
75	Overhead utilities (presence/absence)	H	Y		Lucity Tree	
76	Terrace width	H	Y		Lucity Park, Lucy Tree	
77	Maintenance suggestions	H	Y		Lucity Streets/Roads, Lucy Bridges, Lucy Right-of-way, Lucy Signs, Lucy Street Lights, Lucy Signals, Lucy Fleet, Lucy Facilities, Lucy Equipment, Lucy Storm, Lucy Parks, Lucy Trees, Lucy Refuse & Recycling	
78	Approx. age at installation	H	Y		Lucity Streets/Roads, Lucy Bridges, Lucy Right-of-way, Lucy Signs, Lucy Street Lights, Lucy Signals, Lucy Fleet, Lucy Facilities, Lucy Equipment, Lucy Storm, Lucy Parks, Lucy Trees, Lucy Refuse & Recycling	
79	Injury/incident tracking	M	Y		Lucity Work Orders	
80	Ability to track vendor repair costs associated with equipment repairs on work orders and for generating reports	H	Y		Lucity Work Orders	
81	Ability to track equipment run time and be flexible to use either run hour, calendar time or pressure readings	H	Y		Lucity Equipment, Lucy Work Administrator	
82	Ability to schedule preventative maintenance by using the following means:	-				
83	interval of day	H	Y		Lucity Work Administrator	

Priority

H - High | M - Medium | L - Low

Availability

Y - Yes | R - Reporting Tool | T - Third Party
M - Modification | F - Future | N - Not Available

Town of Jupiter, FL - Utility Billing Services & Enterprise Asset Management System Selection

Asset Management

4.2 - Asset Management			Signals, Lucity Fleet, Lucity Facilities, Lucity Equipment, Lucity Storm, Lucity Parks, Lucity Trees, Lucity Refus			
Objective: To optimally manage the physical assets to maximize the value.						
Number	Application Requirements	Priority	Availability	Cost	Required Product(s)	Comments
84	from date last completed	H	Y		Lucity Work Administrator	
85	from date schedules	H	Y		Lucity Work Administrator	
86	by meter hours	H	Y		Lucity Work Administrator	
87	by gauge reading	H	Y		Lucity Work Administrator	
88	by the labor class assigned to a task	H	R		Lucity Work Administrator	
89	by the estimated hours to complete task	H	R		Lucity Work Administrator	
90	Ability to include detailed instructions on how to perform the task	H	Y		Lucity Work Administrator, Lucity Work Orders	
91	Ability to associate parts from inventory to a piece of equipment	H	Y		Lucity Equipment, Lucity Inventory Control	
92	Ability to associate parts from Inventory to complete scheduled tasks	H	Y		Lucity Work Orders	
93	Ability to associate task codes to each piece of equipment	H	Y		Lucity Work Administrator, Lucity Equipment	
94	Ability to link assets together by a master id	H	Y		Lucity Equipment	
95	System capacity to track enterprise assets is not limited by the number of assets	H	Y		Lucity Streets/Roads, Lucity Bridges, Lucity Right-of-way, Lucity Signs, Lucity Street Lights, Lucity Signals, Lucity Fleet, Lucity Facilities, Lucity Equipment, Lucity Storm, Lucity Parks, Lucity Trees, Lucity Refuse & Recycling	
96	System allows authorized system users to establish unique field characterizes for each enterprise asset record type, including which fields are required vs. optional	H	Y		Lucity Streets/Roads, Lucity Bridges, Lucity Right-of-way, Lucity Signs, Lucity Street Lights, Lucity Signals, Lucity Fleet, Lucity Facilities, Lucity Equipment, Lucity Storm, Lucity Parks, Lucity Trees, Lucity Refuse & Recycling	
97	System provides capability for any geographic feature type in the organization's ESRI GIS to be configured as an asset.	H	Y		Lucity Streets/Roads, Lucity Bridges, Lucity Right-of-way, Lucity Signs, Lucity Street Lights, Lucity Signals, Lucity Fleet, Lucity Facilities, Lucity Equipment, Lucity Storm, Lucity Parks, Lucity Trees, Lucity Refuse & Recycling, Lucity GIS Desktop, Lucity GIS Web, Lucity Work Administrator, Lucity Work Orders	

Priority

H - High | M - Medium | L - Low

15 of 78

Availability

Y - Yes | R - Reporting Tool | T - Third Party
M - Modification | F - Future | N - Not Available

Town of Jupiter, FL - Utility Billing Services & Enterprise Asset Management System Selection

Asset Management

4.2 - Asset Management				Signals, Lucy Fleet, Lucy Facilities, Lucy Equipment, Lucy Storm, Lucy Parks, Lucy Trees, Lucy Refus		
Objective: To optimally manage the physical assets to maximize the value.						
Number	Application Requirements	Priority	Availability	Cost	Required Product(s)	Comments
98	System provides ability to link and associate asset inventory to the related GIS asset record	H	Y		Lucity Streets/Roads, Lucity Bridges, Lucity Right-of-way, Lucity Signs, Lucity Street Lights, Lucity Signals, Lucity Fleet, Lucity Facilities, Lucity Equipment, Lucity Storm, Lucity Parks, Lucity Trees, Lucity Refuse & Recycling, Lucity GIS Desktop, Lucity GIS Web, Lucity Work Administrator, Lucity Work Orders	
99	System provides functionality to evaluate operational cost of different maintenance scenarios over a period of time	H	Y		Lucity Work Administrator	
100	System provides functionality to schedule, manage and track enterprise asset maintenance schedules, programs and activities	H	Y		Lucity Work Administrator	
101	System provides for both reactive and preventative asset maintenance of geo-coded enterprise assets System integrates with ESRI GIS to expedite work order creation for enterprise assets	H	Y		Lucity Work Orders, Lucity GIS	
102	System provides work scheduling features with the related reporting and integration to staff schedules	H	Y		Lucity Work Administrator	
103	System architecture allows for mobile access to system resources though field devices	H	Y		Lucity Mobile	
104	System provides functionality to assist with collecting and inventorying enterprise assets	H	Y		Lucity Streets/Roads, Lucity Bridges, Lucity Right-of-way, Lucity Signs, Lucity Street Lights, Lucity Signals, Lucity Fleet, Lucity Facilities, Lucity Equipment, Lucity Storm, Lucity Parks, Lucity Trees, Lucity Refuse & Recycling	
105	System provides functionality to manage asset inspections / maintenance	H	Y		Lucity Streets/Roads, Lucity Bridges, Lucity Right-of-way, Lucity Signs, Lucity Street Lights, Lucity Signals, Lucity Fleet, Lucity Facilities, Lucity Equipment, Lucity Storm, Lucity Parks, Lucity Trees, Lucity Refuse & Recycling, Lucity GIS Desktop, Lucity GIS Web, Lucity Work Administrator, Lucity Work Orders	

Priority

H - High | M - Medium | L - Low

16 of 78

Availability

Y - Yes | R - Reporting Tool | T - Third Party
M - Modification | F - Future | N - Not Available

Town of Jupiter, FL - Utility Billing Services & Enterprise Asset Management System Selection

Asset Management

4.2 - Asset Management				Signals, Lucity Fleet, Lucity Facilities, Lucity Equipment, Lucity Storm, Lucity Parks, Lucity Trees, Lucity Refus		
Objective: To optimally manage the physical assets to maximize the value.						
Number	Application Requirements	Priority	Availability	Cost	Required Product(s)	Comments
106	System provides functionality to administer and track results of tests, inspections and permits on enterprise assets	H	Y		Lucity Streets/Roads, Lucity Bridges, Lucity Right-of-way, Lucity Signs, Lucity Street Lights, Lucity Signals, Lucity Fleet, Lucity Facilities, Lucity Equipment, Lucity Storm, Lucity Parks, Lucity Trees, Lucity Refuse & Recycling, Lucity GIS Desktop, Lucity GIS Web, Lucity Work Administrator, Lucity Work Orders	
107	System provides functionality to track condition assessments, asset performance and track level of risk / priority	H	Y		Lucity Streets/Roads, Lucity Bridges, Lucity Right-of-way, Lucity Signs, Lucity Street Lights, Lucity Signals, Lucity Fleet, Lucity Facilities, Lucity Equipment, Lucity Storm, Lucity Parks, Lucity Trees, Lucity Refuse & Recycling	
108	System historical asset tracking includes maintenance and condition assessment data.	H	Y		Lucity Streets/Roads, Lucity Bridges, Lucity Right-of-way, Lucity Signs, Lucity Street Lights, Lucity Signals, Lucity Fleet, Lucity Facilities, Lucity Equipment, Lucity Storm, Lucity Parks, Lucity Trees, Lucity Refuse & Recycling, Lucity GIS Desktop, Lucity GIS Web, Lucity Work Administrator, Lucity Work Orders	
109	System provides features to track asset inventory history through the lifetime of the asset.	H	Y		Lucity Streets/Roads, Lucity Bridges, Lucity Right-of-way, Lucity Signs, Lucity Street Lights, Lucity Signals, Lucity Fleet, Lucity Facilities, Lucity Equipment, Lucity Storm, Lucity Parks, Lucity Trees, Lucity Refuse & Recycling	

Priority

H - High | M - Medium | L - Low

Availability

Y - Yes | R - Reporting Tool | T - Third Party
M - Modification | F - Future | N - Not Available

Town of Jupiter, FL - Utility Billing Services & Enterprise Asset Management System Selection

Asset Management

4.2 - Asset Management				Signals, Lucity Fleet, Lucity Facilities, Lucity Equipment, Lucity Storm, Lucity Parks, Lucity Trees, Lucity Refus		
Objective: To optimally manage the physical assets to maximize the value.						
Number	Application Requirements	Priority	Availability	Cost	Required Product(s)	Comments
110	Ability to track each asset's condition, value, preventative maintenance schedule, and historical maintenance records to assist with GASB 34/35, CMOM (Capacity, Operations, Management and Maintenance) and NPDES (National Pollutant Discharge Elimination System) reporting.	H	Y		Lucity Streets/Roads, Lucity Bridges, Lucity Right-of-way, Lucity Signs, Lucity Street Lights, Lucity Signals, Lucity Fleet, Lucity Facilities, Lucity Equipment, Lucity Storm, Lucity Parks, Lucity Trees, Lucity Refuse & Recycling, Lucity GIS Desktop, Lucity GIS Web, Lucity Work Administrator, Lucity Work Orders	
111	System assists asset management budgeting, providing features to assist with planning for maintenance management activities	H	Y		Lucity Work Administrator	
112	System integrates with GIS to assist with visualizing the location of capital cost information for geo-coded enterprise assets	H	Y		Lucity Streets/Roads, Lucity Bridges, Lucity Right-of-way, Lucity Signs, Lucity Street Lights, Lucity Signals, Lucity Fleet, Lucity Facilities, Lucity Equipment, Lucity Storm, Lucity Parks, Lucity Trees, Lucity Refuse & Recycling, Lucity GIS Desktop, Lucity GIS Web, Lucity Work Administrator, Lucity Work Orders	
113	System's geobase is a centralized geobase database that is synchronized with existing organization's ESRI GIS architecture	H	Y		Lucity Streets/Roads, Lucity Bridges, Lucity Right-of-way, Lucity Signs, Lucity Street Lights, Lucity Signals, Lucity Fleet, Lucity Facilities, Lucity Equipment, Lucity Storm, Lucity Parks, Lucity Trees, Lucity Refuse & Recycling, Lucity GIS Desktop, Lucity GIS Web, Lucity Work Administrator, Lucity Work Orders	

Priority

H - High | M - Medium | L - Low

18 of 78

Availability

Y - Yes | R - Reporting Tool | T - Third Party
M - Modification | F - Future | N - Not Available

Town of Jupiter, FL - Utility Billing Services & Enterprise Asset Management System Selection

Asset Management

4.2 - Asset Management				ignals, Lucy Fleet, Lucy Facilities, Lucy Equipment, Lucy Storm, Lucy Parks, Lucy Trees, Lucy Refus		
Objective: To optimally manage the physical assets to maximize the value.						
Number	Application Requirements	Priority	Availability	Cost	Required Product(s)	Comments
114	System provides referential integrity to the geobase database at the system database level (i.e. not via the client application)	H	Y		Lucity Streets/Roads, Lucy Bridges, Lucy Right-of-way, Lucy Signs, Lucy Street Lights, Lucy Signals, Lucy Fleet, Lucy Facilities, Lucy Equipment, Lucy Storm, Lucy Parks, Lucy Trees, Lucy Refuse & Recycling, Lucy GIS Desktop, Lucy GIS Web, Lucy Work Administrator, Lucy Work Orders	
115	Ability to report/inquire on every field with sorting and grouping capabilities	H	Y		Lucity Streets/Roads, Lucy Bridges, Lucy Right-of-way, Lucy Signs, Lucy Street Lights, Lucy Signals, Lucy Fleet, Lucy Facilities, Lucy Equipment, Lucy Storm, Lucy Parks, Lucy Trees, Lucy Refuse & Recycling, Lucy GIS Desktop, Lucy GIS Web, Lucy Work Administrator, Lucy Work Orders	
116	Ability to attach photos and or documents to equipment	H	Y		Lucity Streets/Roads, Lucy Bridges, Lucy Right-of-way, Lucy Signs, Lucy Street Lights, Lucy Signals, Lucy Fleet, Lucy Facilities, Lucy Equipment, Lucy Storm, Lucy Parks, Lucy Trees, Lucy Refuse & Recycling	
117	Ability to track assets by barcodes	H	Y		Lucity Streets/Roads, Lucy Bridges, Lucy Right-of-way, Lucy Signs, Lucy Street Lights, Lucy Signals, Lucy Fleet, Lucy Facilities, Lucy Equipment, Lucy Storm, Lucy Parks, Lucy Trees, Lucy Refuse & Recycling	

Priority

H - High | M - Medium | L - Low

Availability

Y - Yes | R - Reporting Tool | T - Third Party
M - Modification | F - Future | N - Not Available

Town of Jupiter, FL - Utility Billing Services & Enterprise Asset Management System Selection

Cash Receipting

Advanced Utility Systems (Prime)	
Code	Availability Definition
Y	Functionality is provided out of the box through the completion of a task associated with a routine configurable area that includes, but is not limited to, user-defined fields, delivered or configurable workflows, alerts or notifications, standard import/export, table driven setups and standard reports with no changes. These configuration areas will not be affected by a future upgrade. The proposed services include implementation and training on this functionality, unless specifically excluded in the Statement of Work, as part of the deployment of the solution.
R	Functionality is provided through reports generated using proposed Reporting Tools.
T	Functionality is provided by proposed third party functionality (i.e., third party is defined as a separate software vendor from the primary software vendor). The pricing of all third party products that provide this functionality MUST be included in the cost proposal.
M	Functionality is provided through customization to the application, including creation of a new workflow or development of a custom interface, that may have an impact on future upgradability.
F	Functionality is provided through a future release that is to be available within 1 year of the proposal response.
N	Functionality is not provided.

4.3 - Cash Receipting				iNovah2		
Objective: Upgrading and centralizing the cash receipting and point-of-sale system to streamline the processing of revenues collected from the federal, state, individual citizens, and local businesses.						
Number	Application Requirements	Priority	Availability	Cost	Required Product(s)	Comments
1	Daily Processing					
2	Ability to accept multiple payment types including:	-			iNovah2	
3	Cash	H	Y		iNovah2	
4	Checks	H	Y		iNovah2	
5	Credit cards	H	Y		iNovah2	iNovah is PCI PA-DSS Certified to process credit and PIN Debit tenders. Requires integration to PCI certified payment gateway provider and a swipe/PIN pad device.
6	Debit cards	M	Y		iNovah2	iNovah is PCI PA-DSS Certified to process credit and PIN Debit tenders. Requires integration to PCI certified payment gateway provider and a swipe/PIN pad device.
7	Money order	H	Y		iNovah2	
8	Credit memo (internal)	L	Y		iNovah2	
9	ACH	H	Y		iNovah2	
10	EFT	H	Y		iNovah2	
11	Internet e-payments	H	Y		iNovah2	iNovah supports web cart payments via a customizable consumer facing web solution called iCart. The iCart is designed to work with the same payment gateway provider used for OTC payments.
12	Imported payment file	H	Y		iNovah2	
13	Lock Box	H	Y		iNovah2	via Lockbox Import
14	Other/Miscellaneous	H	Y		iNovah2	The user has the ability to configure unlimited internally defined tender types.
15	Ability to establish unique personnel identification numbers with authority to perform specific functions.	H	Y		iNovah2	Each payment is assigned a unique (system generated) receipt number.

Priority

H - High | M - Medium | L - Low

20 of 78

Availability

Y - Yes | R - Reporting Tool | T - Third Party
M - Modification | F - Future | N - Not Available

Town of Jupiter, FL - Utility Billing Services & Enterprise Asset Management System Selection

Cash Receipting

4.3 - Cash Receipting			iNovah2			
Objective: Upgrading and centralizing the cash receipting and point-of-sale system to streamline the processing of revenues collected from the federal, state, individual citizens, and local businesses.						
Number	Application Requirements	Priority	Availability	Cost	Required Product(s)	Comments
16	Point-of-Sale (POS) System					
17	Ability to connect Point of sale (POS) terminals to the system within the departments where volume of transactions warrants the use.	H	Y		iNovah2	
18	Ability to accommodate numerous P.O.S. terminals and consolidate all P.O.S. terminal receipts at day's end.	H	Y		iNovah2	
19	Ability to use extensive on-line inquiry (via the P.O.S. terminal) and printout of customer account history and current balances.	H	Y		iNovah2	Achieved through web service or DB stored procedure interface.
20	Ability to sort POS transactions by:	-			iNovah2	
21	Division/Department	H	R		iNovah2	
22	Date (or date range)	H	R		iNovah2	
23	Time (or time range)	H	R		iNovah2	
24	Transaction Type	H	R		iNovah2	
25	Transaction Amount	H	R		iNovah2	
26	Ability to assign multiple operators per drawer/register.	H	Y		iNovah2	
27	Ability to provide multiple drawer functionality.	H	Y		iNovah2	Up to two active cash drawers per workstation.
28	Ability to provide both cash register and cash drawer functions.	H	Y		iNovah2	
29	Ability to accept over-the-counter cash register (i.e., point-of-sale-terminal) payments from multiple departments distributed around the organization.	H	Y		iNovah2	Managed thorough user permissions.
30	Ability to accept over-the-counter payments and generate appropriate credit.	H	Y		iNovah2	
31	Ability to quickly access a menu of receivable types when accepting payments over-the-counter.	H	Y		iNovah2	
32	Ability to quickly access a menu of charge code types when accepting payments over-the-counter.	H	Y		iNovah2	
33	Ability to search by charge code/description when entering in a transaction.	H	Y		iNovah2	
34	Ability to filter the list of AR and charge codes when processing a payment based on the user's location.	H	Y		iNovah2	
35	Ability to restrict payment to cash only as directed by item alerts.	H	Y		iNovah2	Usually achieved by the presense of a certain flag type
36	Ability to validate cash by denomination on an individual transaction.	L	N		iNovah2	
37	Ability to calculate the amount of change due back from amount tendered.	H	Y		iNovah2	
38	Ability to void all or part of a transaction independent of batch status.	M	N		iNovah2	A batch status must be "open" in order to process a void.
39	Ability for cash receipting solution to be certified to Check 21 compliance standards.	H	Y		iNovah2	OPTIONAL: iNovah offers an optional check21 module that allows scanned check tender images to be converted into an ICL check 21 virtual deposit file.
40	Ability to image checks and associated attachments.	H	Y		iNovah2	facilitated by a Canon CR scanner.
41	Payment and Receipt Processing					
42	Ability to define batch payment creation (electronic Checks, over the counter, mail, etc.).	H	Y		iNovah2	User's can configure different "collection points".

Priority

H - High | M - Medium | L - Low

21 of 78

Availability

Y - Yes | R - Reporting Tool | T - Third Party
M - Modification | F - Future | N - Not Available

Town of Jupiter, FL - Utility Billing Services & Enterprise Asset Management System Selection

Cash Receipting

4.3 - Cash Receipting				iNovah2		
Objective: Upgrading and centralizing the cash receipting and point-of-sale system to streamline the processing of revenues collected from the federal, state, individual citizens, and local businesses.						
Number	Application Requirements	Priority	Availability	Cost	Required Product(s)	Comments
43	Ability to include the following information on receipts for individual transactions:	-			iNovah2	
44	Name of entry clerk	H	Y		iNovah2	
45	Customer Name	H	Y		iNovah2	
46	A/R Account number	H	Y		iNovah2	
47	G/L Account coding	H	Y		iNovah2	
48	Description for the receipt	H	Y		iNovah2	
49	Amount	H	Y		iNovah2	
50	Check number (if payment by check)	H	Y		iNovah2	
51	Tender Method (check, cash)	H	Y		iNovah2	
52	Project or Grant Number	H	Y		iNovah2	
53	Type of Credit Card (if applicable i.e. visa, mastercard, etc.)	H	Y		iNovah2	
54	Ability to print receipts upon request at any point in time.	H	Y		iNovah2	
55	Ability to print customer name, customer address and operator on receipts as well as allow an authorized signature.	H	Y		iNovah2	
56	Ability to print user configurable comments and messages on the receipt.	H	Y		iNovah2	
57	Ability to track and search receipts by:	-			iNovah2	
58	Department	H	Y		iNovah2	
59	Key Code / CR Type	H	Y		iNovah2	
60	Amount Due	H	Y		iNovah2	
61	Amount Paid	H	Y		iNovah2	
62	Receipt Number/Document Number	H	Y		iNovah2	
63	Terminal	H	Y		iNovah2	
64	Clerk Name	H	Y		iNovah2	
65	Entry Date	H	Y		iNovah2	
66	Posting Date	M	Y		iNovah2	
67	Time of Day	M	Y		iNovah2	
68	Day of Week/Business Day	H	Y		iNovah2	
69	Day of Month	H	Y		iNovah2	
70	GL Account Receipted	H	Y		iNovah2	
71	Type of Payment	H	Y		iNovah2	
72	Type of Bill	H	Y		iNovah2	
73	Customer/Type	H	Y		iNovah2	
74	Customer (Number/Name)	H	Y		iNovah2	
75	Deposit Reconciliation Location Code	H	Y		iNovah2	
76	Bank Account	H	Y		iNovah2	
77	Ability to see the full account description when processing a receipt.	H	Y		iNovah2	
78	Ability to have an unlimited number of detail lines per receipt	M	Y		iNovah2	
79	Ability to take receipts offline in the system when the main system is non operational (down for maintenance, etc.) and upload after the fact.	H	Y		iNovah2	

Priority

H - High | M - Medium | L - Low

Availability

Y - Yes | R - Reporting Tool | T - Third Party
M - Modification | F - Future | N - Not Available

Town of Jupiter, FL - Utility Billing Services & Enterprise Asset Management System Selection

Cash Receipting

4.3 - Cash Receipting				iNovah2		
Objective: Upgrading and centralizing the cash receipting and point-of-sale system to streamline the processing of revenues collected from the federal, state, individual citizens, and local businesses.						
Number	Application Requirements	Priority	Availability	Cost	Required Product(s)	Comments
80	Ability to specify the order in which receipts are processed against outstanding receivables with the option of overriding the order. This would include outstanding receivables across all modules.	M	Y		iNovah2	iNovah can support this level of detail but this logic must be defined by the user.
81	Ability to prepare receipts for departments without a point of sale terminal.	H	Y		iNovah2	A receipt printer is highly recommended, but not necessary. Certain workstations can be configured to print receipts to a local or network printer.
82	Ability to customize detailed customer receipts, including but not limited to amount owed and received, type of payment, check number, account number, and transaction number.	H	Y		iNovah2	
83	Ability to designate whether a transaction was post-marked on-time to remove potential interest that may be applied to the bill associated with that payment.	H	Y		iNovah2	
84	Ability to place receipts on "hold" for subsequent release by finance staff.	M	Y		iNovah2	
85	Ability to release "held" receipts based on user authorization.	M	Y		iNovah2	
86	Ability to define security between users who are allowed to place receipts on "hold" and those that are allowed to "release" receipts.	M	Y		iNovah2	
87	Ability to assign each transaction a unique receipt number which is auto-generated by the system.	H	Y		iNovah2	
88	Ability for the receipt numbering system to automatically reset itself based on user defined parameters	H	Y		iNovah2	Though not recommended, a user may "reset" receipt number assignments via approved DB script.
89	Ability to have receipt number ranges or receipt number format "masks" to be associated to a department or user.	L	N		iNovah2	
90	Ability to have receipts remain fully editable until the time they are printed and posted.	H	Y		iNovah2	
91	Ability to associate a receipt with the specific user who created it.	H	Y		iNovah2	
92	Ability to void an unposted receipt.	H	Y		iNovah2	
93	Ability to have 24 hour access to the system for receipt functionality (online payment & IVR)	H	Y		iNovah2	iNovah has a public API that is allowed to call inquiry and payment functions remotely.
94	Ability to use Optical Character Recognition (OCR) or laser bar code readers for scanning receipted bills.	H	Y		iNovah2	Achieved through the Canon CR-50
95	Ability to centralize receipting of mailed checks.	H	Y		iNovah2	
96	Ability to take payments and recognize revenue even when a receivable has not been established.	H	Y		iNovah2	
97	Ability to, with proper authorization, have any customer pay any invoice of another customer	H	Y		iNovah2	
98	Ability to apply a payment to multiple invoices or G/L accounts.	H	Y		iNovah2	
99	Ability to accept mail-in payments via multiple batch entry	H	Y		iNovah2	
100	Ability to accept partial payments to reduce receivable amounts.	H	Y		iNovah2	
101	Ability to process credit memos.	H	Y		iNovah2	Payment void

Priority

H - High | M - Medium | L - Low

Availability

Y - Yes | R - Reporting Tool | T - Third Party
M - Modification | F - Future | N - Not Available

Town of Jupiter, FL - Utility Billing Services & Enterprise Asset Management System Selection

Cash Receipting

4.3 - Cash Receipting				iNovah2		
Objective: Upgrading and centralizing the cash receipting and point-of-sale system to streamline the processing of revenues collected from the federal, state, individual citizens, and local businesses.						
Number	Application Requirements	Priority	Availability	Cost	Required Product(s)	Comments
102	Ability to pay multiple bills with a single payment w/description	H	Y		iNovah2	
103	Ability to accommodate multiple check/cash payments for single bill	H	Y		iNovah2	
104	Ability to endorse/validate multiple checks, bills, and documents within a single transaction	H	Y		iNovah2	
105	Ability to print account number and transaction number on checks receipted	H	Y		iNovah2	
106	Ability to print magnetic inscription of amount receipted on checks	H	N		iNovah2	
107	Ability to accept full or partial payments and payments without prior bill. Accepts deposits, bonds, etc.	H	Y		iNovah2	
108	Ability to support multiple depository bank accounts and create separate bank deposit slips.	H	Y		iNovah2	
109	Ability to key in the following information:	-			iNovah2	
110	Receipt date (defaults to current date)	H	N		iNovah2	This would breach system and user audit integrity.
111	User name (drawer)	H	N		iNovah2	This would impact the legitimacy of a system generated audit of user activities. (Who did what and when)
112	For each line item on the receipt the following information is entered: fund, amount, type (cash, credit card, check, etc.)	H	N		iNovah2	This would breach system and user audit integrity.
113	Receipt total	H	N		iNovah2	This would breach system and user audit integrity.
114	Ability to automatically allocate receipts to several accounts.	H	Y		iNovah2	
115	Ability to enter comments (to be used internally) at time of receipt.	H	Y		iNovah2	
116	Ability to define multiple payment types (i.e., EFT, money order) on the same transaction.	H	Y		iNovah2	
117	Ability to reprint duplicate receipts.	H	Y		iNovah2	
118	Ability to accept grant/bond revenues for distribution to appropriate accounts.	H	Y		iNovah2	
119	Ability to receipt, apply and refund performance and other types of bonds.	H	Y		iNovah2	
120	Ability to provide pre-coded templates for ease of input.	H	Y		iNovah2	
121	Ability to override who is making the payment versus the name on the account when processing a payment.	H	N		iNovah2	This would breach system and user audit integrity. Payment batches cannot be shared or re-assigned.
122	Ability to inquire the lists of pre-coded transaction templates assigned to each department (i.e. department X receipts against GL account code Y for the Z transaction).	H	Y		iNovah2	
123	Ability to automatically retrieve account information including amount owed from scanned bills. User only has to "key in" amount paid, if different from amount owed.	H	Y		iNovah2	
124	Ability to prompt user at time of entry/scan that the account being receipted to has had a history of bad checks.	H	Y		iNovah2	Depends on the presense of a certain flag
125	Ability to perform online entry of remittance information by the department as payment is received, including account distribution.	H	Y		iNovah2	

Priority

H - High | M - Medium | L - Low

24 of 78

Availability

Y - Yes | R - Reporting Tool | T - Third Party
M - Modification | F - Future | N - Not Available

Town of Jupiter, FL - Utility Billing Services & Enterprise Asset Management System Selection

Cash Receipting

4.3 - Cash Receipting				iNovah2		
Objective: Upgrading and centralizing the cash receipting and point-of-sale system to streamline the processing of revenues collected from the federal, state, individual citizens, and local businesses.						
Number	Application Requirements	Priority	Availability	Cost	Required Product(s)	Comments
126	On-Line Payment Processing					
127	System has the ability to process on-line payments made via:	-			iNovah2	
128	Credit Cards / Debit Cards	H	Y		iNovah2	Facilitated by iNovah cart solution and gateway provider.
129	Electronic Funds Transfer (EFT)	H	Y		iNovah2	Can be facilitated via iNovah or gateway provider
130	Electronic Checks	H	Y		iNovah2	Depends on the ability of the selected gateway provider
131	System is capable of processing recurring on-line payments.	H	Y		iNovah2	Depends on the capabilities of the gateway provider.
132	Ability to perform Electronic Transaction Receipting (includes Internet E-payments).	H	Y		iNovah2	Depends on the capabilities of the gateway provider.
133	Deposits					
134	Ability to track and maintain customer draw down accounts / retainers where customer pre-pays (e.g., deposits, escrows, pre-pays, impact certificates) and as transactions occur/services provided, the balance is adjusted down.	H	Y		iNovah2	
135	Ability to have multiple individual receipts per deposit.	H	Y		iNovah2	
136	Ability to perform after-the-fact adjustments to deposits w/approvals.	H	Y		iNovah2	
137	Ability for Finance to check validity of deposits.	H	Y		iNovah2	
138	Direct Deposits					
139	Ability to process direct deposits and match them with the relevant customer invoice.	H	N		iNovah2	
140	Ability to cancel any direct deposit payment.	H	N		iNovah2	
141	Ability to enter a reason code to enter a reason for canceling the direct deposit payment.	H	N		iNovah2	
142	Credit Card Processing					
143	Solution conforms to Payment Card Industry (PCI) standards and has received PA-DSS certification.	H	Y		iNovah2	
144	Ability to generate credit card authorizations.	H	Y		iNovah2	
145	Ability to print credit card receipts with authorization number.	H	Y		iNovah2	
146	Ability to support credit card refunds.	H	Y		iNovah2	
147	Ability to support multiple Merchant ID for each physical location for accepting credit cards.	H	Y		iNovah2	
148	Closing, Balancing and Depositing					
149	Ability to close registers at the end of the day to a holding area until they are later approved and posted. Summary information is posted to the G/L with drill down capabilities and the detail receipt information posted to the individual modules.	H	Y		iNovah2	
150	Ability to provide detail to support daily closing at the department/cash register level and monthly bank account reconciliation at the overall level.	H	R		iNovah2	
151	Ability to balance cash drawers at any point in time.	H	Y		iNovah2	

Priority

H - High | M - Medium | L - Low

Availability

Y - Yes | R - Reporting Tool | T - Third Party
M - Modification | F - Future | N - Not Available

Town of Jupiter, FL - Utility Billing Services & Enterprise Asset Management System Selection

Cash Receipting

4.3 - Cash Receipting				iNovah2		
Objective: Upgrading and centralizing the cash receipting and point-of-sale system to streamline the processing of revenues collected from the federal, state, individual citizens, and local businesses.						
Number	Application Requirements	Priority	Availability	Cost	Required Product(s)	Comments
152	Ability to distinguish among cash, check or credit card payment and to provide separate totals at days end to assist in balancing the drawer.	H	Y		iNovah2	
153	Ability to summarize and post daily cash receipts by validated General Ledger account.	H	Y		iNovah2	
154	Ability to assign a department to a batch and change the department on the batch without closing the batch.	L	Y		iNovah2	
155	Ability for tenders within a batch to have different deposit references by tender type.	H	Y		iNovah2	
156	Ability to settle batches individually versus all open batches.	H	Y		iNovah2	
157	Ability to edit on-line and correct transaction errors prior to posting with proper authorization.	H	Y		iNovah2	
158	Ability to enter cash count of bills for each denomination for individual receipt balancing.	H	Y		iNovah2	Via iNovah Cash Counter
159	Ability to balance cash/checks for each receipt prior to release.	H	Y		iNovah2	
160	Ability to enter check list for individual receipt balancing.	L	Y		iNovah2	
161	Ability to support multiple depository bank accounts and create separate bank deposit slips.	H	Y		iNovah2	
162	Ability to assign a bank deposit reconciliation code with each user.	L	Y		iNovah2	
163	Ability to print deposit ticket with appropriate deposit reconciliation code.	M	Y		iNovah2	
164	Ability to assign a bank bag number to each deposit slip.	L	N		iNovah2	
165	Ability to provide end-of-day check list by user detailing each check included in a deposit.	H	Y		iNovah2	
166	Ability to provide end-of-day cash report for balancing and deposit purposes.	H	R		iNovah2	
167	Ability to process NSF checks as a reversal to the original revenue posting.	H	Y		iNovah2	Payment void
168	Interfaces					
169	Ability to provide Centralized Cashiering functionality that will receipt payments for Utility Billing customers and update the appropriate receivable accounts	H	Y		iNovah2	
170	Ability to have integration with electronic signature receipt devices	H	Y		iNovah2	VeriFone MX 870 and 850
171	Reporting					
172	Ability to search and report on historical cash receipts by any field captured within the receipt.	H	R		iNovah2	
173	Ability to create a Daily Receipts Detail Report.	H	R		iNovah2	
174	Ability to create an aging report of receipts on Hold.	L	R		iNovah2	
175	Ability to create a User/P.O.S. Terminal Productivity Report, showing number of transactions processed per day, by operator, by P.O.S. terminal, and by transaction type. Shows average time to process a transaction.	M	R		iNovah2	
176	Ability to create a Bank Reconciliation Report, listing amounts deposited into each account, and total deposits compared with cash receipts for that date.	H	R		iNovah2	
177	Ability to create a Bank Totals Report, Showing Bank Code, Bank Number, Bank Name and Address, and Deposit Amount.	H	R		iNovah2	

Priority

H - High | M - Medium | L - Low

Availability

Y - Yes | R - Reporting Tool | T - Third Party
M - Modification | F - Future | N - Not Available

Town of Jupiter, FL - Utility Billing Services & Enterprise Asset Management System Selection

Cash Receipting

4.3 - Cash Receipting				iNovah2		
Objective: Upgrading and centralizing the cash receipting and point-of-sale system to streamline the processing of revenues collected from the federal, state, individual citizens, and local businesses.						
Number	Application Requirements	Priority	Availability	Cost	Required Product(s)	Comments
178	Ability to create a Detailed Receipt Report, Showing Receipt number, entry date, user name, notes, receipt type, payment method. Within receipt type, the report shows the GL Note, GL number, bank code, and amount. Run by department, sorted by payment method.	H	R		iNovah2	
179	Ability to report based on user defined period-to-date; summary or detail.	H	R		iNovah2	
180	Ability to provide a deposit recap report.	H	R		iNovah2	
181	Ability to create a Revenue Report, by account and/or by department. Shows current period receipts and expenses, monthly budget, YTD budget, YTD received, remaining and total budget.	H	R		iNovah2	
182	Ability to create an Audit Trail of all receipts and postings for a user-specified time period. Includes transaction number of each receipt and G/L transaction.	H	R		iNovah2	

Priority

H - High | M - Medium | L - Low

Availability

Y - Yes | R - Reporting Tool | T - Third Party
M - Modification | F - Future | N - Not Available

Town of Jupiter, FL - Utility Billing Services & Enterprise Asset Management System Selection
Facilities Management

Advanced Utility Systems (Prime)	
Code	Availability Definition
Y	Functionality is provided out of the box through the completion of a task associated with a routine configurable area that includes, but is not limited to, user-defined fields, delivered or configurable workflows, alerts or notifications, standard import/export, table driven setups and standard reports with no changes. These configuration areas will not be affected by a future upgrade. The proposed services include implementation and training on this functionality, unless specifically excluded in the Statement of Work, as part of the deployment of the solution.
R	Functionality is provided through reports generated using proposed Reporting Tools.
T	Functionality is provided by proposed third party functionality (i.e., third party is defined as a separate software vendor from the primary software vendor). The pricing of all third party products that provide this functionality MUST be included in the cost proposal.
M	Functionality is provided through customization to the application, including creation of a new workflow or development of a custom interface, that may have an impact on future upgradability.
F	Functionality is provided through a future release that is to be available within 1 year of the proposal response.
N	Functionality is not provided.

4.4 - Facilities Management			Facilities, Lucy Equipment, Lucy Work Administrator, Lucy Work Orders, Lucy Inventory Control, SCADA Import			
Objective: To enable real-time collaboration on work orders, work requests, scheduled action items, asset management, and preventive maintenance scheduling.						
Number	Application Requirements	Priority	Availability	Cost	Required Product(s)	Comments
1	System can track and report on building contents and related values throughout all Town facilities for risk management purposes	H	Y		Lucity Facilities, Lucy Equipment, Lucy Work Administrator, Lucy Work Orders, Lucy Inventory Control, SCADA Import	
2	System has considerations for environmental “green” features such as facility heat and cooling controls	H	Y		Lucity Facilities, Lucy Equipment, Lucy Work Administrator, Lucy Work Orders, Lucy Inventory Control, SCADA Import	
3	System can be used to track “non-inventoried” asset / equipment items (i.e. Computer equipment, non-licensed vehicles) per department / division and location for risk management purposes	H	Y		Lucity Facilities, Lucy Equipment, Lucy Work Administrator, Lucy Work Orders, Lucy Inventory Control, SCADA Import	
4	Must have the ability to manage and maintain facilities; track complaints, requests and inspections and generate works orders.	H	Y		Lucity Facilities, Lucy Equipment, Lucy Work Administrator, Lucy Work Orders, Lucy Inventory Control, SCADA Import	
5	System utilizes user-defined tables and codes to enable departments to customize their requirements for information on work requests directed to them.	H	Y		Lucity Facilities, Lucy Equipment, Lucy Work Administrator, Lucy Work Orders, Lucy Inventory Control, SCADA Import	
6	System provides capability of storing parts lists by both tasks and facilities.	M	N			System supports parts list by task but not facility.

Town of Jupiter, FL - Utility Billing Services & Enterprise Asset Management System Selection

Facilities Management

4.4 - Facilities Management

Objective: To enable real-time collaboration on work orders, work requests, scheduled action items, asset management, and preventive maintenance scheduling.

Number	Application Requirements	Priority	Availability	Cost	Required Product(s)	Comments
7	System provides a means to track maintenance history/repairs and cost on labor/materials/vendors used on facility work order jobs.	H	Y		Lucity Facilities, Lucity Equipment, Lucity Work Administrator, Lucity Work Orders, Lucity Inventory Control, SCADA Import	
8	System provides ability to track the number of hours on a particular type of maintenance activity over a period of time.	H	R		Lucity Facilities, Lucity Equipment, Lucity Work Administrator, Lucity Work Orders, Lucity Inventory Control, SCADA Import	
9	System allows Town to record any object, area or structure as a facility.	H	Y		Lucity Facilities, Lucity Equipment, Lucity Work Administrator, Lucity Work Orders, Lucity Inventory Control, SCADA Import	
10	System provides work request functionality and functions to schedule work for that facility.	H	Y		Lucity Work Orders	
11	System provides functionality to record activities associated with planned and unplanned events as a facility such as art festivals, community nights, etc.	H	Y		Lucity Work Orders	
12	System provides ability to store the following information on a facility:	-				
13	Facility ID	H	Y		Lucity Facilities	
14	Facility name	H	Y		Lucity Facilities	
15	Address	H	Y		Lucity Facilities	
16	Dimensional information	H	Y		Lucity Facilities	
17	Tenants	H	Y		Lucity Facilities	
18	Square footage per tenant	M	Y		Lucity Facilities	
19	Departments	H	Y		Lucity Facilities	
20	Cost / square footage	H	Y		Lucity Facilities	
21	Rent	H	Y		Lucity Facilities	
22	Facility contents	H	Y		Lucity Facilities	
23	Date built	H	Y		Lucity Facilities	
24	Modification dates and costs	H	Y		Lucity Facilities	
25	Inspection dates	H	Y		Lucity Facilities	
26	Utility usage and costs by type (sewer, water, electrical)	H	Y		Lucity Facilities	
27	Up to 10 user-defined fields	H	Y		Lucity Facilities	
28	When recording large or detailed facilities, system provides ability to create separate facility records for each component, floor, or section that makes up the large facility. - Parent / child relationships (components and sub-components) supported	H	Y		Lucity Facilities	
29	System supports use of the parent facility feature to group these component facilities into vertical and logical relationships.	H	Y		Lucity Facilities	

Priority

H - High | M - Medium | L - Low

Availability

Y - Yes | R - Reporting Tool | T - Third Party
M - Modification | F - Future | N - Not Available

Town of Jupiter, FL - Utility Billing Services & Enterprise Asset Management System Selection

Facilities Management

4.4 - Facilities Management			Facilities, Lucity Equipment, Lucity Work Administrator, Lucity Work Orders, Lucity Inventory Control, SCADA			
Objective: To enable real-time collaboration on work orders, work requests, scheduled action items, asset management, and preventive maintenance scheduling.						
Number	Application Requirements	Priority	Availability	Cost	Required Product(s)	Comments
30	System provides ability to support attachment of documents such as drawings, quotes, emails, etc.(jpg, bmp, doc, etc.) to a facility	H	Y		Lucity Facilities	
31	System provides ability to support attachment of documents such as drawings, quotes, emails, etc. (jpg, bmp, doc, etc.) to each component level of a facility	H	Y		Lucity Facilities	
32	System provides ability to define preventative maintenance schedules for each component level of a facility. System has capability to accommodate adjustments to schedule based on actual completion dates.	H	Y		Lucity Work Administrator	
33	System provides ability to create work request and job order estimates to help plan for requested work from the facilities maintenance module.	H	Y		Lucity Request, Lucity Work Orders	
34	System provides ability to report on maintenance by facility or facility family.	H	Y		Lucity Facilities, Lucity Work Orders	
35	System provides ability to schedule work requests to facilities individually by selecting the appropriate facility ID on the request.	H	Y		Lucity Facilities, Lucity Request	
36	When projects are created that are associated with a facility, the project is set-up in the project accounting system. Activity associated with the work order will be created in the work order system.	H	Y		Lucity Work Orders	Requires workflow and interface development to the Tyler project account system. Cost included in interface.
37	Fixed assets associated with a facility can be updated.	H	Y		Lucity Facilities	Requires workflow and interface development to the Tyler project account system. Cost included in interface.
38	Inventory associated with a facility can be updated.	H	Y		Lucity Facilities	
39	Ability to track facility cost activity which ties back to a budgeted amount for maintenance on a facility.	H	Y		Lucity Work Orders	
40	The interface to the inventory system will use the appropriate lead-times in the inventory module to allow the generation of purchase orders associated with a parts list defined for that work order.	M	Y		Lucity Inventory Control	Requires workflow and interface development to the Tyler project account system. Cost included with Interface
41	Able to define preventive maintenance tasks for specific facilities based on scheduled dates, metered use, or both.	H	Y		Lucity Work Administrator	
42	Uses the recurring maintenance features to schedule these tasks at the appropriate times.	H	Y		Lucity Work Administrator	
43	Each scheduled task creates a separate work request and job order automatically.	H	Y		Lucity Work Administrator	Work order created
44	Available employees are defined in the system, and work orders for facilities track employee and related costs (by integrating to Payroll/HR) assigned.	H	Y		Lucity Work Administrator	Requires workflow and interface development to the Tyler project account system. Cost included with interface.
45	Results from inspections (from Development Services / Inspection module) must have the ability to generate resulting work orders as appropriate, should no current work order for that activity exist	H	Y		Lucity Work Orders	Resulting work orders are not automatically generated from inspection results, but can be created on-demand by the end user.

Priority

H - High | M - Medium | L - Low

Availability

Y - Yes | R - Reporting Tool | T - Third Party
M - Modification | F - Future | N - Not Available

Town of Jupiter, FL - Utility Billing Services & Enterprise Asset Management System Selection

Facilities Management

4.4 - Facilities Management			Facilities, Lucity Equipment, Lucity Work Administrator, Lucity Work Orders, Lucity Inventory Control, SCADA			
Objective: To enable real-time collaboration on work orders, work requests, scheduled action items, asset management, and preventive maintenance scheduling.						
Number	Application Requirements	Priority	Availability	Cost	Required Product(s)	Comments
46	Able to store associate parts lists with each preventive maintenance task. Each parts list can include specific material and equipment requirements for the task being performed or facility being maintained.	M	Y		Lucity Facilities, Lucity Equipment, Lucity Work Administrator, Lucity Work Orders, Lucity Inventory Control, SCADA Import	Parts list can be defined on each PM task, but is independent of each facility.
47	Facility Equipment					
48	System provides capabilities to maintains a Service History related to each equipment item including:	-				
49	Service Type Code	H	Y		Lucity Work Order	
50	Date	H	Y		Lucity Work Order	
51	Service Provider/Mechanic	H	Y		Lucity Work Order	
52	Costs/Hours Worked	H	Y		Lucity Work Order	
53	Back-in-Service Date	H	Y		Lucity Work Order	
54	Job Order #	H	Y		Lucity Work Order	
55	Problem, Cause, Corrective Action fields	H	Y		Lucity Work Order	
56	Comments	H	Y		Lucity Work Order	
57	The facility equipment master file records the following information, for which each field is searchable:	-				
58	Location or Department	H	Y		Lucity Equipment	
59	Room Number	H	Y		Lucity Equipment	
60	Availability Status (out-of-service, replaced, in-service)	H	Y		Lucity Equipment	
61	Ownership Status (own, lease, purchase, on loan)	H	Y		Lucity Equipment	
62	Purchase Date	H	Y		Lucity Equipment	
63	Model Number	H	Y		Lucity Equipment	
64	Serial Number	H	Y		Lucity Equipment	
65	Equipment Type	H	Y		Lucity Equipment	
66	Equipment/Tag ID Number (user or system assigned) - Minimum of 4 alpha-numeric characters and user-defined	H	Y		Lucity Equipment	
67	Equipment Brand, Model, and Manufacturer	H	Y		Lucity Equipment	
68	Vendor Purchased From	M	Y		Lucity Equipment	
69	Purchase Order Number	M	Y		Lucity Equipment	
70	Purchase Price	M	Y		Lucity Equipment	
71	Trade in value	H	Y		Lucity Equipment	
72	Sale value	H	Y		Lucity Equipment	
73	Parent/Child Relationships	H	Y		Lucity Equipment	
74	Inspection/Maintenance Cycles	H	Y		Lucity Equipment	
75	Multiple Preventive Maintenance Parameters (miles, months, hours, number of runs, user-defined, e.g., oil)	H	Y		Lucity Work Administrator	

Priority

H - High | M - Medium | L - Low

Availability

Y - Yes | R - Reporting Tool | T - Third Party
M - Modification | F - Future | N - Not Available

Town of Jupiter, FL - Utility Billing Services & Enterprise Asset Management System Selection

Facilities Management

4.4 - Facilities Management				Facilities, Lucy Equipment, Lucy Work Administrator, Lucy Work Orders, Lucy Inventory Control, SCADA		
Objective: To enable real-time collaboration on work orders, work requests, scheduled action items, asset management, and preventive maintenance scheduling.						
Number	Application Requirements	Priority	Availability	Cost	Required Product(s)	Comments
76	Total Time-in-Service	H	Y		Lucity Work Order	
77	Expected Next Inspection/Maintenance (months, hours or miles)	H	Y		Lucity Work Administrator	
78	Expected Replacement Date	H	Y		Lucity Equipment	
79	Internal Rental Rate	M	Y		Lucity Equipment	
80	Warranty Expiration Date	H	Y		Lucity Equipment	
81	Customer Number (for external billing)	M	Y		Lucity Equipment	May require user field
82	Warranty Information	H	Y		Lucity Equipment	
83	Warranty Expiration Date	H	Y		Lucity Equipment	
84	In the equipment database, system has the ability to attach documents, etc.	H	Y		Lucity Equipment	
85	System has the ability to schedule maintenance and replacement	H	Y		Lucity Equipment	
86	Integration/Interfaces					
87	Facilities Management module is integrated to other software modules, including	-				
88	Work Order	H	Y		Lucity Work Administrator, Lucy Work Orders	
89	Request for Service	H	Y		Lucity Requests	
90	Fleet & Equipment	H	Y		Lucity Fleet, Lucy Equipment	
91	Asset Management	H	Y		Lucity Facilities	
92	System provides standard functionality to link to the Town's ESRI GIS software platform to display the location of the facility to the user as well as the different layers of infrastructure (i.e. building diagram, pipes, etc.)	H	Y		Lucity GIS	
93	System provides standard functionality to interface with the Town's Exchange email / calendaring system to properly schedule and assign requests for service	H	Y		Lucity Work Administrator, Lucy Work Orders	Email is supported but calendar interface is not. Proposed solution contains internal calendar interface.
94	Principal Reports / Inquiries					
95	Budget Report which identifies budgeted amounts by facility and actual amounts expended over a user-specified time period.	H	R		Lucity Facilities, Lucy Work Orders	
96	Master List of facilities.	H	R		Lucity Facilities	
97	Facility Maintenance Report including all associated costs.	H	R		Lucity Facilities	
98	Facilities Activity Report.	H	R		Lucity Facilities	
99	Utility Usage by Facility Report (including water and sewer).	H	R		Lucity Facilities	
100	Average Downtime by Equipment	H	R		Lucity Facilities, Lucy Equipment	

Priority

H - High | M - Medium | L - Low

Availability

Y - Yes | R - Reporting Tool | T - Third Party
M - Modification | F - Future | N - Not Available

Town of Jupiter, FL - Utility Billing Services & Enterprise Asset Management System Selection

Facilities Management

4.4 - Facilities Management			Facilities, Lucity Equipment, Lucity Work Administrator, Lucity Work Orders, Lucity Inventory Control, SCADA			
Objective: To enable real-time collaboration on work orders, work requests, scheduled action items, asset management, and preventive maintenance scheduling.						
Number	Application Requirements	Priority	Availability	Cost	Required Product(s)	Comments
101	Work Order totals by Year by Equipment or Maint. Code, etc.	H	R		Lucity Equipment, Lucity Work Orders	
102	Work Orders by Cost Center &/or Maint. Code	H	R		Lucity Work Orders	
103	Preventative Maintenance History	H	R		Lucity Work Orders	
104	Labor History	H	R		Lucity Work Orders	
105	Equipment History	H	R		Lucity Equipment	
106	Preventative Maintenance Types & tasks	H	R		Lucity Work Administrator, Lucity Work Orders	
107	Other Functionality					
108	Work order records support attachments such as photos and letters	H	Y		Lucity Work Orders	
109	System provides a “light” interface for use / deployment on wireless network attached handheld (PDA) devices	H	Y		Lucity Mobile	Currently support Android smart phones and tablet devices.
110	Facility maintenance screens include memo and comment fields	H	Y		Lucity Facilities, Lucity Work Orders	

Priority

H - High | M - Medium | L - Low

Availability

Y - Yes | R - Reporting Tool | T - Third Party
M - Modification | F - Future | N - Not Available

Town of Jupiter, FL - Utility Billing Services & Enterprise Asset Management System Selection
Fleet and Equipment Management

Advanced Utility Systems (Prime)	
Code	Availability Definition
Y	Functionality is provided out of the box through the completion of a task associated with a routine configurable area that includes, but is not limited to, user-defined fields, delivered or configurable workflows, alerts or notifications, standard import/export, table driven setups and standard reports with no changes. These configuration areas will not be affected by a future upgrade. The proposed services include implementation and training on this functionality, unless specifically excluded in the Statement of Work, as part of the deployment of the solution.
R	Functionality is provided through reports generated using proposed Reporting Tools.
T	Functionality is provided by proposed third party functionality (i.e., third party is defined as a separate software vendor from the primary software vendor). The pricing of all third party products that provide this functionality MUST be included in the cost proposal.
M	Functionality is provided through customization to the application, including creation of a new workflow or development of a custom interface, that may have an impact on future upgradability.
F	Functionality is provided through a future release that is to be available within 1 year of the proposal response.
N	Functionality is not provided.

4.5 - Fleet and Equipment Management			Lucity Fleet, Lucity Equipment, Lucity Work Administrator, Lucity Work Orders, Fueling Import			
Objective: A comprehensive fleet management software system for managing vehicle maintenance and improving the City's operational process.						
Number	Application Requirements	Priority	Availability	Cost	Required Product(s)	Comments
1	System tracks all Town-owned vehicles, by department / division, for all fleet maintenance functions.	H	Y		Lucity Fleet	
2	Ability to maintain a schedule of registration / reservation information for each equipment item, to assist with scheduling of pooled vehicles	M	N			
3	Ability to track non-vehicle equipment	H	Y		Lucity Equipment	
4	Ability to handle preventative maintenance schedules, work orders and track costs for fleet operations	H	Y		Lucity Work Administrator	
5	Ability to access work orders from a shop floor workstation to enable mechanics to access assigned work orders and update status of work performed.	L	Y		Lucity Work Orders	
6	System provides ability to track operator profile information within the Fleet and Equipment module, including certifications, license, accident and incident information	M	Y		Lucity Work Administrator	
7	Interfaces & Integrations					
8	Ability to interface with Town's FuelTrak fueling system	H	Y		Lucity Fueling Import	
9	System provides integration with other software modules of the system, including:	H	Y		Lucity Fleet, Lucity Equipment, Lucity Work Administrator, Lucity Work Orders, Fueling Import	
10	Work Order	H	Y		Lucity Work Orders	
11	Facilities Management	H	Y		Lucity Facilities	
12	Ability to meet all Federal & State of Florida reporting requirements for operational costs and safety requirements	H	R		Lucity Fleet, Lucity Equipment, Lucity Work Administrator, Lucity Work Orders, Fueling Import	

Town of Jupiter, FL - Utility Billing Services & Enterprise Asset Management System Selection
Fleet and Equipment Management

4.5 - Fleet and Equipment Management			Lucity Fleet, Lucity Equipment, Lucity Work Administrator, Lucity Work Orders, Fueling Import			
Objective: A comprehensive fleet management software system for managing vehicle maintenance and improving the City's operational process.						
Number	Application Requirements	Priority	Availability	Cost	Required Product(s)	Comments
13	System provides preventative maintenance functionality integrated with the work order module	H	Y		Lucity Work Administrator	
14	Ability to import and export data from Excel and Access Databases.	H	Y		Lucity Fleet	
15	System provides an interface for use / deployment on wireless network attached handheld (PDA) devices	M	Y		Lucity Mobile	Currently support Android smart phones and tablet devices.
16	<u>Other Functionality</u>					
17	System has the ability to schedule maintenance and replacement	H	Y		Lucity Work Administrator	
18	Work order records support attachments such as photos and letters	H	Y		Lucity Work Orders	
19	In the vehicle database, system has the ability to attach pictures, etc.	H	Y		Lucity Fleet	
20	Ability to set pre-defined equipment usage rates, such as hourly, fuel and commercial	H	Y		Lucity Fleet	
21	Ability to setup project codes by department by vehicle	H	Y		Lucity Fleet	
22	System provides equipment usage history inquiry and reporting features	H	Y		Lucity Equipment, Lucity Work Orders	
23	Warranty tracking and alerts are available and configurable in the system	H	Y		Lucity Fleet	
24	Fleet module allows for tracking, reporting and analysis of vehicle accident details and statistics	M	Y		Lucity Work Orders	An accident module is available but it's independent of the fleet module.
25	Ability to track vehicle/equipment use history by Dept. & Division, including:	-				
26	Mileage, Hours, Calendar, and User-Defined	H	R		Lucity Fleet	
27	Total Time-in-Service	H	R		Lucity Fleet, Lucity Work Orders	
28	Cost of Operation (labor, parts, outsourced services, fuel)	H	R		Lucity Fleet, Lucity Work Orders	
29	Operator	H	R		Lucity Fleet, Lucity Work Orders	
30	System provides functionality to track, monitor and report on fuel usage history	H	Y		Lucity Fleet	
31	Accommodates multiple prioritization classification schemes for preventive maintenance services.	H	Y		Lucity Work Administrator	
32	On-line preventive maintenance checklists are available in the system and can vary by frequency of inspection/maintenance cycle. For example, the inspector can be prompted to change the oil and lube the chassis every 3,000 miles, while battery changes and tire replacement are scheduled every 12 months. Off-road equipment scheduling by machines. Special maintenance scheduled by user-defined parameters.	H	Y		Lucity Work Administrator	
33	Able to store associate parts lists with each preventive maintenance task. Each parts list can include specific material and equipment requirements for the task being performed.	H	Y		Lucity Work Administrator	
34	Fleet					

Town of Jupiter, FL - Utility Billing Services & Enterprise Asset Management System Selection
Fleet and Equipment Management

4.5 - Fleet and Equipment Management			Lucity Fleet, Lucity Equipment, Lucity Work Administrator, Lucity Work Orders, Fueling Import			
Objective: A comprehensive fleet management software system for managing vehicle maintenance and improving the City's operational process.						
Number	Application Requirements	Priority	Availability	Cost	Required Product(s)	Comments
35	System provides capabilities to maintains a Service History related to each fleet item including:	-				
36	Service Type Code	H	Y		Lucity Work Order	
37	Requestor	H	Y		Lucity Work Order	
38	Date	H	Y		Lucity Work Order	
39	Service Provider/Mechanic	H	Y		Lucity Work Order	
40	Claims history/Accidents and descriptions	H	Y		Lucity Work Order	
41	Costs/Hours Worked	H	Y		Lucity Work Order	
42	Back-in-Service Date	H	Y		Lucity Work Order	
43	Job Order #	H	Y		Lucity Work Order	
44	Vehicle Ref. # assigned by Fleet Staff	H	Y		Lucity Work Order	
45	Vehicle Equipment # assigned automatically and sequentially by fleet software.	M	Y		Lucity Work Order	
46	Problem, Cause, Corrective Action fields	H	Y		Lucity Work Order	
47	Comments	H	Y		Lucity Work Order	
48	User defined fields	H	Y		Lucity Work Order	
49	System provides the ability to compare ongoing costs to revenue for each piece of equipment to assist with establishing a equipment billing rate	H	R		Lucity Equipment	
50	System provides the ability to calculate the ratio of repair cost to vehicle/equipment value and notify user if needed repair will exceed a pre-set (user-determined) percentage of vehicle/equipment value.	H	R		Lucity Fleet	
51	System can accommodate billing for equipment usage based on a equipment rate. Overhead rates are accommodated.	H	Y		Lucity Work Administrator	
52	System has the ability to convert work order activity into a equipment billing	H	Y		Lucity Work Orders	
53	System provides reports that specifically focus on / identify vehicles/equipment with comparatively excessive repairs/operating costs to other similar items in the same classification.	H	R		Lucity Work Orders	
54	The system maintains a master file on:	-				
55	Vehicles	H	Y		Lucity Fleet	
56	Equipment	H	Y		Lucity Equipment	
57	The fleet equipment master file records the following information, for which each field is searchable:	-				
58	Location or Department	H	Y		Lucity Fleet	
59	Availability Status (out-of-service, replaced, in-service)	H	Y		Lucity Fleet	
60	Ownership Status (own, lease, purchase, on loan)	H	Y		Lucity Fleet	
61	Purchase Date	H	Y		Lucity Fleet	
62	VIN Number	H	Y		Lucity Fleet	
63	Serial Number	H	Y		Lucity Fleet	
64	Vehicle/Equipment Type	H	Y		Lucity Fleet	
65	Vehicle/Equipment ID Number (user or system assigned) - Minimum of 3 digits and user-defined Vehicle ID with alpha-numeric capability.	H	Y		Lucity Fleet	
66	Equipment Brand, Model, and Manufacturer	H	Y		Lucity Fleet	

Town of Jupiter, FL - Utility Billing Services & Enterprise Asset Management System Selection
Fleet and Equipment Management

4.5 - Fleet and Equipment Management			Lucity Fleet, Lucity Equipment, Lucity Work Administrator, Lucity Work Orders, Fueling Import			
Objective: A comprehensive fleet management software system for managing vehicle maintenance and improving the City's operational process.						
Number	Application Requirements	Priority	Availability	Cost	Required Product(s)	Comments
67	Vendor Purchased From	H	Y		Lucity Fleet	
68	Purchase Order Number	H	Y		Lucity Fleet	
69	Purchase Price	H	Y		Lucity Fleet	
70	Trade in value	H	Y		Lucity Fleet	
71	Sale value	H	Y		Lucity Fleet	
72	Depreciated value	H	Y		Lucity Fleet	
73	Sale Date and Price	H	Y		Lucity Fleet	
74	Parent/Child Relationships	H	Y		Lucity Fleet	
75	Inspection/Maintenance Cycles	H	Y		Lucity Fleet	
76	Multiple Preventive Maintenance Parameters (miles, months, hours, number of runs, user-defined, e.g., oil)	H	Y		Lucity Work Administrator	
77	Mileage and Total Time-in-Service	H	Y		Lucity Fleet	
78	Expected Next Inspection/Maintenance (months, hours or miles)	H	Y		Lucity Fleet	
79	Expected Replacement Date	M	Y		Lucity Fleet	
80	Internal Rental Rate	H	Y		Lucity Fleet	
81	Warranty Expiration Date	M	Y		Lucity Fleet	
82	Customer Number (for external billing)	H	Y		Lucity Fleet	
83	Multiple user defined fields	H	Y		Lucity Fleet	
84	Equipment can be assigned to user defined classifications and sub-classifications	H	Y		Lucity Fleet	
85	System provides ability to retain and edit status and activity history for the entire life of the vehicle.	H	Y		Lucity Work Orders	
86	System provides ability to update vehicle ID number and have on-line records auto-update accordingly.	M	Y		Lucity Fleet	
87	System provides ability to purge master file and history for equipment sold	H	Y		Lucity Fleet	
88	System defaults fields automatically fill if keyed information is redundant.	H	Y		Lucity Fleet	
89	System allows users to pre-define fleet tasks that can be selected when developing a demand work order or preventative maintenance schedule	H	Y		Lucity Work Administrator	
90	Ability to list all the equipment associated with a vehicle	H	Y		Lucity Fleet	
91	Ability to search the fleet for all vehicles that have a specific piece of equipment associated	H	Y		Lucity Fleet	
92	Principal Reports					
93	Ability to create trend reporting with graphical displays	H	R		Lucity Fleet, Lucity Equipment, Lucity Work Orders	
94	User defined reports, easy ability to query the system.	H	R		Lucity Fleet, Lucity Equipment, Lucity Work Administrator, Lucity Work Orders, Fueling Import	

Town of Jupiter, FL - Utility Billing Services & Enterprise Asset Management System Selection
Fleet and Equipment Management

4.5 - Fleet and Equipment Management			Lucity Fleet, Lucity Equipment, Lucity Work Administrator, Lucity Work Orders, Fueling Import			
Objective: A comprehensive fleet management software system for managing vehicle maintenance and improving the City's operational process.						
Number	Application Requirements	Priority	Availability	Cost	Required Product(s)	Comments
95	System provides all Federal reporting requirements including FTA requirements for reporting hours worked on vehicles and vehicle maintenance	H	R		Lucity Work Orders	
96	System tracks all data necessary and provides exportable Institute of Government Annual Survey report	M	R		Lucity Work Orders	
97	All reporting should be in summary, and detail	H	R		Lucity Work Orders	
98	Performance Measurement Reporting	H	R		Lucity Work Orders	
99	Equipment listing with model year, description, replacement cost, actual value by Department & Division for Risk Management insurance requirements.	H	R		Lucity Equipment	
100	Scheduled and Demand Maintenance reporting	H	R		Lucity Work Orders	
101	Inventory Control Report by maintenance part number, showing parts used, frequency of use (over a user-specified time), and quantity on hand	H	R		Lucity Inventory Control	
102	Problem/Exception Report , listing vehicles/equipment with below average MPG, excessive service times, excessive repair costs (replacement parts), etc.	H	R		Lucity Fleet, Lucity Equipment	
103	Expected Replacement Report , including historical costs	H	R		Lucity Fleet	
104	Preventative Maintenance Compliance Reporting , indicating actual deviations from planned schedules	H	R		Lucity Work Orders	
105	Weekly and Monthly Mileage & Fuel Consumption Report by vehicle, Department & Division.	H	R		Lucity Fleet	
106	Inspection/Maintenance Schedule by week, month, year. Ability to print a listing of the upcoming scheduled inspections/maintenance. List item, location, and contact person.	H	R		Lucity Work Administrator	
107	Past-Due Inspection/Maintenance List.	H	R		Lucity Work Orders	
108	Inspection/Maintenance Reports.	H	R		Lucity Work Orders	
109	Maintenance History Report by vehicle, showing servicing per miles or hours of use, costs, and labor hours over a user-specified time period.	H	R		Lucity Fleet, Lucity Work Orders	
110	Vehicle Billing Report , including labor, parts, outsourced costs, and fuel, by equipment/vehicle.	H	R		Lucity Fleet, Lucity Equipment	
111	Equipment/Vehicle Listing by location, ID number, age, fleet, department, inspection/maintenance date scheduled, brand or manufacturer, and cost of operation.	H	R		Lucity Fleet, Lucity Equipment	
112	Revenue / Expense by Vehicle including overhead and depreciation	H	R		Lucity Fleet, Lucity Equipment	
113	Year to date, month to date and life to date Vehicle Cost Report	H	R		Lucity Fleet, Lucity Equipment	
114	Active Equipment list by Year	H	R		Lucity Fleet, Lucity Equipment	
115	Equipment due for PM	H	R		Lucity Work Adminstrator	
116	Active Equipment by mileage	H	R		Lucity Fleet	
117	CDL, Medical certificate, DOT and other expirations	M	R		Lucity Fleet	
118	Daily Labor Report	H	R		Lucity Work Orders	
119	Accidents by Date and Operator	H	R		Lucity Work Orders	
120	Work order Expenses by Date & Department	H	R		Lucity Work Orders	
121	Vehicles under warranty	H	R		Lucity Fleet	
122	Work order Detail Reports	H	R		Lucity Work Orders	
123	Inventory Detail Reports	H	R		Lucity Inventory Control	

Town of Jupiter, FL - Utility Billing Services & Enterprise Asset Management System Selection
Fleet and Equipment Management

4.5 - Fleet and Equipment Management			Lucity Fleet, Lucity Equipment, Lucity Work Administrator, Lucity Work Orders, Fueling Import			
Objective: A comprehensive fleet management software system for managing vehicle maintenance and improving the City's operational process.						
Number	Application Requirements	Priority	Availability	Cost	Required Product(s)	Comments
124	Fuel Detail Reports	H	R		Lucity Fleet	

Town of Jupiter, FL - Utility Billing Services & Enterprise Asset Management System Selection
General and Technical

Advanced Utility Systems (Prime)	
Code	Availability Definition
Y	Functionality is provided out of the box through the completion of a task associated with a routine configurable area that includes, but is not limited to, user-defined fields, delivered or configurable workflows, alerts or notifications, standard import/export, table driven setups and standard reports with no changes. These configuration areas will not be affected by a future upgrade. The proposed services include implementation and training on this functionality, unless specifically excluded in the Statement of Work, as part of the deployment of the solution.
R	Functionality is provided through reports generated using proposed Reporting Tools.
T	Functionality is provided by proposed third party functionality (i.e., third party is defined as a separate software vendor from the primary software vendor). The pricing of all third party products that provide this functionality MUST be included in the cost proposal.
M	Functionality is provided through customization to the application, including creation of a new workflow or development of a custom interface, that may have an impact on future upgradability.
F	Functionality is provided through a future release that is to be available within 1 year of the proposal response.
N	Functionality is not provided.

4.6 - General and Technical				CIS Infinity/Lucity		
Objective: To ensure that the application operates consistently and to the technical standards.						
Number	Application Requirements	Priority	Availability	Cost	Required Product(s)	Comments
1	Documentation					
2	Ability to provide online software documentation for all software application modules.	H	Y		CIS Infinity/Lucity	
3	Ability to provide an on-line tutorial to assist users learning the software.	M	N		CIS Infinity/Lucity	
4	Ability to provide all vendor supplied software that is accompanied by sufficient technical documentation to enable comprehensive understanding of its internal structure and operating procedures.	H	Y		CIS Infinity/Lucity	
5	Ability to provide Release Notes that document changes between version releases. These documents must be written in a fashion that is easily understandable by the end user. The format of the Release Notes must be conducive to analyzing which changes effect the organization.	H	N		CIS Infinity/Lucity	
6	Ability to provide a copy of the database schema.	H	Y		CIS Infinity/Lucity	
7	Ability to provide step by step instructions for functions to accomplish tasks (i.e. creating a work order, adding a new customer, creating a final bill, etc.)	H	Y		CIS Infinity/Lucity	
8	Help System					
9	Ability to provide a menu-driven system with comprehensive utility and "help" screen capabilities at the field and the page level.	H	Y		CIS Infinity/Lucity	
10	Ability to provide field-level and screen level help throughout the application that can be customized by trained users.	M	N		CIS Infinity/Lucity	Not supported in CIS, field level help available with Lucity.
11	Online Vendor Customer Support Portal					
12	Ability to provide a portal solution to the access various on-line information regarding the vendor's solution including:	-			CIS Infinity/Lucity	
13	Knowledge base of user documentation	H	Y		CIS Infinity/Lucity	
14	Release notes	H	Y		CIS Infinity/Lucity	
15	Other documentation including formats for interfaces/exports/imports	M	Y		CIS Infinity/Lucity	
16	Ability to provide a portal solution that allows users to submit enhancement requests and system bugs on-line that allows for tracking of progress on individual items.	H	Y		CIS Infinity/Lucity	

Town of Jupiter, FL - Utility Billing Services & Enterprise Asset Management System Selection

General and Technical

4.6 - General and Technical				CIS Infinity/Lucity		
Objective: To ensure that the application operates consistently and to the technical standards.						
Number	Application Requirements	Priority	Availability	Cost	Required Product(s)	Comments
17	Ability to provide a portal solution that allows users to query on specific items that they have submitted.	H	Y		CIS Infinity/Lucity	
18	Ability to provide an on-line active user community for posting questions and sharing information.	H	Y		CIS Infinity/Lucity	
19	Provides an active online user directory of existing customers and applications that they are currently running	H	Y		CIS Infinity/Lucity	
20	Error Processing					
21	Ability to log error messages and store for future review and reporting. Error messages should be meaningful to the user versus being of a technical nature.	H	Y		CIS Infinity/Lucity	
22	Ability to allow user defined reporting from the error log.	H	Y		CIS Infinity/Lucity	Supported in CIS, not in Lucity.
23	Ability to allow the system administrator or designated end-users to view the error log on-line to provide support for the users.	H	Y		CIS Infinity/Lucity	
24	Ability to perform error checking to verify the quality of the information being entered and that system balances are maintained.	H	Y		CIS Infinity/Lucity	
25	Ability to turn on/off error logging functionality within the system.	H	N		CIS Infinity/Lucity	
26	Forms Processing					
27	Ability to generate forms in using Microsoft Office Suite and/or Adobe Acrobat.	H	Y		CIS Infinity/Lucity	Supported in CIS, not in Lucity.
28	Ability to use blank paper stock exclusively (i.e., system generates forms on blank paper, routing & check numbers on blank check paper, etc.).	H	Y		CIS Infinity/Lucity	
29	Ability for trained users to customize forms without the need for Vendor assistance. Customized forms will be able to be incorporated into future vendor releases.	H	F		CIS Infinity/Lucity	Future in CIS, available today in Lucity
30	Ability to select any printer to print forms without vendor intervention	H	Y		CIS Infinity/Lucity	
31	Security and Auditing					
32	Ability to use Active Directory (AD) as the source for security credentials. AD shall be used as the primary authentication level for user sign-on into the system for an on premise solution	H	Y		CIS Infinity/Lucity	
33	Ability to use Active Directory (AD) as the source for security credentials. AD shall be used as the primary authentication level for user sign-on into the system for an ASP solution	H	N		CIS Infinity/Lucity	Proposal is for an on premise solution.
34	Ability to authenticate to multiple AD domains.	H	Y		CIS Infinity/Lucity	
35	Ability to restrict access for add/update/view/delete at the transaction level.	H	Y		CIS Infinity/Lucity	
36	Ability to deliver security in a layered format (i.e. data, database, application, network physical).	H	Y		CIS Infinity/Lucity	
37	Ability to deliver system security that includes security logging into the system.	H	Y		CIS Infinity/Lucity	
38	Ability to restrict a user's access to specific screens.	H	Y		CIS Infinity/Lucity	
39	Ability to provide predefined templates based on common roles (i.e. customer service representative, billing clerk, manager, etc.) and allow for editing/customizing	H	Y		CIS Infinity/Lucity	
40	Ability to provide security at the record level.	H	Y		CIS Infinity/Lucity	

Priority

H - High | M - Medium | L - Low

Availability

Y - Yes | R - Reporting Tool | T - Third Party
M - Modification | F - Future | N - Not Available

Town of Jupiter, FL - Utility Billing Services & Enterprise Asset Management System Selection

General and Technical

4.6 - General and Technical			CIS Infinity/Lucity			
Objective: To ensure that the application operates consistently and to the technical standards.						
Number	Application Requirements	Priority	Availability	Cost	Required Product(s)	Comments
41	Ability to configure security access to restrict a user's access to individual fields.	H	Y		CIS Infinity/Lucity	
42	Ability to restrict user access to fields based on a certain range.	H	Y		CIS Infinity/Lucity	
43	Ability to log all file changes in a detailed permanent audit trail, by user ID, based on user login.	H	Y		CIS Infinity/Lucity	
44	Ability to provide role based and class based system security; must be configurable and must establish rules for editing.	H	Y		CIS Infinity/Lucity	
45	Ability to have locks on time/date stamp with limited and audited override authority.	H	Y		CIS Infinity/Lucity	
46	Ability for an administrator to change a user's status to inactive.	H	Y		CIS Infinity/Lucity	
47	Ability to support electronic/digital signatures.	H	Y		CIS Infinity/Lucity	
48	Ability to trace the source of all transactions at both terminal and ID user levels.	H	Y		CIS Infinity/Lucity	
49	Ability to identify users making inquiries or extracting reports from key databases.	H	Y		CIS Infinity/Lucity	
50	Ability to support the encryption of data communications between the client and the server.	H	Y		CIS Infinity/Lucity	
51	Ability to support the encryption of stored data in the database.	H	Y		CIS Infinity/Lucity	
52	Ability to define specific user access to processes, icons, screens, reports, records and code tables based on individual and group profiles.	H	Y		CIS Infinity/Lucity	
53	Ability to restrict a user's access to records meeting certain criteria (I.e., certain divisions).	H	Y		CIS Infinity/Lucity	
54	Ability to apply security restrictions to report writer utilities.	H	Y		CIS Infinity/Lucity	
55	Ability to apply security restrictions to global update functions.	H	Y		CIS Infinity/Lucity	
56	Ability to apply security restrictions to all ODBC and OLE activities.	H	N		CIS Infinity/Lucity	
57	Ability to differentiate access between ability to view versus update for specific data elements.	H	Y		CIS Infinity/Lucity	
58	Ability to restrict the accessing of security configuration and audit logs.	H	Y		CIS Infinity/Lucity	
59	Standard system functionality restricts System Administrator account from performing transactions on the system.	H	N		CIS Infinity/Lucity	
60	Ability to require both user ID and password to access system functionality.	H	Y		CIS Infinity/Lucity	
61	Ability to provide password security which will automatically restrict access after a specified number of erroneous attempts to access.	H	F		CIS Infinity/Lucity	
62	Ability to ensure that system password settings are "customizable" (based upon the nature of threats to the data residing in the system. Management should be able to set the complexity levels for passwords as appropriate.)	H	F		CIS Infinity/Lucity	
63	Ability to ensure that system password expiration settings are "flexible" (higher privileged accounts should have passwords which expire every 30-60 days while lesser privileged accounts expire every 60-90 days).	H	F		CIS Infinity/Lucity	
64	Ability to restrict reuse of system passwords for a specifiable period of time.	H	F		CIS Infinity/Lucity	
65	Ability to enforce minimum password lengths.	H	F		CIS Infinity/Lucity	

Priority

H - High | M - Medium | L - Low

Availability

Y - Yes | R - Reporting Tool | T - Third Party
M - Modification | F - Future | N - Not Available

Town of Jupiter, FL - Utility Billing Services & Enterprise Asset Management System Selection

General and Technical

4.6 - General and Technical			CIS Infinity/Lucity			
Objective: To ensure that the application operates consistently and to the technical standards.						
Number	Application Requirements	Priority	Availability	Cost	Required Product(s)	Comments
66	Ability to reject a password if it does not meet established password editing & checking criteria that help ensure that the password will not be one that is easily guessed.	H	F		CIS Infinity/Lucity	
67	Ability for users to reset their own password.	H	F		CIS Infinity/Lucity	
68	Ability to monitor concurrent users to the database.	H	Y		CIS Infinity/Lucity	
69	Ability to automatically log off an inactive user.	H	Y		CIS Infinity/Lucity	
70	Ability for system to require re-authentication after a specified period of non use.	H	N		CIS Infinity/Lucity	
71	Ability to ensure that system passwords are suppressed during entry (***** appear instead of the clear-text representation of the password when logging in).	H	Y		CIS Infinity/Lucity	
72	Ability to track the relevant audit trails and allow "drill down to the source" functionality to review the history of all changes to the data.	H	Y		CIS Infinity/Lucity	
73	Ability to "audit" (can track specific actions performed).	H	Y		CIS Infinity/Lucity	
74	Ability to produce an audit report for reconciliation of future date effective transactions.	H	Y		CIS Infinity/Lucity	
75	Ability to allow management to review the system administrator's activities.	H	Y		CIS Infinity/Lucity	
76	Ability to provide a "flexible" system audit (can be configured to audit based upon "criticality levels" identified by management for each action performed within the system).	H	Y		CIS Infinity/Lucity	
77	Ability to provide audit reporting that is "user friendly" (audit reports are not "cryptic", they are easy to understands and act upon).	H	Y		CIS Infinity/Lucity	
78	Ability to trace transactions through the system using audit reports.	H	Y		CIS Infinity/Lucity	
79	Provides PCI compliance throughout the system	H	Y		CIS Infinity/Lucity	
80	Provides Red Flag compliance throughout the system	H	Y		CIS Infinity/Lucity	
81	Archiving					
82	Ability to provide an archiving solution for all data elements which provide configuration options for archiving schedules.	H	Y		CIS Infinity/Lucity	
83	System design provides an “archive” environment for historical data.	H	N		CIS Infinity/Lucity	
84	Integration and Interfacing					
85	Ability to import / export non-configuration data (e.g. transaction data) to/from a common data interchange format (e.g. ASCII, XML, CSV, etc.)	H	Y		CIS Infinity/Lucity	
86	Ability to import / export configuration data to/from a common data interchange format (e.g. ASCII, XML, CSV, etc.)	H	Y		CIS Infinity/Lucity	
87	Ability for all data import functions in the system to observe all pre-set data validation rules to enforce data / database integrity	H	Y		CIS Infinity/Lucity	
88	Ability to support web services as a means of real-time data exchange with other applications.	H	Y		CIS Infinity/Lucity	
89	Ability to import data into master files (meter readings, meter information (longitude/latitude and sequencing, etc.).	H	Y		CIS Infinity/Lucity	
90	Ability to provide utilities to assist in data conversion.	H	Y		CIS Infinity/Lucity	
91	Ability to apply security restrictions to all imports performed by a user.	H	Y		CIS Infinity/Lucity	

Priority

H - High | M - Medium | L - Low

Availability

Y - Yes | R - Reporting Tool | T - Third Party
M - Modification | F - Future | N - Not Available

Town of Jupiter, FL - Utility Billing Services & Enterprise Asset Management System Selection

General and Technical

4.6 - General and Technical			CIS Infinity/Lucity			
Objective: To ensure that the application operates consistently and to the technical standards.						
Number	Application Requirements	Priority	Availability	Cost	Required Product(s)	Comments
92	Ability to attach multiple documents / images to a single transaction and have that attachment flow with the transaction	H	Y		CIS Infinity/Lucity	
93	Integration with all other application modules on the same processor for custom report creation	H	Y		CIS Infinity/Lucity	
94	Ability to interface with Microsoft Office 2010 applications (Word, Excel, Project, Outlook, etc.)	H	Y		CIS Infinity/Lucity	
95	Ability to interface with ESRI ArcGIS suite of products for all location based applications (work orders, utility billing, asset management, fleet, facilities, request for service, etc.)	H	Y		CIS Infinity/Lucity	
96	System Installation					
97	Ability to provide capabilities for system to be deployed with an "agentless client" (i.e. no software on the desktop).	H	F		CIS Infinity/Lucity	
98	Ability to retain user preferences when installing new releases of the vendor's software.	H	Y		CIS Infinity/Lucity	
99	Ability to support the following environments during system implementation including: DEV, TEST, TRAIN, LIVE.	H	Y		CIS Infinity/Lucity	
100	Ability to customize the amount of data transferred between environments.	H	Y		CIS Infinity/Lucity	
101	Ability to provide a configuration management solution to allow for easy management of moving data and programs between the various environments.	H	Y		CIS Infinity/Lucity	
102	System Operations and Administration					
103	Ability for application to be operated in a hosted environment (ASP option).	H	Y		CIS Infinity/Lucity	
104	Ability to supply various utilities to facilitate file maintenance, data manipulation, and backup/recovery. These may include, but are not limited to, sorts, file generators, and file-to-file copying utilities.	H	Y		CIS Infinity/Lucity	
105	Ability for system to include the appropriate administrative and programming toolsets to configure, modify and customize the software applications.	M	Y		CIS Infinity/Lucity	
106	Ability for the software vendor(s) to have the facilities to diagnose and maintain the application software and database remotely.	H	Y		CIS Infinity/Lucity	
107	Ability for the vendor to provide ongoing software maintenance and new software releases periodically to meet all State and Federal requirements at no additional charge (included in the m & s contract).	H	N		CIS Infinity/Lucity	
108	Ability to remain on-line and inquire into multiple applications for extended periods of time.	H	Y		CIS Infinity/Lucity	
109	Ability to scroll forward and back during inquiry.	H	Y		CIS Infinity/Lucity	
110	Technical Standards & Preferences - Applies to ALL products being proposed by the vendor.					
111	Ability to provide system components that operate under a web services solution environment.	H	Y		CIS Infinity/Lucity	
112	Ability to provide a system that operates under a Service Oriented Architecture (SOA) environment.	H	F		CIS Infinity/Lucity	
113	Ability to use existing computers and printers.	H	Y		CIS Infinity/Lucity	

Priority

H - High | M - Medium | L - Low

44 of 78

Availability

Y - Yes | R - Reporting Tool | T - Third Party
M - Modification | F - Future | N - Not Available

Town of Jupiter, FL - Utility Billing Services & Enterprise Asset Management System Selection

General and Technical

4.6 - General and Technical			CIS Infinity/Lucity			
Objective: To ensure that the application operates consistently and to the technical standards.						
Number	Application Requirements	Priority	Availability	Cost	Required Product(s)	Comments
114	Ability to use multiple browsers (IE, Firefox, etc.)	H	Y		CIS Infinity/Lucity	
115	Ability to use a windows 7 platform.	H	Y		CIS Infinity/Lucity	
116	Ability to support server virtualization.	H	Y		CIS Infinity/Lucity	
117	Ability to support desktop virtualization	H	Y		CIS Infinity/Lucity	
118	Data Management					
119	Ability for all informational data elements tracked to be maintained in a (SQL Server) ODBC-compliant integrated database to allow efficient data sharing, customized report writing, and automated posting.	H	Y		CIS Infinity/Lucity	
120	Ability to add user defined data fields to meet changing requirements.	H	Y		CIS Infinity/Lucity	
121	Ability for system to interact with the relational database and offer robust querying and online analysis tools that do not require programming knowledge, allowing users to pick and choose fields, link tables, and establish criteria.	H	Y		CIS Infinity/Lucity	
122	Ability to log all on-line input and provide the ability to recover the data files to the point of the last transaction in the event of a programming or system failure. This process should minimize user involvement.	H	Y		CIS Infinity/Lucity	
123	Ability to access tables from other systems using both SQL and non-SQL data sources.	H	Y		CIS Infinity/Lucity	
124	Ability to support referential integrity through the use of data definitions.	H	Y		CIS Infinity/Lucity	
125	Ability to create database integrity constraints that match the business rules enforced by the system through the modules code.	H	Y		CIS Infinity/Lucity	
126	Ability for the database to allow for data access in a seamless manner even though the data may physically reside on another server.	H	Y		CIS Infinity/Lucity	
127	Ability to flag specific information as confidential, and redact it, so that it is not provided out to the public with open records requests.	H	Y		CIS Infinity/Lucity	
128	User Interface					
129	Ability for system to ensure that all features and functions within the application will be available and operate identically regardless of the user interface that is used (i.e., web-based or client-based).	H	Y		CIS Infinity/Lucity	
130	Ability to ensure that the software complies with accessibility standards. To comply with the Americans with Disabilities Act (ADA), Information technology must be accessible to people with disabilities. And the information technology's accessibility level must comply with accessibility standards set forth in Section 508 of the Rehabilitation Act. Section 508 requires that Federal agencies' electronic and information technology is accessible to people with disabilities	L	N		CIS Infinity/Lucity	
131	Ability to ensure that the software applications provide functionality for or are compatible with third party industry standard (Lunar, Supernova, Zoom Text, Magic) screen magnification products to enlarge the print on the computer screen and configure print size, contrast and color selection for blind users. Please note third party product compatibility in Comment field.	L	N		CIS Infinity/Lucity	

Priority

H - High | M - Medium | L - Low

45 of 78

Availability

Y - Yes | R - Reporting Tool | T - Third Party
M - Modification | F - Future | N - Not Available

Town of Jupiter, FL - Utility Billing Services & Enterprise Asset Management System Selection

General and Technical

4.6 - General and Technical				CIS Infinity/Lucity		
Objective: To ensure that the application operates consistently and to the technical standards.						
Number	Application Requirements	Priority	Availability	Cost	Required Product(s)	Comments
132	Ability for the software applications to provide functionality for or are compatible with third party industry standard (Hal, JAWS for Windows, Windows Eyes, etc.) screen reading software (used to operate a speech synthesizer, which voices the contents of a computer screen) for blind users. Please note third party product compatibility in Comment field	L	N		CIS Infinity/Lucity	
133	Ability for system to provide a Web-based interface that uses "point and click" device functionality to choose between pull down menus and options.	H	N		CIS Infinity/Lucity	
134	Ability for system to ensure a consistent use of command keys and screen layouts across the application.	H	Y		CIS Infinity/Lucity	
135	Ability for system to allow multiple screens to be open simultaneously within the same session.	H	Y		CIS Infinity/Lucity	
136	Ability to allow any screen to be modified to use the customized terminology.	H	F		CIS Infinity/Lucity	
137	Ability to allow unused data elements to be removed, hidden or modified to conform to existing practices without compromising the ability to perform system updates that will result in these changes being lost.	H	Y		CIS Infinity/Lucity	
138	Ability to modify pull down menus and pick lists, with proper security authorization.	H	Y		CIS Infinity/Lucity	
139	Ability for system to display all dollar amounts formatted with dollar signs and commas.	H	Y		CIS Infinity/Lucity	
140	Data Entry & Transaction Processing					
141	Ability to control entry of data to ensure user enters data into all required fields on the screen.	H	Y		CIS Infinity/Lucity	
142	Ability to have data entry fields automatically default to a specific value (e.g., date fields should default to current date).	H	Y		CIS Infinity/Lucity	
143	Ability to perform batch data entry of transactions with batch totals.	H	Y		CIS Infinity/Lucity	
144	Ability for system to provide data entry transaction templates (i.e. work orders, meter information, etc.), with custom defined fields as a default.	H	Y		CIS Infinity/Lucity	
145	Ability for system architecture to support distributed data entry by authorized users.	H	Y		CIS Infinity/Lucity	
146	Ability to configure tabbing order on all data entry screens.	H	F		CIS Infinity/Lucity	
147	Ability to “auto fill” fills in field level information (i.e. – customer name, state, etc.).	H	Y		CIS Infinity/Lucity	
148	Ability for back-ups or other transactions in one module to not block, delay, or otherwise interfere with transactions in other modules.	H	Y		CIS Infinity/Lucity	
149	Ability for the system, excluding complete system backup activities, to be available 24 hours a day.	H	Y		CIS Infinity/Lucity	
150	System provides record locking functionality which only allow viewing, and query access to system records by users, while a user is making edits to the record	H	Y		CIS Infinity/Lucity	
151	Ability for system to provide free form comments fields for all transactions – prior to posting, after the fact (multiple un-editable comments with user stamping and date stamping)	H	Y		CIS Infinity/Lucity	

Priority

H - High | M - Medium | L - Low

46 of 78

Availability

Y - Yes | R - Reporting Tool | T - Third Party
M - Modification | F - Future | N - Not Available

Town of Jupiter, FL - Utility Billing Services & Enterprise Asset Management System Selection

General and Technical

4.6 - General and Technical				CIS Infinity/Lucity		
Objective: To ensure that the application operates consistently and to the technical standards.						
Number	Application Requirements	Priority	Availability	Cost	Required Product(s)	Comments
152	Central Document / Transaction Workflow Engine					
153	Ability to provide workflow functionality, automating business processes within the system that can be controlled and managed by a trained end-user. This workflow includes routing based on roles defined in the system and assigned to each user and rules determining how a process is handled and works consistently across all module areas and user interfaces within the application.	H	Y		CIS Infinity/Lucity	
154	Ability to set up workflows to allow for multiple levels of approvals and notifications	H	Y		CIS Infinity/Lucity	
155	System provides audit trail history of approvals.	H	Y		CIS Infinity/Lucity	
156	Ability to set ad hoc approval rule for individual transactions.	H	M	\$16,500.00	CIS Infinity/Lucity	
157	Ability to provide workflow functionality that allows users to lookup a transaction and see the status in an approval tree.	H	Y		CIS Infinity/Lucity	
158	Ability to provide workflow functionality that is role based such that departments can perform approvals in a “person independent” manner.	H	Y		CIS Infinity/Lucity	
159	Ability to provide tickler / reminder functionality throughout the system that could be set to trigger based on certain events (e.g., more than 2 weeks have passed and you are responsible for completing this step, contract is going to expire soon, etc.). Optionally, be able to trigger a standard email to be sent through e-mail system.	H	Y		CIS Infinity/Lucity	
160	Ability to provide the same workflow rules and engine regardless of the user interface that is used (i.e., web-based or client-based interface).	H	Y		CIS Infinity/Lucity	
161	Ability to provide workflow functionality that allows a user to enter in an unlimited amount of text indicating the reason for the rejection and allows for complete viewing of this text by the user receiving the rejection notice.	H	M		CIS Infinity/Lucity	Modification in CIS (included in 156 above), not provided in Lucity
162	Ability to provide workflow functionality that allows a user to forward workflow items for a user-designated period of time to another user who will act as a surrogate in being able to review, approve and reject all workflow items in the first user's absence.	H	Y		CIS Infinity/Lucity	Supported in CIS, not in Lucity.
163	Ability to provide workflow functionality that allows for items to be put into workflow with a combination of parallel or sequential approvals.	H	M		CIS Infinity/Lucity	Modification in CIS (included in 156 above), not provided in Lucity
164	Ability to provide workflow functionality such that in a parallel approval the following options are possible: * All users must approve an item before moving to the next step * One user must approve an item before moving to the next step * Rejection by only one of the users will push the workflow back to the previous step. * Previous step of process is locked once approval is authorized	H	M		CIS Infinity/Lucity	Modification in CIS (included in 156 above), not provided in Lucity
165	Ability to provide workflow functionality that allows for reporting on how long each step in a workflow is taking to perform.	H	M		CIS Infinity/Lucity	Modification in CIS (included in 156 above), not provided in Lucity

Priority

H - High | M - Medium | L - Low

Availability

Y - Yes | R - Reporting Tool | T - Third Party
M - Modification | F - Future | N - Not Available

Town of Jupiter, FL - Utility Billing Services & Enterprise Asset Management System Selection

General and Technical

4.6 - General and Technical				CIS Infinity/Lucity		
Objective: To ensure that the application operates consistently and to the technical standards.						
Number	Application Requirements	Priority	Availability	Cost	Required Product(s)	Comments
166	Ability to provide workflow functionality with the following options when reviewing an item: * Approve * Forward * Hold * Reject	H	M		CIS Infinity/Lucity	Modification in CIS (included in 156 above), not provided in Lucity
167	Ability to provide workflow functionality that allows for notification of the results of a workflow step to be sent to a user via email or be viewable internally within the application. The type of notification (email or internal to application) can be customizable for each individual user.	H	M		CIS Infinity/Lucity	Modification in CIS (included in 156 above), not provided in Lucity
168	Ability to provide workflow functionality that allows for users receiving workflow updates via email to click on a link provided within the email that takes the user to the appropriate area within the application to perform the next steps on that workflow.	H	N		CIS Infinity/Lucity	
169	Address Management					
170	Ability to support a standard naming convention including segments for all addresses within the system.	H	Y		CIS Infinity/Lucity	
171	Ability to maintain separate components for an address record including:	H	Y		CIS Infinity/Lucity	
172	House number	H	Y		CIS Infinity/Lucity	
173	Direction	H	Y		CIS Infinity/Lucity	
174	Street name	H	Y		CIS Infinity/Lucity	
175	Street suffix	H	Y		CIS Infinity/Lucity	
176	Post direction	H	Y		CIS Infinity/Lucity	
177	Unit	H	Y		CIS Infinity/Lucity	
178	City	H	Y		CIS Infinity/Lucity	
179	State	H	Y		CIS Infinity/Lucity	
180	Zip code + 4	H	Y		CIS Infinity/Lucity	
181	Country	H	Y		CIS Infinity/Lucity	
182	User defined fields	M	Y		CIS Infinity/Lucity	
183	Ability to accommodate foreign addresses	H	Y		CIS Infinity/Lucity	
184	Ability to support a single customer record that is not duplicated within the system.	H	Y		CIS Infinity/Lucity	
185	Ability to enforce address standards to ensure consistency with master address list	H	Y		CIS Infinity/Lucity	
186	Ability for addresses to support the USPS standard.	H	Y		CIS Infinity/Lucity	
187	Standard system functionality provides ability to import master City/State/ZIP file from a 3rd party (US Post Office) and validate addresses with the system against it. Also defaults City and State, if ZIP is entered.	H	Y		CIS Infinity/Lucity	
188	Reporting and Printing					
189	Ability to provide an Executive Information System (EIS) that allows for management to have a real-time snapshot of performance based on key defined metrics.	H	Y		CIS Infinity/Lucity	

Priority

H - High | M - Medium | L - Low

Availability

Y - Yes | R - Reporting Tool | T - Third Party
M - Modification | F - Future | N - Not Available

Town of Jupiter, FL - Utility Billing Services & Enterprise Asset Management System Selection

General and Technical

4.6 - General and Technical			CIS Infinity/Lucity			
Objective: To ensure that the application operates consistently and to the technical standards.						
Number	Application Requirements	Priority	Availability	Cost	Required Product(s)	Comments
190	System should include an easy to use report generator, with all tables downloadable to spreadsheet for ad hoc reporting.	H	Y		CIS Infinity/Lucity	
191	Ability to add or delete new fields by which on line inquiries can be made.	H	Y		CIS Infinity/Lucity	
192	Ability for system to provide a reporting environment that satisfies a number of different users needs and levels of reporting sophistication.	H	Y		CIS Infinity/Lucity	
193	Ability for system to have an integrated report writer with the following features:	-			CIS Infinity/Lucity	
194	Report Writer capability with file organization structure consistent between all application modules	H	Y		CIS Infinity/Lucity	
195	Flexible report formatting capabilities	H	Y		CIS Infinity/Lucity	
196	Mailing list and label generation capability	H	Y		CIS Infinity/Lucity	
197	Ability to retrieve information from multiple tables / files	H	Y		CIS Infinity/Lucity	
198	Ability to specify desired subtotal breaks and totaling fields	H	Y		CIS Infinity/Lucity	
199	Ability to obtain reports in different sort sequences	H	Y		CIS Infinity/Lucity	
200	Ability to calculate percentages	H	Y		CIS Infinity/Lucity	
201	Ability to calculate averages	H	Y		CIS Infinity/Lucity	
202	Ability to make minor alterations to previously defined reports.	H	Y		CIS Infinity/Lucity	
203	Ability to prepare / print reports from any billing period and across periods.	H	Y		CIS Infinity/Lucity	
204	Ability to set up menus of created reports for easy access and printing	H	Y		CIS Infinity/Lucity	
205	Option available to send report to the screen, a printer, or to a file.	H	Y		CIS Infinity/Lucity	
206	"Wildcard" and/or "Keyword" capability to allow easy accessing of a range of values when creating reports	H	Y		CIS Infinity/Lucity	
207	Ability to quickly access a range or set of accounts for report creation by specifying a utility and/or account type	H	Y		CIS Infinity/Lucity	
208	Sequentially numbered pages on reports	H	Y		CIS Infinity/Lucity	
209	Shows current date and reports "as of" date and time	H	Y		CIS Infinity/Lucity	
210	Data fields include commas, decimal points, dollar signs, +/- signs, etc. and are right or left justified as appropriate	H	Y		CIS Infinity/Lucity	
211	Ability to select any department (or cost center) or range(s) of departments (or cost centers) for inclusion or exclusion in/from reports	H	Y		CIS Infinity/Lucity	
212	Ability to "drill down" allowing a user to begin with a summary level screen / online report and inquire on progressively more detailed (i.e., source) transactions.	H	Y		CIS Infinity/Lucity	
213	Ability to provide a simple, easy drill down / drill around – with minimal keystrokes.	H	Y		CIS Infinity/Lucity	
214	Ability to output electronically (file or diskette) to all governmental entities as required by law.	H	Y		CIS Infinity/Lucity	
215	Ability for reports to be scheduled to run (i.e. to PDF).	H	Y		CIS Infinity/Lucity	
216	Ability to execute reports with an "as of" date.	H	Y		CIS Infinity/Lucity	
217	Ability to allow end users to directly print reports and inquiry screens to printer, without cumbersome use of a "print queue".	H	Y		CIS Infinity/Lucity	

Priority

H - High | M - Medium | L - Low

49 of 78

Availability

Y - Yes | R - Reporting Tool | T - Third Party
M - Modification | F - Future | N - Not Available

Town of Jupiter, FL - Utility Billing Services & Enterprise Asset Management System Selection

General and Technical

4.6 - General and Technical			CIS Infinity/Lucity			
Objective: To ensure that the application operates consistently and to the technical standards.						
Number	Application Requirements	Priority	Availability	Cost	Required Product(s)	Comments
218	Ability to allow search criteria on reports to be not-exact matches, partials, or similar (e.g., soundex).	H	Y		CIS Infinity/Lucity	
219	Ability to automatically route reports via a workflow.	H	Y		CIS Infinity/Lucity	
220	Ability to provide system-wide search and reporting functionality for keyword search, across all master and transaction records, to assist with fulfilling Open Records Requests.	H	Y		CIS Infinity/Lucity	
221	Ability for system to allow users to perform inquiries and searches by any field available for data entry.	H	Y		CIS Infinity/Lucity	
222	Ability to reprint reports, checks, or bills with restart capability when reports, checks, or bills being printed are interrupted.	H	Y		CIS Infinity/Lucity	
223	Ability to print all reports to laser printers (in either portrait or landscape format)	H	Y		CIS Infinity/Lucity	
224	Ability for system to provide report formats that are developed to maximize data available on a page while still being readable.	H	Y		CIS Infinity/Lucity	
225	Ability to allow formatted output to be matched to printer device characteristics without intervention by the user.	H	N		CIS Infinity/Lucity	
226	Ability to provide utilities for the user to choose delivery of a print job to an appropriate printer.	H	Y		CIS Infinity/Lucity	
227	Ability for a user to specify which printer will print a specific report.	H	Y		CIS Infinity/Lucity	
228	Ability to print screen contents (format and data) of each display.	H	Y		CIS Infinity/Lucity	
229	Ability to print inquiry and data entry screens directly to a printer from the data entry or inquiry screen.	H	Y		CIS Infinity/Lucity	
230	Ability to report/query on all fields including user defined fields	H	Y		CIS Infinity/Lucity	

Priority

H - High | M - Medium | L - Low

Availability

Y - Yes | R - Reporting Tool | T - Third Party
M - Modification | F - Future | N - Not Available

Town of Jupiter, FL - Utility Billing Services & Enterprise Asset Management System Selection
Request for Service

Advanced Utility Systems (Prime)	
Code	Availability Definition
Y	Functionality is provided out of the box through the completion of a task associated with a routine configurable area that includes, but is not limited to, user-defined fields, delivered or configurable workflows, alerts or notifications, standard import/export, table driven setups and standard reports with no changes. These configuration areas will not be affected by a future upgrade. The proposed services include implementation and training on this functionality, unless specifically excluded in the Statement of Work, as part of the deployment of the solution.
R	Functionality is provided through reports generated using proposed Reporting Tools.
T	Functionality is provided by proposed third party functionality (i.e., third party is defined as a separate software vendor from the primary software vendor). The pricing of all third party products that provide this functionality MUST be included in the cost proposal.
M	Functionality is provided through customization to the application, including creation of a new workflow or development of a custom interface, that may have an impact on future upgradability.
F	Functionality is provided through a future release that is to be available within 1 year of the proposal response.
N	Functionality is not provided.

4.7 - Request for Service			Lucity Request, Lucity Work Administrator, Lucity Citizen Portal			
Objective: To provide a centralized repository to track, manage, and administer requests for service (RFS), which allows for decentralized entry and limited access by citizens and constituents.						
Number	Application Requirements	Priority	Availability	Cost	Required Product(s)	Comments
1	Module Interface Requirements					
2	System provides a central Request for Service function that is fully interfaced with the following modules:	-			Lucity Request, Lucity Work Administrator, Lucity Citizen Portal	
3	Utility Billing	H	Y		Lucity Request	Cost included with interfaces.
4	Work Orders	H	Y		Lucity Request, Lucity Work Administrator, Lucity Citizen Portal	
5	Fleet	H	Y		Lucity Request, Lucity Work Administrator, Lucity Citizen Portal	
6	Equipment	H	Y		Lucity Request, Lucity Work Administrator, Lucity Citizen Portal	
7	Displays other nearby RFS with the same category	H	Y		Lucity Request, Lucity Work Administrator, Lucity Citizen Portal	
8	Ability for a RFS to be directly associated with a GIS location in the Organization's ESRI GIS application	H	Y		Lucity Request, Lucity Work Administrator, Lucity Citizen Portal	
9	System provides standard functionality to interface with the Organization's email / calendaring system to properly schedule and assign requests for service	H	Y		Lucity Request, Lucity Work Administrator, Lucity Citizen Portal	Interface to email is standard, out of the box functionality. Currently no interface to an Outlook calendar or similar third-party application.
10	Ability to attach photos or documents to the request	H	Y		Lucity Request, Lucity Work Administrator, Lucity Citizen Portal	

Town of Jupiter, FL - Utility Billing Services & Enterprise Asset Management System Selection

Request for Service

4.7 - Request for Service				Lucity Request, Lucity Work Administrator, Lucity Citizen Portal		
Objective: To provide a centralized repository to track, manage, and administer requests for service (RFS), which allows for decentralized entry and limited access by citizens and constituents.						
Number	Application Requirements	Priority	Availability	Cost	Required Product(s)	Comments
11	Ability to update contact information (i.e. email address, phone number, etc.) on the utility billing customer master file from the request.	H	M		Lucity Request, Lucity Work Administrator, Lucity Citizen Portal	
12	System Functional Requirements					
13	RFS form can be duplicated and modified so that each department can use a unique, applicable screen.	H	Y		Lucity Request	
14	Automatically numbers each RFS.	H	Y		Lucity Request	
15	For each RFS, ability to record, inquire and report on the following:	-				
16	RFS Number/Code (system generated)	H	Y		Lucity Request	
17	Request Type	H	Y		Lucity Request	
18	Requestor Type (e.g. resident, non, business, employee, etc.)	H	Y		Lucity Request	
19	Requestor contact info (e.g. name, address, phone, email)	H	Y		Lucity Request	
20	Requestor's best time to call	H	Y		Lucity Request	May require user field
21	Multiple dates related to the request (e.g. date received (system generated), date entered, date requested, etc.)	H	Y		Lucity Request	
22	Location of request	H	Y		Lucity Request	
23	Address of request (multiple)	H	Y		Lucity Request	
24	Location of problem including intersection and block	H	Y		Lucity Request	
25	Description of issue	H	Y		Lucity Request	
26	Indication if contact is a follow up request	H	Y		Lucity Request	May require user field
27	Category of issue	H	Y		Lucity Request	
28	Priority Code	H	Y		Lucity Request	
29	Response to issue	H	Y		Lucity Request	
30	Date/time the request was responded to or action was taken	H	Y		Lucity Request	
31	Responded by (e.g. department, employee, etc.)	H	Y		Lucity Request	
32	Comments	H	Y		Lucity Request	
33	Status Code (e.g. configurable status codes such as: entered, in process, responding, completed, closed, reassigned)	H	Y		Lucity Request	
34	During RFS entry, system displays other RFS's from the requestor	H	Y		Lucity Request	
35	System provides ability to track "internal comments" on RFS, that do not print on any report or show on web-interface	H	Y		Lucity Request	
36	RFS entry screen is configurable to default fields based on type of request.	H	Y		Lucity Request	
37	Accommodates a user-definable, alpha-numeric type of RFS code.	H	Y		Lucity Request	
38	Security available on-line to restrict access to authorized users.	H	Y		Lucity Request	
39	Provides functionality to establish and configure standard RFS categories	H	Y		Lucity Request	
40	System tracks "typical follow up duration" per RFS category, and displays it during RFS entry, allowing staff to realistically set expectations with constituent	H	Y		Lucity Request	

Priority

H - High | M - Medium | L - Low

52 of 78

Availability

Y - Yes | R - Reporting Tool | T - Third Party
M - Modification | F - Future | N - Not Available

Town of Jupiter, FL - Utility Billing Services & Enterprise Asset Management System Selection

Request for Service

4.7 - Request for Service			Lucity Request, Lucity Work Administrator, Lucity Citizen Portal			
Objective: To provide a centralized repository to track, manage, and administer requests for service (RFS), which allows for decentralized entry and limited access by citizens and constituents.						
Number	Application Requirements	Priority	Availability	Cost	Required Product(s)	Comments
41	System has the ability to check for duplicate entry of RFS, when entering a new one by checking user defined fields such as the "issue", customer requesting, etc.	M	Y		Lucity Request	
42	Ability for staff to compare the current incoming RFS to others already in the database by geographic area, type code, requester, or date.	H	Y		Lucity Request	
43	Ability to generate an e-mail and/or phone call to notify intended responders.	H	Y		Lucity Request	Email is supported
44	Maintains full audit trail of entries and changes to status codes, responders, dates, locations, etc.	H	Y		Lucity Request	
45	System provides a highly configurable workflow engine that allows for multiple-step routing, default responsibilities based on RFS category, audit logging and reporting of activities, proactive communication based on a queuing system	H	Y		Lucity Work Administrator	Current routing supported in work order module.
46	System provides functionality to allow for re-assignment of RFS to other users and provides notifications to those users	H	Y		Lucity Request	
47	System provides option to each user as to what their preferred method of notification is for RFS items assigned to them: e-mail or system queue	H	Y		Lucity Request	
48	System allows for partial completion of RFS	H	Y		Lucity Request	
49	Accommodates numerous requestors, location addresses (e.g., who called, where problem is, etc.), or location descriptions for each RFS.	H	Y		Lucity Request	
50	Based on a pre-set time limit (in hours, days, or weeks), system automatically prompts user who was assigned (as well as supervisors) the RFS that no action has been taken (i.e., the RFS is still open).	H	Y		Lucity Work Administrator	
51	System separates "issue" from RFS – multiple RFS can relate to the same issue – parent / child relationships can be defined (e.g. water line break)	H	Y		Lucity Request	
52	System provides the ability to assign an "orphan" RFS with an existing issue	H	Y		Lucity Request	
53	RFS can be associated with a project code	H	Y		Lucity Request	
54	Confirmation letters can optionally be generated from the system, that can be sent to the initiator of the RFS	H	R		Lucity Request	
55	System provides functionality to establish categories of complaints	H	Y		Lucity Work Administrator	
56	RFS history retains RFS status (related to splits and combines)	H	Y		Lucity Request	
57	Citizen naming tools that show similar citizens when typing	M	N			Citizen validation and loookup available after typing.
58	System tracks a "communications log" based on each interaction related to an RFS	H	Y		Lucity Request	
59	System provides ability to reopen and modify closed RFS'	H	Y		Lucity Request	
60	System provides ability to attach supporting documents (.html, .pdf, .doc,.jpg, etc.) to RFS records	H	Y		Lucity Request	
61	Ability to have user defined performance measurements based on a variety of fields (i.e. date/time issued, date/time responded, date/time resolved, etc.)	H	R		Lucity Request	
62	Web Based Constituent Self Service Requirements					

Priority

H - High | M - Medium | L - Low

Availability

Y - Yes | R - Reporting Tool | T - Third Party
M - Modification | F - Future | N - Not Available

Town of Jupiter, FL - Utility Billing Services & Enterprise Asset Management System Selection

Request for Service

4.7 - Request for Service			Lucity Request, Lucity Work Administrator, Lucity Citizen Portal			
Objective: To provide a centralized repository to track, manage, and administer requests for service (RFS), which allows for decentralized entry and limited access by citizens and constituents.						
Number	Application Requirements	Priority	Availability	Cost	Required Product(s)	Comments
63	Provides an Internet front-end that integrates with the Organization's web site for citizens to submit a RFS electronically.	H	Y		Lucity Citizen Portal	
64	For RFS' submitted by citizens electronically online, the system should be able to:	-				
65	Set required field	H	Y		Lucity Citizen Portal	
66	Validate e-mail address and/or current phone numbers when user sets up login ID/ Password (e.g. requiring the resident to respond to a system generated e-mail message before the account is added to the system)	H	N			
67	Provides an Internet front-end that integrates with the Organization's web site for citizens to lookup the status of their RFS' electronically, including search by limited RFS attribute	H	Y		Lucity Citizen Portal	
68	Provides an Internet front-end that provides user security	H	Y		Lucity Citizen Portal	User must supply email and RFS number.
69	RFS module will proactively communicate with constituents who have logged RFS by sending them an email notifying them of change of status (including completion) of their RFS	H	Y		Lucity Citizen Portal	
70	System allows for user to define the priority and escalation terms for their service request	H	Y		Lucity Citizen Portal	
71	<u>Principal Reporting Requirements</u>					
72	System provides for inquiry, lookup, search of RFS to authorized users by any attribute of the RFS	H	Y		Lucity Request	
73	On demand status report showing:	-				
74	Completed RFS'	H	Y		Lucity Request	
75	Uncompleted RFS'	H	Y		Lucity Request	
76	RFS aging	H	Y		Lucity Request	
77	Comprehensive list by date	H	Y		Lucity Request	
78	Address	H	Y		Lucity Request	
79	Name	H	Y		Lucity Request	
80	Location	H	Y		Lucity Request	
81	Type code	H	Y		Lucity Request	
82	Category	H	Y		Lucity Request	
83	Other user defined fields	H	Y		Lucity Request	
84	Produces a Trend Report, illustrating patterns and trends in RFS' recorded over a user defined period of time. Reports on types of RFS', requestors, RFS by category, dates and patterns of recurrence.	H	R		Lucity Request	
85	Provides management reporting displaying RFS aging based on RFS date taken	H	R		Lucity Request	
86	Generates a monthly "log book" report, showing all RFS' logged over the prior month, including requestor, responder, date, RFS type, and address/location. Ability to sort report by any of the above items.	H	R		Lucity Request	
87	System provides functionality to report on details of incoming complaints - for review and recategorization, re-prioritization, etc.	H	R		Lucity Request	

Priority

H - High | M - Medium | L - Low

Availability

Y - Yes | R - Reporting Tool | T - Third Party
M - Modification | F - Future | N - Not Available

Town of Jupiter, FL - Utility Billing Services & Enterprise Asset Management System Selection

Request for Service

4.7 - Request for Service			Lucity Request, Lucity Work Administrator, Lucity Citizen Portal			
Objective: To provide a centralized repository to track, manage, and administer requests for service (RFS), which allows for decentralized entry and limited access by citizens and constituents.						
Number	Application Requirements	Priority	Availability	Cost	Required Product(s)	Comments
88	System provides ability to report/inquire on the number of days it takes to respond per category, department, and/or employee.	H	Y		Lucity Request	
89	System provides ability to report/inquire on the number of complaints that came in during a specified time period giving both summary and detailed information	H	Y		Lucity Request	
90	System provides reports by district, street, or other location based code	H	R		Lucity Request	

Priority

H - High | M - Medium | L - Low

55 of 78

Availability

Y - Yes | R - Reporting Tool | T - Third Party
M - Modification | F - Future | N - Not Available

Town of Jupiter, FL - Utility Billing Services & Enterprise Asset Management System Selection

Utility Billing

Advanced Utility Systems (Prime)	
Code	Availability Definition
Y	Functionality is provided out of the box through the completion of a task associated with a routine configurable area that includes, but is not limited to, user-defined fields, delivered or configurable workflows, alerts or notifications, standard import/export, table driven setups and standard reports with no changes. These configuration areas will not be affected by a future upgrade. The proposed services include implementation and training on this functionality, unless specifically excluded in the Statement of Work, as part of the deployment of the solution.
R	Functionality is provided through reports generated using proposed Reporting Tools.
T	Functionality is provided by proposed third party functionality (i.e., third party is defined as a separate software vendor from the primary software vendor). The pricing of all third party products that provide this functionality MUST be included in the cost proposal.
M	Functionality is provided through customization to the application, including creation of a new workflow or development of a custom interface, that may have an impact on future upgradability.
F	Functionality is provided through a future release that is to be available within 1 year of the proposal response.
N	Functionality is not provided.

4.8 - Utility Billing				Advanced CIS Infinity		
Objective: To streamline the utility billing and collection processes and to ensure accurate bill generation, to increase efficiency in customer service processes, editing data, preparing bills, etc. Provide enhanced						
Number	Application Requirements	Priority	Availability	Cost	Required Product(s)	Comments
1	System has the ability to search for customer information by customer id, location id, customer name, service address, phone number, driver license number, etc. For any non-numeric search, system will provide list of available choices for criteria being searched if an exact match is not found.	H	Y		Advanced CIS Infinity	
2	System allows for search of accounts by parcel ID (PIN)	H	Y		Advanced CIS Infinity	
3	System provides utility account search with wildcards	M	Y		Advanced CIS Infinity	
4	System provides a customer overview screen displaying all customer information, including pending activity.	H	Y		Advanced CIS Infinity	
5	System provides ability to associate a landlord account with every account and provides tools to perform an automated rollback if a renter finals.	H	Y		Advanced CIS Infinity	
6	System provides functions to research account details and perform account adjustments	H	Y		Advanced CIS Infinity	
7	Retains and displays (user defined) multiple years of billing and collection history in 'Live' database.	H	Y		Advanced CIS Infinity	
8	System tracks utility read routes / sequences, including tracking of directions and meter location	H	Y		Advanced CIS Infinity	
9	Ability to view a "Change History" of records changed by internal staff.	H	Y		Advanced CIS Infinity	
10	Credit card and draft debit – auto draft available for all Utility Billing services	H	Y		Advanced CIS Infinity	
11	System provides e-payment and web customer account services/tools	H	Y		Infinity.Link	Requires interface to 3rd party payment processor for credit authorization
12	System provides graphic display of usage history per account	H	Y		Advanced CIS Infinity	
13	System provides the average usage per account	M	Y		Advanced CIS Infinity	
14	System provides ability to perform “what if” billing calculations scenarios	H	Y		Advanced CIS Infinity	In the test system
15	System provides tools to assess late charges and provides the related customer correspondence via phone calls, email or written notice	H	Y		Advanced CIS Infinity	
16	Ability to bill and track solid waste containers	L	Y		Advanced CIS Infinity	
17	Ability to attach images to an account	H	Y		Advanced CIS Infinity	
18	Ability to have GPS tracking for all meters	H	Y		Advanced CIS Infinity	

Priority

H - High | M - Medium | L - Low

Availability

Y - Yes | R - Reporting Tool | T - Third Party
M - Modification | F - Future | N - Not Available

Town of Jupiter, FL - Utility Billing Services & Enterprise Asset Management System Selection

Utility Billing

4.8 - Utility Billing				Advanced CIS Infinity		
Objective: To streamline the utility billing and collection processes and to ensure accurate bill generation, to increase efficiency in customer service processes, editing data, preparing bills, etc. Provide enhanced						
Number	Application Requirements	Priority	Availability	Cost	Required Product(s)	Comments
19	Ability to create an intuitive and simplified billing calendar based on global system control setup	H	Y		Advanced CIS Infinity	
20	Ability to have a customer self service web portal	H	Y		Infinity.Link	
21	Ability to have a environment to test rate increases and adjustments	M	Y		Advanced CIS Infinity	In the test system
22	Account Set-Up					
23	Maintains utility account master file information in a relational database, including:	-			Advanced CIS Infinity	
24	User Defined Account Number set up with the ability to automatically assign the next available number for new accounts based on cycle and route.	H	Y		Advanced CIS Infinity	
25	Multiple contact phone numbers	H	Y		Advanced CIS Infinity	
26	E-mail address	H	Y		Advanced CIS Infinity	
27	Cycle/book number (at least three digits in length)	H	Y		Advanced CIS Infinity	
28	Lot number	H	Y		Advanced CIS Infinity	
29	Meter Reading Sequence Number (5 digits numeric minimum)	H	Y		Advanced CIS Infinity	
30	Account status (active, inactive, off for non-payment, being finaled, write-off, etc.)	H	Y		Advanced CIS Infinity	
31	Services (residential, commercial & multi-family water; tiered rates based on 28-32 day water consumption plus base charge (based on previous year's annual consumption); other water services billed the same include: Irrigation, fire lines, hydrant meters; Stormwater (flat rate x units); Garbage (flat rate); Recycling (flat rate); Yard Waste (flat rate); Disposal Fee (flat rate); Utility Tax/Surcharge (various percentages of water & base charge) and miscellaneous flat rate charges.	H	Y		Advanced CIS Infinity	
32	Allow for sewer billing based upon water usage, number of fixtures or flat rate codes	H	Y		Advanced CIS Infinity	
33	Allow for billing of re-use water (irrigation quality) based upon consumption	H	Y		Advanced CIS Infinity	
34	Number of Units (stores, apts., etc.)	H	Y		Advanced CIS Infinity	
35	Past Due Notice override with proper authorization	H	Y		Advanced CIS Infinity	
36	Shut Off Notice override with proper authorization	H	Y		Advanced CIS Infinity	
37	Final bill indicator	H	Y		Advanced CIS Infinity	
38	Installation date	H	Y		Advanced CIS Infinity	
39	Customer Initiation Date	H	Y		Advanced CIS Infinity	
40	Service Initiation Date (when individual service is activated allowing multiple initiation dates per service)	H	Y		Advanced CIS Infinity	
41	Customer type (residential, commercial, multi-family, mixed residential & commercial or others user configurable, etc.)	H	Y		Advanced CIS Infinity	
42	Billing/Consumption/Usage/Adjustment/Collection History	H	Y		Advanced CIS Infinity	
43	Name and Address (both service and billing for owner and renter) follow USPS standard	H	Y		Advanced CIS Infinity	
44	EFT Bank Account & ABA Routing Number	H	Y		Advanced CIS Infinity	

Priority

H - High | M - Medium | L - Low

57 of 78

Availability

Y - Yes | R - Reporting Tool | T - Third Party
M - Modification | F - Future | N - Not Available

Town of Jupiter, FL - Utility Billing Services & Enterprise Asset Management System Selection

Utility Billing

4.8 - Utility Billing				Advanced CIS Infinity		
Objective: To streamline the utility billing and collection processes and to ensure accurate bill generation, to increase efficiency in customer service processes, editing data, preparing bills, etc. Provide enhanced						
Number	Application Requirements	Priority	Availability	Cost	Required Product(s)	Comments
45	EFT Start/Stop Dates	H	Y		Advanced CIS Infinity	
46	EFT Bank Account Type	H	Y		Advanced CIS Infinity	
47	Document for Tenancy has been filed indicator	M	Y		Advanced CIS Infinity	
48	Tax ID/Parcel Number/PCN	H	Y		Advanced CIS Infinity	
49	Masked/redacted social security numbers (encrypted & stored in database)	H	Y		Advanced CIS Infinity	
50	Amount Due/Received	H	Y		Advanced CIS Infinity	
51	Comments/Notes (unlimited)	H	Y		Advanced CIS Infinity	
52	Rate Codes	H	Y		Advanced CIS Infinity	
53	Read Date	H	Y		Advanced CIS Infinity	
54	Current/Last read	H	Y		Advanced CIS Infinity	
55	Billing specific comments and notes	H	Y		Advanced CIS Infinity	
56	Alternate and/or seasonal addresses	H	Y		Advanced CIS Infinity	
57	Customer Zone (for flagging those locations within the Wellfield Protection Program for the billing of fees for these locations)	H	Y		Advanced CIS Infinity	
58	Rental unit identifier	H	Y		Advanced CIS Infinity	
59	Jurisdiction	H	Y		Advanced CIS Infinity	
60	Group (to designate individual bills to a "Master Account Bill")	H	Y		Advanced CIS Infinity	
61	Ability to enter new customer information into the system and pre-print out the application form with entered information for the customer to sign that includes all associated charges.	M	Y		Advanced CIS Infinity	
62	Delineates tenant-landlord relationship. Allows user to specify who receives the bill and who is responsible for delinquencies.	H	Y		Advanced CIS Infinity	
63	Ability to reinstate an inactive account.	H	Y		Advanced CIS Infinity	
64	Ability to maintain inactive accounts for a user-defined period of time before purging from the system.	H	Y		Advanced CIS Infinity	
65	Ability to retain inactive account information, including Meter Box location.	H	Y		Advanced CIS Infinity	
66	Ability to change account status to 'off' or inactive and continuous billing of charges	H	Y		Advanced CIS Infinity	
67	Ability to inactive all services at once when an account is being closed out rather than having to close each service individually.	H	Y		Advanced CIS Infinity	
68	Allows the addition and reassignment of cycles and routes without affecting the customer or location identification numbers.	H	Y		Advanced CIS Infinity	
69	System provides a customer master screen, with the ability to display multiple utility accounts and multiple addresses per customer account.	H	Y		Advanced CIS Infinity	
70	Ability to accept international mailing address formats	H	Y		Advanced CIS Infinity	
71	System provides tools to allow for batch creation of accounts	M	Y		Advanced CIS Infinity	
72	System provides tools to allow for batch edits to accounts	M	Y		Advanced CIS Infinity	Available for selected fields.
73	Provides for mass changes to accounts due to the deletion of a cycle, the merging of existing cycles, or moving a sub-segment of a cycle to another.	H	Y		Advanced CIS Infinity	
74	Allow for mass changes for selected master file fields and location services	M	Y		Advanced CIS Infinity	Available for selected fields.
75	Deposits					

Priority

H - High | M - Medium | L - Low

Availability

Y - Yes | R - Reporting Tool | T - Third Party
M - Modification | F - Future | N - Not Available

Town of Jupiter, FL - Utility Billing Services & Enterprise Asset Management System Selection

Utility Billing

4.8 - Utility Billing				Advanced CIS Infinity		
Objective: To streamline the utility billing and collection processes and to ensure accurate bill generation, to increase efficiency in customer service processes, editing data, preparing bills, etc. Provide enhanced						
Number	Application Requirements	Priority	Availability	Cost	Required Product(s)	Comments
76	System provides the ability to apply security deposits to accounts after meeting user defined criteria (based on payment activity, when the customer closes the account, after 5 years of excellent payment history, etc.).	H	Y		Advanced CIS Infinity	
77	System will calculate interest on customer utility bill deposits at a user defined rate and apply interest to accounts based on a user defined date.	H	Y		Advanced CIS Infinity	
78	Ability to withhold application of deposit interest on accounts with balances greater than the deposit balance or an outstanding balance on a user defined time frame.	M	Y		Advanced CIS Infinity	
79	Ability to stop the accrual of deposit interest during the period of delinquency	M	M	\$3,600.00	Advanced CIS Infinity	
80	System will print a detailed receipt for customer deposits.	H	Y		Advanced CIS Infinity	
81	Ability to set up multiple deposit types (tenants vs. owners) & rates	H	Y		Advanced CIS Infinity	
82	Ability to track when the deposit was collected	H	Y		Advanced CIS Infinity	
83	Ability to calculate a deposit based on historical consumption averages and meter size at location.	M	Y		Advanced CIS Infinity	
84	Ability to calculate a deposit based on customer payment or credit history.	M	Y		Advanced CIS Infinity	
85	Ability to calculate an additional deposit on an account based on customer payment history or user defined parameters.	M	Y		Advanced CIS Infinity	
86	Ability to calculate a deposit on system identified rental units.	M	Y		Advanced CIS Infinity	
87	Rate Set Up					
88	Accommodates unlimited user-defined utility types/services and associated charges. Establishes required services and adds new services, as necessary, without additional programming. Includes, but is not limited to, utility types/services such as:	-			Advanced CIS Infinity	
89	Various tiered consumption rates based on customer type (residential, commercial, multi-family, mixed residential/commercial)	H	Y		Advanced CIS Infinity	
90	Quarterly/ annual flat rate service charge base plus consumption	H	Y		Advanced CIS Infinity	
91	Ability to calculate a new base charge based on the prior 12 months consumption, or user defined time frame.	H	Y		Advanced CIS Infinity	
92	Fire Suppression Systems or Meters	H	Y		Advanced CIS Infinity	
93	Irrigation Metering	H	Y		Advanced CIS Infinity	
94	Hydrant Meter	H	Y		Advanced CIS Infinity	
95	Stormwater - flat rate x # of units	H	Y		Advanced CIS Infinity	
96	Garbage - flat rate x # of units	H	Y		Advanced CIS Infinity	
97	Recycling - flat rate x # of units	H	Y		Advanced CIS Infinity	
98	Yard Waste - flat rate x # of units	H	Y		Advanced CIS Infinity	
99	Disposal Fees - one time charge for land fill based on current month & year as defined in table	H	Y		Advanced CIS Infinity	
100	Utility tax/surcharge (percentage of water & base charge)	H	Y		Advanced CIS Infinity	
101	User Defined Miscellaneous Fees (i.e. turn off, turn on, nsf, tampering, etc.)	H	Y		Advanced CIS Infinity	
102	Late Payment Penalty	H	Y		Advanced CIS Infinity	
103	Monthly Interest after 90 days	H	Y		Advanced CIS Infinity	

Priority

H - High | M - Medium | L - Low

59 of 78

Availability

Y - Yes | R - Reporting Tool | T - Third Party
M - Modification | F - Future | N - Not Available

Town of Jupiter, FL - Utility Billing Services & Enterprise Asset Management System Selection

Utility Billing

4.8 - Utility Billing			Advanced CIS Infinity			
Objective: To streamline the utility billing and collection processes and to ensure accurate bill generation, to increase efficiency in customer service processes, editing data, preparing bills, etc. Provide enhanced						
Number	Application Requirements	Priority	Availability	Cost	Required Product(s)	Comments
104	Allows for different charge methods for each user-defined service charge type:	-			Advanced CIS Infinity	
105	Flat charge	H	Y		Advanced CIS Infinity	
106	Multiplier based on meter definition or user defined multiplier	H	Y		Advanced CIS Infinity	
107	Multi-tiered based on user defined values	H	Y		Advanced CIS Infinity	
108	Based on 28-32 day consumption, measured by meter	H	Y		Advanced CIS Infinity	
109	Ability to automatically pro-rate consumption if more than 32 days or less than 28 days are billed	H	Y		Advanced CIS Infinity	
110	Multiplier based on number of units	H	Y		Advanced CIS Infinity	
111	Based on past 12 month consumption (the base rate is determined on this annually)	H	Y		Advanced CIS Infinity	
112	Provides multiple tiered rate schedules based upon service type, customer class (residential/commercial) and meter size.	H	Y		Advanced CIS Infinity	
113	System supports component billing capable of supporting multiple charge types, each with a different rate	H	Y		Advanced CIS Infinity	
114	Ability to add, delete, or suspend (for a user-defined time period) and itemize service charges and/or any miscellaneous fees to a utility bill.	H	Y		Advanced CIS Infinity	
115	Ability to create, edit and revise rate tables, tracking history of prior rate tables.	H	Y		Advanced CIS Infinity	
116	Ability to determine and track which services (i.e. water & base charges only) will have a surcharge	H	Y		Advanced CIS Infinity	
117	Ability to determine and track which services will have a utility tax charge	H	Y		Advanced CIS Infinity	
118	Ability to have the utility tax charge go to a unique revenue account in GL rather than grouping this with the service that is being taxed.	H	Y		Advanced CIS Infinity	
119	Ability to have the surcharge go to a unique revenue account in the GL rather than grouping this with the service that is being surcharged.	H	Y		Advanced CIS Infinity	
120	Meters					
121	Ability to have multiple meters accounts associated with the same address.	H	Y		Advanced CIS Infinity	
122	Ability to have multiple address per meter	H	Y		Advanced CIS Infinity	Using master/linked meter functionality.
123	Ability to have location history per meter (i.e. tracking when a meter moves from one location to another)	M	Y		Advanced CIS Infinity	
124	Ability to create / update Meter numbers.	H	Y		Advanced CIS Infinity	
125	Ability to add / delete meters in mass or range	H	Y		Advanced CIS Infinity	
126	System tracks the following for installed meters:	-			Advanced CIS Infinity	
127	Meter size	H	Y		Advanced CIS Infinity	
128	Meter type	H	Y		Advanced CIS Infinity	
129	Meter Reader Instructions (32 characters minimum)	H	Y		Advanced CIS Infinity	
130	Meter Number (with ability to assign multiple meters per account)	H	Y		Advanced CIS Infinity	
131	Remote Location Description (unlimited)	H	Y		Advanced CIS Infinity	
132	Longitude & Latitude	H	Y		Advanced CIS Infinity	
133	Meter/Remote ID Number	H	Y		Advanced CIS Infinity	
134	Meter Serial Number	H	Y		Advanced CIS Infinity	

Priority

H - High | M - Medium | L - Low

60 of 78

Availability

Y - Yes | R - Reporting Tool | T - Third Party
M - Modification | F - Future | N - Not Available

Town of Jupiter, FL - Utility Billing Services & Enterprise Asset Management System Selection

Utility Billing

4.8 - Utility Billing				Advanced CIS Infinity		
Objective: To streamline the utility billing and collection processes and to ensure accurate bill generation, to increase efficiency in customer service processes, editing data, preparing bills, etc. Provide enhanced						
Number	Application Requirements	Priority	Availability	Cost	Required Product(s)	Comments
135	Meter number of dials	H	Y		Advanced CIS Infinity	
136	active / inactive / retired / in stock	H	Y		Advanced CIS Infinity	
137	age / installed date	H	Y		Advanced CIS Infinity	
138	date meter pulled out of service	H	Y		Advanced CIS Infinity	
139	automated meter reading device attached?	H	Y		Advanced CIS Infinity	
140	# of gallons per meter head	H	Y		Advanced CIS Infinity	
141	Read Date	H	Y		Advanced CIS Infinity	
142	Current/Last read	H	Y		Advanced CIS Infinity	
143	Capability to support compound water meters.	H	Y		Advanced CIS Infinity	
144	System provides ability to print out and manage a "locator book" for meter routes, that details the meter sequence per route and includes location account information	H	Y		Advanced CIS Infinity	
145	System provides ability to combine meters for consolidated billing	H	Y		Advanced CIS Infinity	
146	Allows inquiry to meter history by meter number, remote ID number, account number service address or latitude/longitude.	H	Y		Advanced CIS Infinity	
147	Billing					
148	Capability to prompt meter reading entry by displaying customer accounts in meter reading sequence.	H	Y		Advanced CIS Infinity	
149	Ability to automatically generate (based on user defined fields) and report on meter estimates	H	Y		Advanced CIS Infinity	
150	System provides the ability to establish billing cycle records with month / year; bill distribution date; bill due date and delinquency date.	H	Y		Advanced CIS Infinity	
151	Estimates a utility bill based on criteria established by the Town (i.e.: on the average consumption over a user defined number of months or cycles, or using last year's actual for the same period) and shows "Estimate" on the customer's bill.	H	Y		Advanced CIS Infinity	
152	Ability for the system to estimate on historical consumption even when there have been rate increases.	H	Y		Advanced CIS Infinity	
153	Ability for a user to enter a manual estimate.	H	Y		Advanced CIS Infinity	
154	Capability of automatically applying certain misc. charges of varying amounts against selected accounts.	H	Y		Advanced CIS Infinity	
155	Ability to handle meter readings up to 8 significant digits.	H	Y		Advanced CIS Infinity	
156	Ability to calculate a credit when previous estimate was more than the actual consumption.	H	Y		Advanced CIS Infinity	
157	Ability to process seasonal billings (i.e. filling stations)	H	Y		Advanced CIS Infinity	
158	System has the ability to change a read and individually rebill or recalculate the bill. In essence, cancel and rebill accounts.	H	Y		Advanced CIS Infinity	
159	Ability to create surcharge services based on account jurisdiction	H	Y		Advanced CIS Infinity	
160	System provides a mechanism for "holding" bills that are flagged as outside of the Town's user-defined exception criteria for billing. Then having the ability to bill at any time after exceptions have been verified/resolved.	H	Y		Advanced CIS Infinity	

Priority

H - High | M - Medium | L - Low

61 of 78

Availability

Y - Yes | R - Reporting Tool | T - Third Party
M - Modification | F - Future | N - Not Available

Town of Jupiter, FL - Utility Billing Services & Enterprise Asset Management System Selection

Utility Billing

4.8 - Utility Billing				Advanced CIS Infinity		
Objective: To streamline the utility billing and collection processes and to ensure accurate bill generation, to increase efficiency in customer service processes, editing data, preparing bills, etc. Provide enhanced						
Number	Application Requirements	Priority	Availability	Cost	Required Product(s)	Comments
161	System provides a Billing Exception Report that alerts for consumptions that fall outside of the Town's user defined exception criteria. Report should include meter info, current and past consumptions, new and previous readings, days between readings, customer account number, meter reader information, and average consumption per customer with expected high/low usage based on average.	H	Y		Advanced CIS Infinity	
162	System provides reports by service: no bill, unbilled, rules to flag and identify, validation	H	Y		Advanced CIS Infinity	
163	System provides a list that details accounts that have an actual read for the current billing cycle and an estimated read the prior billing cycle.	H	Y		Advanced CIS Infinity	
164	System provides the ability to post updates to accounts with new billing information before bills are generated (e.g., amount due, reads, dates, etc.).	H	Y		Advanced CIS Infinity	
165	Ability to remove a customer record from calculated billing file	M	Y		Advanced CIS Infinity	
166	Ability to apply credit and debit adjustments and positive / negative consumption adjustments to accounts anytime during the billing cycle.	H	Y		Advanced CIS Infinity	
167	Adjustments report displays adjustment details including dollar amount, consumption volume (gallons/cubic ft.) and rate/service code.	H	Y		Advanced CIS Infinity	
168	Ability to add additional charges (i.e. a non-payment charge) to the current bill during the billing process.	M	Y		Advanced CIS Infinity	
169	Provides the ability to enter adjustments to customer accounts (dollar amounts and/or consumption used) and reprint single billing statements reflecting the adjustments made.	H	Y		Advanced CIS Infinity	
170	Ability to edit reads at any time, before, during, or after billing with audit trail capabilities.	H	Y		Advanced CIS Infinity	
171	Ability to prorate charges for partial billing due to initiation or termination of accounts.	H	Y		Advanced CIS Infinity	
172	Capability to print previous period/last year's comparative period consumption and current period consumption on each bill.	H	Y		Advanced CIS Infinity	
173	Ability to bill various services/charges at differing frequencies (i.e.: monthly, bimonthly, semi-annually or annually).	H	Y		Advanced CIS Infinity	
174	Bills can be based on multiple components (consumption + flat meter charge per meter size and administrative charge per billing cycle prorated for number of days).	H	Y		Advanced CIS Infinity	
175	Ability to calculate and print all bills due in a given month, within a single cycle or for all cycles.	H	Y		Advanced CIS Infinity	
176	System provides ability for the Town to prorate mid-cycle rate increases for existing billable services.	H	Y		Advanced CIS Infinity	
177	System provides tools for flagging accounts for sorting associated printed bills as "Pulled" for review by staff before exporting the billing file to the printer	H	Y		Advanced CIS Infinity	
178	Ability to hold printing of the bill for a specific customer for the current billing cycle or specified length of time	H	Y		Advanced CIS Infinity	Custom billing exception

Priority

H - High | M - Medium | L - Low

Availability

Y - Yes | R - Reporting Tool | T - Third Party
M - Modification | F - Future | N - Not Available

Town of Jupiter, FL - Utility Billing Services & Enterprise Asset Management System Selection

Utility Billing

4.8 - Utility Billing			Advanced CIS Infinity			
Objective: To streamline the utility billing and collection processes and to ensure accurate bill generation, to increase efficiency in customer service processes, editing data, preparing bills, etc. Provide enhanced						
Number	Application Requirements	Priority	Availability	Cost	Required Product(s)	Comments
179	System provides automated bill runs based on pre-defined billing date and allows for ability to generate a bill on demand	H	Y		Advanced CIS Infinity	
180	System provides ability to bill storm water services, trash and miscellaneous charges separately for owner versus renter at same location (separate bills).	H	Y		Advanced CIS Infinity	
181	Ability to change the bill date and/or due date in mass if error was made during the bill calculation	H	Y		Advanced CIS Infinity	
182	Ability to bill internal departments for water/sewer usage and other miscellaneous work performed.	H	Y		Advanced CIS Infinity	
183	Ability to allocate inter-departmental billing to multiple general ledger accounts at user defined percentages	H	Y		Advanced CIS Infinity	
184	Printing of the Bills					
185	System allows for creation of a customizable utility bill format that includes graphics	H	Y		Advanced CIS Infinity	
186	Ability to print 26 months of usage history in a graphic display	H	Y		Advanced CIS Infinity	
187	Ability to generate bills capable of being read via Optical Character Recognition OCR and barcode. Information must include:	-			Advanced CIS Infinity	
188	Account #	H	Y		Advanced CIS Infinity	
189	Check digit (verification that account was read properly)	H	Y		Advanced CIS Infinity	
190	Bill Amount	H	Y		Advanced CIS Infinity	
191	Ability to export a file of utility bills to an external bill printing organization.	H	Y		Advanced CIS Infinity	
192	Uses Zip+4 software for sorting of utility bills by zip code to obtain the best postal rate possible.	H	Y		Advanced CIS Infinity	Standard interface to Melissa mailers +4
193	System provides the ability to reprint bills.	H	Y		Advanced CIS Infinity	
194	Ability to email bills (original, re-bills or reprints) to customers when requested.	H	Y		Advanced CIS Infinity	
195	System accommodates multiple dates (due and delinquent) per customer bill	H	Y		Advanced CIS Infinity	
196	Capability to include total past due on the bills.	H	Y		Advanced CIS Infinity	
197	Ability to provide general system messages and account specific messages for printing on bills with the ability to modify those messages for each bill run after bill generation but before exporting to third party printer.	H	Y		Advanced CIS Infinity	
198	For accounts that are paying via ACH or recurring credit card, still generate a bill with a message but also indicate that they do not need to pay, due to auto pay.	H	Y		Advanced CIS Infinity	
199	Ability to print on multiple bill formats (i.e. post card, 8.5 x 11, etc.)	H	Y		Advanced CIS Infinity	
200	Ability to have larger font sizes for bill printing on flagged customers (seniors & sight impaired customers)	H	Y		Advanced CIS Infinity	
201	Ability to automatically group individual accounts on a "Master Account Bill" when printing the bill.	H	Y		Advanced CIS Infinity	
202	Utility Receipting					
203	System accommodates the following payment types for utility payments and applications, either via the utility system or a separate Cash Receipting system which is integrated to the utility system:	-			Advanced CIS Infinity	

Priority

H - High | M - Medium | L - Low

Availability

Y - Yes | R - Reporting Tool | T - Third Party
M - Modification | F - Future | N - Not Available

Town of Jupiter, FL - Utility Billing Services & Enterprise Asset Management System Selection

Utility Billing

4.8 - Utility Billing				Advanced CIS Infinity		
Objective: To streamline the utility billing and collection processes and to ensure accurate bill generation, to increase efficiency in customer service processes, editing data, preparing bills, etc. Provide enhanced						
Number	Application Requirements	Priority	Availability	Cost	Required Product(s)	Comments
204	Cash	H	Y		Advanced CIS Infinity	
205	Check	H	Y		Advanced CIS Infinity	
206	EFT/ACH	H	Y		Advanced CIS Infinity	
207	Credit Card Payments	H	Y		Advanced CIS Infinity	
208	Credit/Debit Card Payments taken over the Internet or phone.	H	Y		Advanced CIS Infinity	
209	File import from 3rd party payment organization (i.e. lock box, ACH, etc.)	H	Y		Advanced CIS Infinity	
210	Ability to indicate date/time payment was received for penalty calculations.	H	Y		Advanced CIS Infinity	
211	System provides the ability to generate a receipt with payments for multiple accounts. The printed receipt should show the detail of each account.	H	Y		Advanced CIS Infinity	
212	Capability to accept more than one payment in a single day from a single customer.	H	Y		Advanced CIS Infinity	
213	Performs electronic on demand posting to General Ledger after accounting approval step is performed.	H	Y		Advanced CIS Infinity	
214	Automatically splits total receipted amount to appropriate General Ledger account.	H	Y		Advanced CIS Infinity	
215	Ability to post cash receipts to utility billing module automatically from multiple terminals without interfering with other utility transactions.	H	Y		Advanced CIS Infinity	
216	System provides the capability to set the priority for payment application based on each type of service.	H	Y		Advanced CIS Infinity	
217	System provides functionality to define proration of partial payments against various charge types.	H	Y		Advanced CIS Infinity	
218	Ability to automatically distribute receipt of payments against the individual accounts on a "Master Account Bill" when payments are received.	H	Y		Advanced CIS Infinity	
219	Allows for credit balances, but does not apply penalties to such balances.	H	Y		Advanced CIS Infinity	
220	Reverses payment for invalid payments and optionally assesses a user-defined NSF charge.	H	Y		Advanced CIS Infinity	
221	System provides the ability to fix accounts and adjust accounts by allowing for transfer of payments between accounts before and/or after a payment has been posted.	H	Y		Advanced CIS Infinity	
222	Final Notice					
223	Generates final bill, once the date and final read is entered, at any point during the billing cycle.	H	Y		Advanced CIS Infinity	
224	Ability to perform write off processing for accounts finaled and uncollectable by final date.	H	Y		Advanced CIS Infinity	
225	Penalties					
226	Ability to automatically apply multiple flat rate penalty charges based on the number of days delinquent (30 days delinquent is charged \$3.00, 45 days delinquent is charged \$25.00)	H	Y		Advanced CIS Infinity	
227	Ability to automatically charge interest (percentage) on the delinquent balance based on the number of days delinquent (once the balance is 90 days old then every month an interest charge is accrued)	H	Y		Advanced CIS Infinity	
228	Ability to override and/or credit penalty.	H	Y		Advanced CIS Infinity	

Priority

H - High | M - Medium | L - Low

64 of 78

Availability

Y - Yes | R - Reporting Tool | T - Third Party
M - Modification | F - Future | N - Not Available

Town of Jupiter, FL - Utility Billing Services & Enterprise Asset Management System Selection

Utility Billing

4.8 - Utility Billing				Advanced CIS Infinity		
Objective: To streamline the utility billing and collection processes and to ensure accurate bill generation, to increase efficiency in customer service processes, editing data, preparing bills, etc. Provide enhanced						
Number	Application Requirements	Priority	Availability	Cost	Required Product(s)	Comments
229	Delinquent/Past Due Notices					
230	Ability to print delinquent/past due notices monthly to customers. These are generated based on user defined minimum (based on a single past due bill and/or balance due) and number of days after payment was due, including applicable penalty amounts added.	H	Y		Advanced CIS Infinity	
231	Ability to print a door tag on a 2 up format. These are generated based on user defined criteria (based on a single past due bill and/or balance due) and number of days after payment was due, including applicable penalty amounts added.	H	Y		Advanced CIS Infinity	
232	Ability to hold the printing of door tags until there are a user defined amount of tags to be printed and the ability to override.	H	Y		Advanced CIS Infinity	User controls printing of door tags.
233	Ability to automatically create a service order when the cut/shut-off criteria is met.	H	Y		Advanced CIS Infinity	
234	Ability to automatically apply a cut/shut off charge to the customer balance when the cut/shut off user defined criteria is met.	H	Y		Advanced CIS Infinity	
235	Ability to send the delinquent files to a third party for collection	H	Y		Advanced CIS Infinity	
236	Ability to generate a shut/cut off report with customer address information, notes, and balance due for field crews	H	Y		Advanced CIS Infinity	
237	System provides the ability to send delinquent/past due and cut off notices to the landlord if a tenant is responsible for the bill, and the landlord would like to be informed of non-payment.	H	Y		Advanced CIS Infinity	
238	Ability to automatically generate a delinquent/past due notice for multiple addresses (mailing, service, landlord, etc.).	H	Y		Advanced CIS Infinity	
239	Optionally, be able to override the generation of the delinquent/past due notice with proper authority and reporting.	H	Y		Advanced CIS Infinity	
240	Ability to code customers to never be cut/shut off with a report to review.	H	Y		Advanced CIS Infinity	
241	Ability for the delinquent notices to be driven off of the billing date	M	Y		Advanced CIS Infinity	
242	Ability to assign due dates to specific customers	H	Y		Advanced CIS Infinity	
243	Payment Plans					
244	Ability to process user-defined payment arrangements (i.e. payment plans) and flag if payments are not being met.	H	Y		Advanced CIS Infinity	
245	Customer Payment Plan Report - show summary of all payment plans that are delinquent, and the ability to generate delinquent payment plan letters as per user defined criteria.	H	Y		Advanced CIS Infinity	
246	Ability to request a payment plan from a customer web portal	H	F		Advanced CIS Infinity	
247	Bankruptcy/foreclosure					
248	Ability to support bankruptcy/foreclosure processing that tracks pre-petition and post-petition information.	H	Y		Advanced CIS Infinity	
249	Lien Process					
250	Ability to support lien processing	H	Y		Advanced CIS Infinity	
251	Ability to put a lien on a property based on user defined balance amounts and due dates per service	H	Y		Advanced CIS Infinity	

Priority

H - High | M - Medium | L - Low

Availability

Y - Yes | R - Reporting Tool | T - Third Party
M - Modification | F - Future | N - Not Available

Town of Jupiter, FL - Utility Billing Services & Enterprise Asset Management System Selection

Utility Billing

4.8 - Utility Billing				Advanced CIS Infinity		
Objective: To streamline the utility billing and collection processes and to ensure accurate bill generation, to increase efficiency in customer service processes, editing data, preparing bills, etc. Provide enhanced						
Number	Application Requirements	Priority	Availability	Cost	Required Product(s)	Comments
252	Ability to add additional charges when a lien is placed	H	Y		Advanced CIS Infinity	
253	Ability to have multiple liens on a single property owner	H	Y		Advanced CIS Infinity	
254	Ability to send an email or letter to a property owner when a property will be placed on lien based on user defined date parameters.	H	Y		Advanced CIS Infinity	
255	Ability for the system to automatically print a claim of lien form when a property is lien and a release/satisfaction of lien form when it is paid	H	Y		Advanced CIS Infinity	
256	Ability to download a list of customer liens (customer information and amounts per service).	H	Y		Advanced CIS Infinity	
257	Utility Service/Work Orders					
258	System provides functionality to manage utility service orders associated with the utility customer account	H	Y		Advanced CIS Infinity	
259	System has ability to enter customer account information and identify the related necessary service order activities:	-			Advanced CIS Infinity	
260	New Account	H	Y		Advanced CIS Infinity	
261	Cut/Shut offs	H	Y		Advanced CIS Infinity	
262	Special reads	H	Y		Advanced CIS Infinity	
263	Change or repair meter	H	Y		Advanced CIS Infinity	
264	Unusual Consumption check	H	Y		Advanced CIS Infinity	
265	Final reads	H	Y		Advanced CIS Infinity	
266	take a deposit	H	Y		Advanced CIS Infinity	
267	Unlimited user defined types	H	Y		Advanced CIS Infinity	
268	Ability to record results of meter inspections into the system.	H	Y		Advanced CIS Infinity	
269	Ability to store meter maintenance information.	H	Y		Advanced CIS Infinity	
270	Provides user-defined service order types.	H	Y		Advanced CIS Infinity	
271	System provides a central utility accounts with service order workflow to various Town staff based on customer's services.	H	Y		Advanced CIS Infinity	
272	Automatically creates service orders and manages scheduled, in-progress, and completed service orders.	H	Y		Advanced CIS Infinity	
273	Automatically prompts service order generation based on input from meter readers and automated meter reader error codes.	H	Y		Advanced CIS Infinity	
274	Ability to generate an automatic cut/shut-off service order, as defined by user, based on the cut/shut-off report.	H	Y		Advanced CIS Infinity	
275	Accesses and displays service order at any time regardless of status.	H	Y		Advanced CIS Infinity	
276	Automatically produces service orders containing information such as request date, person or department initiating request, job type, due date and comments.	H	Y		Advanced CIS Infinity	
277	Ability to inquire on all outstanding service orders. Provides the flexibility to list information by job type, request date or due date.	H	Y		Advanced CIS Infinity	
278	Ability to apply multiple miscellaneous charges to a single service order	H	Y		Advanced CIS Infinity	
279	Principal Reports					
280	Meter Size Report that identifies the number of meters by size.	H	Y		Advanced CIS Infinity	

Priority

H - High | M - Medium | L - Low

66 of 78

Availability

Y - Yes | R - Reporting Tool | T - Third Party
M - Modification | F - Future | N - Not Available

Town of Jupiter, FL - Utility Billing Services & Enterprise Asset Management System Selection

Utility Billing

4.8 - Utility Billing			Advanced CIS Infinity			
Objective: To streamline the utility billing and collection processes and to ensure accurate bill generation, to increase efficiency in customer service processes, editing data, preparing bills, etc. Provide enhanced						
Number	Application Requirements	Priority	Availability	Cost	Required Product(s)	Comments
281	Arrears Register All Cycles that shows the balances for 30, 60, 90 and 120+ on all accounts as of a user defined date.	H	Y		Advanced CIS Infinity	
282	Area Maintenance Meter Report that shows the customers and numbers that have irrigation meters.	H	Y		Advanced CIS Infinity	
283	Commercial Customer Report.	H	Y		Advanced CIS Infinity	
284	Inactive Account Report that lists all inactive accounts with account balances and ability to choose only account with balances other than 0.	H	Y		Advanced CIS Infinity	
285	Notes Report that shows the individual and group messages that will be displayed on the bills.	H	Y		Advanced CIS Infinity	
286	Customer Count Report that provides the number of customers by cycle, specific category(residential/commercial) and service (water, sewer, garbage).	H	Y		Advanced CIS Infinity	
287	Final Bill Listing Report.	H	Y		Advanced CIS Infinity	
288	Cycle Report , details an individual cycle, route and displays high balances.	H	Y		Advanced CIS Infinity	
289	Customer Report , details information regarding customer's account, name, address, account number, meter info, reads, rate codes, transaction history	H	Y		Advanced CIS Infinity	
290	Top 25 Users Report , detailing highest consumption accounts or highest consumption customers, providing account and usage information	H	Y		Advanced CIS Infinity	
291	Account Adjustment Detail Report (Rate Codes, Consumption Amt, Dollar Amt, Consumption charges broken out)	H	Y		Advanced CIS Infinity	
292	Service Order Report - to show, by specified date or type, orders to be done	H	Y		Advanced CIS Infinity	
293	Service Order Completion History - to provide reporting on data entered for all fields (including user defined) in the completion of the service order.	M	Y		Advanced CIS Infinity	
294	Consumption Report , by account, showing utility usage over a user-specified time interval. Flags abnormal usage (high/low/negative, etc.). Report should include meter information, consumption, new and previous readings, days between readings, customer account number and meter reader information.	H	Y		Advanced CIS Infinity	
295	Summary/Totals by customer type (residential/commercial/multi-family) by jurisdiction (Jupiter, Palm Beach County, Martin County, Juno Beach) giving the total number of accounts, consumption and dollars billed for a given time period.	H	Y		Advanced CIS Infinity	
296	Revenue detail by customer type (residential/commercial/multi-family) by jurisdiction (Jupiter, Palm Beach County, Martin County, Juno Beach) for each service (water, stormwater, irrigation, garbage, etc.) including the utility tax/surcharge for a given time period reporting billed amount.	H	Y		Advanced CIS Infinity	
297	Ability to determine by jurisdiction (Jupiter, Palm Beach County, Martin County, Juno Beach) any amount subject to utility tax and/or surcharge and any exempt amounts.	H	R	\$1,500.00	Advanced CIS Infinity	Cost included in implementation hours.
298	Payment History , reporting bills and associated payments receipted by account. Shows dates, amounts, arrearages, penalties, account name, consumption, and address. Can be run for one account and allow user to view.	H	R	\$2,250.00	Advanced CIS Infinity	Cost included in implementation hours.

Priority

H - High | M - Medium | L - Low

67 of 78

Availability

Y - Yes | R - Reporting Tool | T - Third Party
M - Modification | F - Future | N - Not Available

Town of Jupiter, FL - Utility Billing Services & Enterprise Asset Management System Selection

Utility Billing

4.8 - Utility Billing				Advanced CIS Infinity		
Objective: To streamline the utility billing and collection processes and to ensure accurate bill generation, to increase efficiency in customer service processes, editing data, preparing bills, etc. Provide enhanced						
Number	Application Requirements	Priority	Availability	Cost	Required Product(s)	Comments
299	Customer Statistics Report , presenting customer characteristics including number of customers, number of customers by meter size and billing category (customer type), usage and revenue by meter size, usage and revenue by billing type code, date range, district, book, and by a combination of the above.	H	R	\$4,500.00	Advanced CIS Infinity	Cost included in implementation hours.
300	Customer Receivables Aging , presenting aging of user-defined criteria and / or general accounts receivable by customer indicating total amount due and amounts aged by 30, 60, 90 and 120+days, etc.	H	Y		Advanced CIS Infinity	
301	Cash Receipts Listing , reporting all amounts collected against customer accounts. Can be printed on demand with user-defined criteria prior to posting.	H	Y		Advanced CIS Infinity	
302	Cut/Shut Off Report , per cycle, showing accounts with one or more delinquent bills totaling over a user defined amount	H	R	\$1,500.00	Advanced CIS Infinity	Cost included in implementation hours.
303	Delinquent Notices Report , a listing generated based on user defined minimum and number of days after payment was due, including applicable penalty amounts added. Multiple types of notices capability (i.e. a first delinquent notice and a second delinquent notice with different parameters).	H	Y		Advanced CIS Infinity	
304	All master file information is accessible by the report writer.	H	Y		Advanced CIS Infinity	
305	Cut/Shut off Work/Service Orders.	H	Y		Advanced CIS Infinity	
306	Journal Entry Report , showing all J/E's over a user-defined period.	H	Y		Advanced CIS Infinity	
307	Billing Report , sorted on user-defined criteria, showing name, location address, current period charges by service, date billed, due date, readings, etc.	H	Y		Advanced CIS Infinity	
308	Outstanding Work Order Report , showing flags based on user-defined criteria	H	Y		Advanced CIS Infinity	
309	Billing Statistics (Rate Codes, Consumption Amt, Dollar Amt, Consumption & Demand charges broken out)	H	R	\$3,750.00	Advanced CIS Infinity	Cost included in implementation hours.
310	Payment Detail (identify fund/account payment applied to)	H	Y		Advanced CIS Infinity	
311	Bill Calc (exception reporting of accounts to be billed)	H	Y		Advanced CIS Infinity	
312	Billing Register (dollar, by charge type and consumption detail of accounts to be billed)	H	Y		Advanced CIS Infinity	
313	Transaction Listing/Recap (for selected or all accounts for given date(s), and/or by transaction type).	H	Y		Advanced CIS Infinity	
314	Deposit on File report by date, printed the account status (active, final or closed/active)	H	Y		Advanced CIS Infinity	
315	Report: Security Deposits Refunded/Applied, with ability to run by specified date range.	H	Y		Advanced CIS Infinity	
316	Security Deposit activity for time period	H	Y		Advanced CIS Infinity	
317	Over Due Deposit Report	M	Y		Advanced CIS Infinity	
318	Surcharge billing & collection report	H	R	\$1,500.00	Advanced CIS Infinity	Cost included in implementation hours.
319	System automatically generates a exception edit list when reads are applied to customer accounts (Meter Not Read Report).	H	Y		Advanced CIS Infinity	
320	Table Report (detail on services, rate codes, etc.) for given field	H	Y		Advanced CIS Infinity	
321	Audit Trail reports for all update processes	H	Y		Advanced CIS Infinity	

Priority

H - High | M - Medium | L - Low

68 of 78

Availability

Y - Yes | R - Reporting Tool | T - Third Party
M - Modification | F - Future | N - Not Available

Town of Jupiter, FL - Utility Billing Services & Enterprise Asset Management System Selection

Utility Billing

4.8 - Utility Billing				Advanced CIS Infinity		
Objective: To streamline the utility billing and collection processes and to ensure accurate bill generation, to increase efficiency in customer service processes, editing data, preparing bills, etc. Provide enhanced						
Number	Application Requirements	Priority	Availability	Cost	Required Product(s)	Comments
322	Customer List and labels based on customer initiation date to mail out new-comer packages	H	Y		Advanced CIS Infinity	
323	Ability to report for sewer or water only accounts	H	Y		Advanced CIS Infinity	
324	Ability to report active and/or inactive ACH customers based on status	H	Y		Advanced CIS Infinity	
325	Interfaces/Integrations					
326	Ability to update G/L with journal entries made in utility billing after proper approvals.	H	Y		Advanced CIS Infinity	Configuration of standard batch GL interface.
327	Interfaces with Cash Receipting.	H	Y		Advanced CIS Infinity	Real time Interface with SSI Central Cashiering
328	System's parcel manager / geobase is a centralized geobase database that is synchronized with Town's existing ESRI GIS architecture	H	Y		Advanced CIS Infinity	As part of a GIS interface.
329	Ability to interface with the postal service for address and move updates	M	Y		Advanced CIS Infinity	Standard interface to Melissa mailers +4
330	Capability to interface with AMR systems to download routes to the PC and upload meter readings to the utility billing system.	H	Y		Advanced CIS Infinity	Configuration of standard batch meter reading interface.
331	Capability to interface with AMR systems to upload/download utility account information and changes to it (including directions, notes, description, meter location, route sequence)	H	Y		Advanced CIS Infinity	Configuration of standard batch meter reading interface.
332	Ability to upload the re-sequencing of routes from the AMR system to the Utility Billing system	H	Y		Advanced CIS Infinity	Configuration of standard batch meter reading interface.
333	System provides an integrated utility service order function that integrates to the utility customer account for customer service and charge/billing purposes	H	Y		Advanced CIS Infinity	
334	Ability to interface with OCR or bar code reading devices, including hand held scanners.	H	Y		Advanced CIS Infinity	Handled by interface between central cashiering software and OCR reader.
335	System allows for the import of electronic payment files from various sources (Please list the sources in the comments area)	H	Y		Advanced CIS Infinity	Configuration of standard batch payment file interface (ACH/Lockbox/Third Party Payment/Remittance Processors)
336	System integrates with Work Orders for any billing generated from the Work Order system (different than service orders within UB)	H	Y		Advanced CIS Infinity	As part of an interface to the proposed Work Order system.
337	System integrates with the Request for Service module for any citizen's request on UB service orders	H	Y	\$3,600.00	Advanced CIS Infinity	As part of interface to Town "Request for Service" portal
338	System integrates with an IVR system	H	Y		Advanced CIS Infinity	Harris can interface with your Selectron IVR. Alternatively, please see optional proposal for Tele-Works Teleconnect.
339	Ability to recognize the phone number of the customer and access the account directly for the following:	-			Advanced CIS Infinity	
340	Payment updates	H	Y		Advanced CIS Infinity	As part of the IVR interface
341	Phone notifications for high usage, high bill, return payments, delinquency, service order outcomes, receipt information, etc.	H	Y		Advanced CIS Infinity	As part of the IVR interface
342	Ability to integrate with a fixed base meter data collection system	M	Y		Advanced CIS Infinity	Configuration of standard batch meter reading interface.
343	Ability for field service personnel to access accounts for daily service via a web based tablet.	H	Y		Infinity.Mobile	Optional - Mobile service order capability.

Priority

H - High | M - Medium | L - Low

Availability

Y - Yes | R - Reporting Tool | T - Third Party
M - Modification | F - Future | N - Not Available

Town of Jupiter, FL - Utility Billing Services & Enterprise Asset Management System Selection

Utility Billing

4.8 - Utility Billing				Advanced CIS Infinity		
Objective: To streamline the utility billing and collection processes and to ensure accurate bill generation, to increase efficiency in customer service processes, editing data, preparing bills, etc. Provide enhanced						
Number	Application Requirements	Priority	Availability	Cost	Required Product(s)	Comments
344	System integrates with the Town's web site to provide online functionality where customers (owners & tenants) can access information related to their account. Including:	-			Advanced CIS Infinity	
345	Consumption History	H	Y		Infinity.Link	
346	Billing History	H	Y		Infinity.Link	
347	Payment History	H	Y		Infinity.Link	
348	Current Bill	H	Y		Infinity.Link	
349	Ability to pay online	H	Y		Infinity.Link	Requires interface to 3rd party payment processor for credit authorization
350	Ability to view and update all of the account information	H	Y		Infinity.Link	Key account information.
351	Ability to update the credit card information	H	Y		Infinity.Link	PCI compliant - token is stored, not CC number.
352	Ability to request a payment plan	H	Y		Infinity.Link	
353	Ability to calculate a partial monthly bill	H	M	\$4,800.00	Infinity.Link	
354	Ability to flag account for email notifications	H	Y		Infinity.Link	
355	Ability to opt out of paper notifications & receive them electronically only	H	Y		Infinity.Link	

Priority

H - High | M - Medium | L - Low

Availability

Y - Yes | R - Reporting Tool | T - Third Party
M - Modification | F - Future | N - Not Available

Town of Jupiter, FL - Utility Billing Services & Enterprise Asset Management System Selection

Work Orders

Advanced Utility Systems (Prime)	
Code	Availability Definition
Y	Functionality is provided out of the box through the completion of a task associated with a routine configurable area that includes, but is not limited to, user-defined fields, delivered or configurable workflows, alerts or notifications, standard import/export, table driven setups and standard reports with no changes. These configuration areas will not be affected by a future upgrade. The proposed services include implementation and training on this functionality, unless specifically excluded in the Statement of Work, as part of the deployment of the solution.
R	Functionality is provided through reports generated using proposed Reporting Tools.
T	Functionality is provided by proposed third party functionality (i.e., third party is defined as a separate software vendor from the primary software vendor). The pricing of all third party products that provide this functionality MUST be included in the cost proposal.
M	Functionality is provided through customization to the application, including creation of a new workflow or development of a custom interface, that may have an impact on future upgradability.
F	Functionality is provided through a future release that is to be available within 1 year of the proposal response.
N	Functionality is not provided.

4.9 - Work Orders			Lucity Work Administrator, Lucity Work Orders, Lucity Inventory Control, Lucity Mobile			
Objective: To allow the efficient and timely monitoring of costs incurred to perform individual jobs and projects. To assist with effective scheduling and managing of jobs and projects.						
Number	Application Requirements	Priority	Availability	Cost	Required Product(s)	Comments
1	Ability to provide on-line work order forms for use by individual departments in remote locations	H	Y		Lucity Work Administrator, Lucity Work Orders, Lucity Inventory Control, Lucity Mobile	
2	Ability for work orders to be processed for contractual service providers.	H	Y		Lucity Work Administrator, Lucity Work Orders, Lucity Inventory Control, Lucity Mobile	
3	Ability to produce both corrective and preventative work orders. Preventative work orders can be defined, scheduled, and assigned to a feature for inclusion into a corrective work order, as necessary.	H	Y		Lucity Work Administrator, Lucity Work Orders, Lucity Inventory Control, Lucity Mobile	
4	Ability to support maintenance of multiple work order forms with different data fields, based on type of work code.	H	Y		Lucity Work Administrator, Lucity Work Orders, Lucity Inventory Control, Lucity Mobile	
5	Ability for work orders to be automatically or manually scheduled by supervisors and re-scheduled as necessary.	H	Y		Lucity Work Administrator, Lucity Work Orders, Lucity Inventory Control, Lucity Mobile	
6	Ability to allow for scheduling parameters to be defined that will automatically create and issue a work order and link preventative work orders with new corrective work orders for the same features, locations, or other criteria.	H	N		Lucity Work Administrator, Lucity Work Orders, Lucity Inventory Control, Lucity Mobile	
7	Each work order includes:	-			Lucity Work Administrator, Lucity Work Orders, Lucity Inventory Control, Lucity Mobile	
8	Requestor and Request Date and Time	H	Y		Lucity Work Administrator, Lucity Work Orders, Lucity Inventory Control, Lucity Mobile	
9	Department (Public Works, Police, etc.)	H	Y		Lucity Work Administrator, Lucity Work Orders, Lucity Inventory Control, Lucity Mobile	

Priority

H - High | M - Medium | L - Low

Availability

Y - Yes | R - Reporting Tool | T - Third Party
M - Modification | F - Future | N - Not Available

Town of Jupiter, FL - Utility Billing Services & Enterprise Asset Management System Selection

Work Orders

4.9 - Work Orders				Lucity Work Administrator, Lucity Work Orders, Lucity Inventory Control, Lucity Mobile		
Objective: To allow the efficient and timely monitoring of costs incurred to perform individual jobs and projects. To assist with effective scheduling and managing of jobs and projects.						
Number	Application Requirements	Priority	Availability	Cost	Required Product(s)	Comments
10	Division Name (Streets, Water, Facilities, etc.)	H	Y		Lucity Work Administrator, Lucity Work Orders, Lucity Inventory Control, Lucity Mobile	
11	Branch (e.g. location)	H	Y		Lucity Work Administrator, Lucity Work Orders, Lucity Inventory Control, Lucity Mobile	
12	Status (Open, Completed, Past Due, etc...)	H	Y		Lucity Work Administrator, Lucity Work Orders, Lucity Inventory Control, Lucity Mobile	
13	Account Number(s) (general ledger, project or utility billing/location ID#)	H	Y		Lucity Work Administrator, Lucity Work Orders, Lucity Inventory Control, Lucity Mobile	
14	Project/Special Assessment District (SAD)/Program Code and Name	H	Y		Lucity Work Administrator, Lucity Work Orders, Lucity Inventory Control, Lucity Mobile	May require user defined field
15	Estimated Time and Materials Required	H	Y		Lucity Work Administrator, Lucity Work Orders, Lucity Inventory Control, Lucity Mobile	
16	Actual Time, Materials and Equipment Required (units, unit of measure, unit price)	H	Y		Lucity Work Administrator, Lucity Work Orders, Lucity Inventory Control, Lucity Mobile	
17	Location of Work	H	Y		Lucity Work Administrator, Lucity Work Orders, Lucity Inventory Control, Lucity Mobile	
18	Location of Work (linked to GIS)	H	Y		Lucity Work Administrator, Lucity Work Orders, Lucity Inventory Control, Lucity Mobile	
19	Names of Employees Performing Work and Employee Numbers	H	Y		Lucity Work Administrator, Lucity Work Orders, Lucity Inventory Control, Lucity Mobile	
20	Vendor Name/Subcontractor Name	H	Y		Lucity Work Administrator, Lucity Work Orders, Lucity Inventory Control, Lucity Mobile	
21	General Location (area, district)	H	Y		Lucity Work Administrator, Lucity Work Orders, Lucity Inventory Control, Lucity Mobile	
22	Property Indicator / Owner	H	Y		Lucity Work Administrator, Lucity Work Orders, Lucity Inventory Control, Lucity Mobile	
23	Hours and Rates Incurred by Employee (regular/OT)	H	Y		Lucity Work Administrator, Lucity Work Orders, Lucity Inventory Control, Lucity Mobile	

Priority

H - High | M - Medium | L - Low

72 of 78

Availability

Y - Yes | R - Reporting Tool | T - Third Party
M - Modification | F - Future | N - Not Available

Town of Jupiter, FL - Utility Billing Services & Enterprise Asset Management System Selection

Work Orders

4.9 - Work Orders				Lucity Work Administrator, Lucity Work Orders, Lucity Inventory Control, Lucity Mobile		
Objective: To allow the efficient and timely monitoring of costs incurred to perform individual jobs and projects. To assist with effective scheduling and managing of jobs and projects.						
Number	Application Requirements	Priority	Availability	Cost	Required Product(s)	Comments
24	Required Completion Date	H	Y		Lucity Work Administrator, Lucity Work Orders, Lucity Inventory Control, Lucity Mobile	
25	Vehicle/Machine Number(s) - computer assigned and user defined (door reference #)	H	Y		Lucity Work Administrator, Lucity Work Orders, Lucity Inventory Control, Lucity Mobile	
26	Time Start/Stop	H	Y		Lucity Work Administrator, Lucity Work Orders, Lucity Inventory Control, Lucity Mobile	
27	Date Completed	H	Y		Lucity Work Administrator, Lucity Work Orders, Lucity Inventory Control, Lucity Mobile	
28	Job/Work Order Number	H	Y		Lucity Work Administrator, Lucity Work Orders, Lucity Inventory Control, Lucity Mobile	
29	Cost of Labor, Materials, Equipment and Vendors Used	H	Y		Lucity Work Administrator, Lucity Work Orders, Lucity Inventory Control, Lucity Mobile	
30	Job/Supervisor Assigned	H	Y		Lucity Work Administrator, Lucity Work Orders, Lucity Inventory Control, Lucity Mobile	
31	Work Type Code	H	Y		Lucity Work Administrator, Lucity Work Orders, Lucity Inventory Control, Lucity Mobile	
32	Priority Code	H	Y		Lucity Work Administrator, Lucity Work Orders, Lucity Inventory Control, Lucity Mobile	
33	Comments (details or instructions from person entering request -i.e. customer service rep.)	H	Y		Lucity Work Administrator, Lucity Work Orders, Lucity Inventory Control, Lucity Mobile	
34	Request Origin (Citizen Request, Internal to Town, etc.)	H	Y		Lucity Work Administrator, Lucity Work Orders, Lucity Inventory Control, Lucity Mobile	May require user defined field
35	Crew Code (assigned crew)	H	Y		Lucity Work Administrator, Lucity Work Orders, Lucity Inventory Control, Lucity Mobile	
36	Task Code (work to be performed)	H	Y		Lucity Work Administrator, Lucity Work Orders, Lucity Inventory Control, Lucity Mobile	
37	Instructions (details from supervisor to crew)	H	Y		Lucity Work Administrator, Lucity Work Orders, Lucity Inventory Control, Lucity Mobile	

Priority

H - High | M - Medium | L - Low

73 of 78

Availability

Y - Yes | R - Reporting Tool | T - Third Party
M - Modification | F - Future | N - Not Available

Town of Jupiter, FL - Utility Billing Services & Enterprise Asset Management System Selection

Work Orders

4.9 - Work Orders				Lucity Work Administrator, Lucity Work Orders, Lucity Inventory Control, Lucity Mobile		
Objective: To allow the efficient and timely monitoring of costs incurred to perform individual jobs and projects. To assist with effective scheduling and managing of jobs and projects.						
Number	Application Requirements	Priority	Availability	Cost	Required Product(s)	Comments
38	Ability to track all work orders through the stages of created, started, open, and completed.	H	Y		Lucity Work Administrator, Lucity Work Orders, Lucity Inventory Control, Lucity Mobile	
39	Ability for a work order to be recalled after creation while it is still open.	H	Y		Lucity Work Administrator, Lucity Work Orders, Lucity Inventory Control, Lucity Mobile	
40	Ability for generation of a work order to assign the materials and parts required to complete the job and keep a running inventory of parts.	H	Y		Lucity Work Administrator, Lucity Work Orders, Lucity Inventory Control, Lucity Mobile	
41	Ability to print out work order forms for field use.	H	Y		Lucity Work Administrator, Lucity Work Orders, Lucity Inventory Control, Lucity Mobile	
42	Ability to queue work orders based on type (e.g. fallen tree) and then on priority code.	H	Y		Lucity Work Administrator, Lucity Work Orders, Lucity Inventory Control, Lucity Mobile	
43	Ability to provide a "lite" interface that the Town can deploy on portable devices in the field to update and log field activities directly into the work orders.	H	Y		Lucity Work Administrator, Lucity Work Orders, Lucity Inventory Control, Lucity Mobile	
44	Ability for field data collected on field devices (e.g. laptops, handhelds, etc.) to be uploaded to the server database and synchronized with the open, active work orders. Vice versa – ability for the open work orders to be downloaded to the field computers for use by the crews.	H	Y		Lucity Work Administrator, Lucity Work Orders, Lucity Inventory Control, Lucity Mobile	
45	Ability for an integrated field data collection module to synchronize with the central server database.	H	Y		Lucity Work Administrator, Lucity Work Orders, Lucity Inventory Control, Lucity Mobile	
46	Ability for subsequent entry of actual field data into work order form/screen.	H	Y		Lucity Work Administrator, Lucity Work Orders, Lucity Inventory Control, Lucity Mobile	
47	Ability for multiple work orders for same job/project. Tracks each work order number for cumulative reporting purposes.	H	Y		Lucity Work Administrator, Lucity Work Orders, Lucity Inventory Control, Lucity Mobile	
48	Ability to incorporate all work orders into a work schedule for supervisors based upon time required and location of work.	H	Y		Lucity Work Administrator, Lucity Work Orders, Lucity Inventory Control, Lucity Mobile	
49	Ability to report on the daily work schedule by week, month, or year.	H	Y		Lucity Work Administrator, Lucity Work Orders, Lucity Inventory Control, Lucity Mobile	
50	Ability to generate a work activity list for one or more work orders (i.e. “to do” list based upon active work orders).	H	Y		Lucity Work Administrator, Lucity Work Orders, Lucity Inventory Control, Lucity Mobile	

Priority

H - High | M - Medium | L - Low

74 of 78

Availability

Y - Yes | R - Reporting Tool | T - Third Party
M - Modification | F - Future | N - Not Available

Town of Jupiter, FL - Utility Billing Services & Enterprise Asset Management System Selection

Work Orders

4.9 - Work Orders			Lucity Work Administrator, Lucity Work Orders, Lucity Inventory Control, Lucity Mobile			
Objective: To allow the efficient and timely monitoring of costs incurred to perform individual jobs and projects. To assist with effective scheduling and managing of jobs and projects.						
Number	Application Requirements	Priority	Availability	Cost	Required Product(s)	Comments
51	Ability to sort, display, and print work orders by a variety of parameters such as location, feature type, crew, priority, etc.	H	Y		Lucity Work Administrator, Lucity Work Orders, Lucity Inventory Control, Lucity Mobile	
52	Ability to project costs incurred by job, project, and program based on history of similar jobs, projects, and programs.	M	R		Lucity Work Administrator, Lucity Work Orders, Lucity Inventory Control, Lucity Mobile	
53	Ability to indicate and report status of work orders including:	-			Lucity Work Administrator, Lucity Work Orders, Lucity Inventory Control, Lucity Mobile	
54	Request for Work Made - Not Assigned/Scheduled	H	Y		Lucity Work Administrator, Lucity Work Orders, Lucity Inventory Control, Lucity Mobile	
55	Request for Work Made – Scheduled	H	Y		Lucity Work Administrator, Lucity Work Orders, Lucity Inventory Control, Lucity Mobile	
56	Work Initiated	H	Y		Lucity Work Administrator, Lucity Work Orders, Lucity Inventory Control, Lucity Mobile	
57	Work Completed	H	Y		Lucity Work Administrator, Lucity Work Orders, Lucity Inventory Control, Lucity Mobile	
58	Additional Work Required, or Another Work Order Generated	H	Y		Lucity Work Administrator, Lucity Work Orders, Lucity Inventory Control, Lucity Mobile	
59	Ability to allow work performed to be "charged" to department, fund, project, program, or account based on work order type	M	Y		Lucity Work Administrator, Lucity Work Orders, Lucity Inventory Control, Lucity Mobile	
60	Ability to support standard cost centers to capture and report on costs incurred for repetitive or recurring work programs.	H	Y		Lucity Work Administrator, Lucity Work Orders, Lucity Inventory Control, Lucity Mobile	
61	Ability for the work tasks to have information readily available on the safety procedures associated with doing that task.	H	Y		Lucity Work Administrator, Lucity Work Orders, Lucity Inventory Control, Lucity Mobile	
62	Ability to be deployed across the enterprise such that multiple supervisors / departments are scheduling, monitoring and reporting on work order independently, with the ability to transfer work between functional areas.	H	Y		Lucity Work Administrator, Lucity Work Orders, Lucity Inventory Control, Lucity Mobile	
63	Ability to attach photos or documents.	H	Y		Lucity Work Administrator, Lucity Work Orders, Lucity Inventory Control, Lucity Mobile	
64	Ability to use work orders for job costing while tracking labor, materials, equipment usage with fixed and variable costs.	H	Y		Lucity Work Administrator, Lucity Work Orders, Lucity Inventory Control, Lucity Mobile	

Priority

H - High | M - Medium | L - Low

75 of 78

Availability

Y - Yes | R - Reporting Tool | T - Third Party
M - Modification | F - Future | N - Not Available

Town of Jupiter, FL - Utility Billing Services & Enterprise Asset Management System Selection

Work Orders

4.9 - Work Orders			Lucity Work Administrator, Lucity Work Orders, Lucity Inventory Control, Lucity Mobile			
Objective: To allow the efficient and timely monitoring of costs incurred to perform individual jobs and projects. To assist with effective scheduling and managing of jobs and projects.						
Number	Application Requirements	Priority	Availability	Cost	Required Product(s)	Comments
65	Ability, for a job, to define a series of tasks / activities, necessary resources, materials, charges, etc. for that job with scheduled dates	H	Y		Lucity Work Administrator, Lucity Work Orders, Lucity Inventory Control, Lucity Mobile	
66	Ability to search on any field in the work order	H	Y		Lucity Work Administrator, Lucity Work Orders, Lucity Inventory Control, Lucity Mobile	
67	Ability to group multiple items (i.e. locations, equipment or assets) on a single work order and update all items in the group at once as having been serviced	H	Y		Lucity Work Administrator, Lucity Work Orders, Lucity Inventory Control, Lucity Mobile	
68	Ability to have multiple activities to one work order and track labor, materials and equipment to each activity.	M	Y		Lucity Work Administrator, Lucity Work Orders, Lucity Inventory Control, Lucity Mobile	
69	Ability to apply multiple miscellaneous charges to a single work order	H	Y		Lucity Work Administrator, Lucity Work Orders, Lucity Inventory Control, Lucity Mobile	
70	Integrations / Interfaces					
71	Ability to interface with an email / calendaring system to properly schedule and assign work orders.	H	Y		Lucity Work Administrator, Lucity Work Orders, Lucity Inventory Control, Lucity Mobile	
72	System provides a central Work Order function that is fully integrated with the following modules:	-			Lucity Work Administrator, Lucity Work Orders, Lucity Inventory Control, Lucity Mobile	
73	Utility Billing	H	Y		Lucity Work Administrator, Lucity Work Orders, Lucity Inventory Control, Lucity Mobile	Interface to utility billing include with interface costs.
74	Request for Service	H	Y		Lucity Work Administrator, Lucity Work Orders, Lucity Inventory Control, Lucity Mobile	
75	Fleet & Equipment	H	Y		Lucity Work Administrator, Lucity Work Orders, Lucity Inventory Control, Lucity Mobile	
76	Facilities	H	Y		Lucity Work Administrator, Lucity Work Orders, Lucity Inventory Control, Lucity Mobile	
77	Asset Management	H	Y		Lucity Work Administrator, Lucity Work Orders, Lucity Inventory Control, Lucity Mobile	
78	Ability for a work order to be directly associated with a GIS location in the Town's GIS application	H	Y		Lucity Work Administrator, Lucity Work Orders, Lucity Inventory Control, Lucity Mobile	

Priority

H - High | M - Medium | L - Low

76 of 78

Availability

Y - Yes | R - Reporting Tool | T - Third Party
M - Modification | F - Future | N - Not Available

Town of Jupiter, FL - Utility Billing Services & Enterprise Asset Management System Selection

Work Orders

4.9 - Work Orders			Lucity Work Administrator, Lucity Work Orders, Lucity Inventory Control, Lucity Mobile			
Objective: To allow the efficient and timely monitoring of costs incurred to perform individual jobs and projects. To assist with effective scheduling and managing of jobs and projects.						
Number	Application Requirements	Priority	Availability	Cost	Required Product(s)	Comments
79	Ability to export work order information for external uses - excel, word, database)	H	Y		Lucity Work Administrator, Lucity Work Orders, Lucity Inventory Control, Lucity Mobile	
80	Ability to interface to MS Project	M	N			
81	Reporting					
82	Recurrence Report, listing recurring work orders, and includes requestors, locations, descriptions/categories of maintenance, and workers assigned to indicate problem areas.	H	R		Lucity Work Administrator, Lucity Work Orders, Lucity Inventory Control, Lucity Mobile	
83	Payroll Report, showing employee, labor (regular/OT) dollars, benefits, and hours incurred by work order, job/project, and department, pay rate.	H	R		Lucity Work Administrator, Lucity Work Orders, Lucity Inventory Control, Lucity Mobile	
84	Transaction Ledger / Audit Trail Report.	H	R		Lucity Work Administrator, Lucity Work Orders, Lucity Inventory Control, Lucity Mobile	
85	Job Cost Summary, showing accumulated costs to-date and fiscal year-to-date by job/project/grant. Shows summary of distributions to-date and fiscal year-to-date. Presents unaccumulated/undistributed costs to-date pending. Includes G/L distribution numbers, account number, etc.	H	R		Lucity Work Administrator, Lucity Work Orders, Lucity Inventory Control, Lucity Mobile	
86	Job Cost Detail, showing labor, materials, machines, services, and all other overhead and fringe costs incurred by job/project/grant during a user-defined time interval or request category.	H	R		Lucity Work Administrator, Lucity Work Orders, Lucity Inventory Control, Lucity Mobile	
87	Management Control Report, showing summary information on the time, materials, and equipment used by a crew, division, or a department or request category.	H	R		Lucity Work Administrator, Lucity Work Orders, Lucity Inventory Control, Lucity Mobile	
88	Open Work Orders, reporting on the status and costs incurred to-date for all open/pending work orders. Shows department, requestor, and Project Manager. Listed by type, location, crew, or other parameters.	H	R		Lucity Work Administrator, Lucity Work Orders, Lucity Inventory Control, Lucity Mobile	
89	Work History by Feature Report, listing all work orders opened and/or completed for a specific facility (road/street, building, meter).	H	R		Lucity Work Administrator, Lucity Work Orders, Lucity Inventory Control, Lucity Mobile	
90	Work Type Report, listing all work orders organized by type code.	H	R		Lucity Work Administrator, Lucity Work Orders, Lucity Inventory Control, Lucity Mobile	
91	Purchased Item/Service Report, presenting a summary of all materials and contractual services purchased to complete work orders during a user-defined time interval. Includes vendor name, date, purchase order number, brief description, and cost.	H	R		Lucity Work Administrator, Lucity Work Orders, Lucity Inventory Control, Lucity Mobile	
92	Exception Reporting, listing items that are being worked on repetitively based on user defined parameters.	M	R		Lucity Work Administrator, Lucity Work Orders, Lucity Inventory Control, Lucity Mobile	

Priority

H - High | M - Medium | L - Low

Availability

Y - Yes | R - Reporting Tool | T - Third Party
M - Modification | F - Future | N - Not Available

Town of Jupiter, FL - Utility Billing Services & Enterprise Asset Management System Selection

Work Orders

4.9 - Work Orders			Lucity Work Administrator, Lucity Work Orders, Lucity Inventory Control, Lucity Mobile			
Objective: To allow the efficient and timely monitoring of costs incurred to perform individual jobs and projects. To assist with effective scheduling and managing of jobs and projects.						
Number	Application Requirements	Priority	Availability	Cost	Required Product(s)	Comments
93	Equipment Use Report, detailing equipment #, hours, dates, rental rate, etc.	H	R		Lucity Work Administrator, Lucity Work Orders, Lucity Inventory Control, Lucity Mobile	
94	Estimated to Actual Cost Comparison.	H	R		Lucity Work Administrator, Lucity Work Orders, Lucity Inventory Control, Lucity Mobile	
95	Per Unit Cost Report detailing sq. ft. of pipe, etc.	H	R		Lucity Work Administrator, Lucity Work Orders, Lucity Inventory Control, Lucity Mobile	
96	Work Orders Billed, detailing billed & paid, and billed & outstanding.	H	R		Lucity Work Administrator, Lucity Work Orders, Lucity Inventory Control, Lucity Mobile	
97	Performance Measure Reporting.	H	R		Lucity Work Administrator, Lucity Work Orders, Lucity Inventory Control, Lucity Mobile	
98	Bills by Customer.	H	R		Lucity Work Administrator, Lucity Work Orders, Lucity Inventory Control, Lucity Mobile	

Priority

H - High | M - Medium | L - Low

78 of 78

Availability

Y - Yes | R - Reporting Tool | T - Third Party
M - Modification | F - Future | N - Not Available



2235 Sheppard Avenue East
Suite 1400
Toronto, ON M2J 5B5

Contact:
Lori Hogg, Regional Sales Manager
(416) 496-0149 Ext 210
Email: lhogg@advancedutility.com

Town of Jupiter, FL

Request for Proposal

Utility Billing Services & Enterprise Asset Management System Selection

RFP # UBS-2012-01

Cost Proposal

August 31, 2012

Contents

6.4 Proposal Signature Form 1
Pricing Form 2

6.4 Proposal Signature Form



Proposer Signature
Form.pdf

Pricing Form



W1219_Pricing_Form
s FINAL.xlsx



W1219_Pricing_Form
s FINAL.pdf

1. Pricing Form Legend

All black cells required.

All yellow cells optional.

All other cells are locked.

2. Enter Basic Vendor Information

Enter Vendor Name to right:

**Advanced Utility Systems,
a division of N. Harris Computer Corporation**

3. Complete the following Pricing Tabs

Tab Name	Instructions
Proposal Summary	No data entry required in the Proposal Summary. Comments are optional for each Cost Category.
Hardware	Please add any additional required/optional Hardware proposed including the Required Quantity, Unit Price, and related On-Going Annual Cost, if applicable.
Module Summary	Please add any additional modules proposed below those requested by the Town of Jupiter.
Application Software	Please complete One-Time and On-Going Annual Application Software Costs, indicating any additional info or 'No Bid' in the Comments column. Additional proposed modules can be added in the 'Module Summary' Tab.
Other Software	Please add any Other Software proposed including the Required Quantity, Unit Price, and related On-Going Annual Cost, if applicable.
Implementation Services	Please complete the Estimated Hours and Hourly Rate for Implementation Services, indicating any additional info or 'No Bid' in the Comments column. Additional proposed modules can be added in the 'Module Summary' Tab.
Train-the-Trainer Training	Please complete the Estimated Hours and Hourly Rate for Train-the-Trainer Training, indicating any additional info or 'No Bid' in the Comments column. Additional proposed modules can be added in the 'Module Summary' Tab.
End-User Training	Please complete the Estimated Hours and Hourly Rate for End-User Training, indicating any additional info or 'No Bid' in the Comments column. Additional proposed modules can be added in the 'Module Summary' Tab.
Interfaces	Please complete the Estimated Hours, Hourly Rate, and On-Going Annual Cost, if applicable, to develop the following Interfaces, indicating any additional info or 'No Bid' in the Comments column.
Modifications	Please add the Estimated Hours, Hourly Rate, and On-Going Annual Cost, if applicable, to perform any required/optional Modifications. The related Module and Spec # should be noted.
Other Implementation Services	Please add any Other Implementation Services proposed including the Estimated Hours and Hourly Rate.
Optional SaaS ASP Pricing	Please complete One-Time and On-Going Annual Costs for Optional SaaS ASP Pricing, indicating any additional info or 'No Bid' in the Comments column. Additional proposed modules can be added in the 'Module Summary' Tab.

4. Enter Any Misc Costs and/or Discounts

Travel & Lodging Costs:

\$118,950

Discount (if applicable):

\$0

5. Toggle Required/Optional Field Formatting Before Submitting

Change cell to right to Hide Required/Optional Fields before printing:

Show Required/Optional Fields

Town of Jupiter - Utility Billing, Work Order & Cash Receipt Software System Selection

Pricing Forms - Proposal Summary

Advanced Utility Systems, a division of N. Harris Computer Corporation

Advanced Utility Systems, a division of N. Harris Computer Corporation			
Proposal Summary	No data entry required in the Proposal Summary. Comments are optional for each Cost Category.		
Cost Category	One-Time Cost	On-Going Annual Cost	Comments
Hardware	\$38,712	\$5,000	Advanced does not provide server hardware. Server costs/components are estimated.
Application Software	\$445,835	\$104,460	
Other Software	\$10,000	\$28,455	OPTIONAL Hosted inbound/outbound IVR solution to replace Selectron
Implementation Services	\$480,405	N/A	
Train-the-Trainer Training	\$82,103	N/A	
Interfaces	\$105,760	\$0	
Modifications	\$28,500	\$0	
Other Implementation Services	\$18,415	N/A	
Travel & Lodging Costs:	\$118,950	N/A	
Discount (if applicable):	\$0	N/A	
Total	\$1,328,680	\$137,915	

Town of Jupiter - Utility Billing, Work Order & Cash Receipt Software System Selection

Pricing Forms - Proposal Summary

Advanced Utility Systems, a division of N. Harris Computer Corporation

Additional Optional Pricing Not Included in Total:

Cost Category	One-Time Cost	On-Going Annual Cost	Comments
End-User Training	\$85,908	N/A	
Optional SaaS ASP Pricing	\$0	\$0	Not proposed

Vendor Name					
Hardware	Please add any additional required/optional Hardware proposed including the Required Quantity, Unit Price, and related On-Going Annual Cost, if applicable.				
Hardware Type	Required Quantity	Unit Price	One-Time Cost	On-Going Annual Cost	Comments
Server Components	3	\$10,000	\$30,000	\$5,000	Advanced does not provide hardware. Recommend an application server and database server. Infinity.link requires a web server. Estimated costs only.
Storage Components			\$0		Included with above estimate
Tape Backup Solution			\$0		Included with above estimate
TPG A776 Receipt Printer (USB)	6	\$510	\$3,060		4 devices for operations and 2 for backup/repair/training -There is a annual replacement option if desired.
APG Cash Drawer	6	\$250	\$1,500		4 devices for operations and 2 for backup/repair/training.
Canon CR-50 Check Scanner/OCR Reader	6	\$577	\$3,462		4 devices for operations and 2 for backup/repair/training -There is a annual replacement option if desired.
ID TECH Triple Track Mag Stripe Reader	6	\$115	\$690		For credit card only - PIN Debit requires the procurement of a encrypted VeriFone MX870 or 850 from approved payment gateway provider
Other Required Hardware 5			\$0		
Other Required Hardware 6			\$0		
Other Required Hardware 7			\$0		
Other Required Hardware 8			\$0		
Other Required Hardware 9			\$0		
Other Required Hardware 10			\$0		
Total	27	N/A	\$38,712	\$5,000	

Town of Jupiter - Utility Billing, Work Order & Cash Receipt Software System Selection

Pricing Forms - Module Summary

Advanced Utility Systems, a division of N. Harris Computer Corporation

Module Summary	Application Software		Implementation Services			Training Services			Totals	
	One-Time Cost	On-Going Annual Cost	Estimated Hours	Hourly Rate	Extended Cost	Estimated Hours	Hourly Rate	Extended Cost	One-Time Costs	On-Going Annual Costs
Please add any additional modules proposed below those requested by the Town of Jupiter.										
Asset Management	\$28,215	\$6,400	54	\$127	\$6,891	29	\$127	\$3,746	\$38,852	\$6,400
Cash Receipting	\$145,500	\$32,010	298	\$180	\$53,640	48	\$180	\$8,640	\$207,780	\$32,010
Facility Management	\$13,200	\$3,000	25	\$127	\$3,230	14	\$127	\$1,756	\$18,186	\$3,000
Fleet & Equipment	\$15,840	\$3,600	31	\$127	\$3,876	17	\$127	\$2,107	\$21,823	\$3,600
Request for Service	\$8,800	\$2,000	17	\$127	\$2,154	9	\$127	\$1,171	\$12,125	\$2,000
Utility Billing	\$145,000	\$36,250	2,530	\$150	\$379,500	400	\$150	\$60,000	\$584,500	\$36,250
Work Order	\$35,200	\$8,000	68	\$127	\$8,614	37	\$127	\$4,682	\$48,497	\$8,000
Infinity.Link - Customer Self Service	\$40,000	\$10,000	150	\$150	\$22,500	0	\$0	\$0	\$62,500	\$10,000
GIS	\$14,080	\$3,200	0	\$0	\$0	0	\$0	\$0	\$14,080	\$3,200
Core Other 3	\$0	\$0	0	\$0	\$0	0	\$0	\$0	\$0	\$0
Core Other 4	\$0	\$0	0	\$0	\$0	0	\$0	\$0	\$0	\$0
Core Other 5	\$0	\$0	0	\$0	\$0	0	\$0	\$0	\$0	\$0
Core Other 6	\$0	\$0	0	\$0	\$0	0	\$0	\$0	\$0	\$0
Core Other 7	\$0	\$0	0	\$0	\$0	0	\$0	\$0	\$0	\$0
Core Other 8	\$0	\$0	0	\$0	\$0	0	\$0	\$0	\$0	\$0
Core Other 9	\$0	\$0	0	\$0	\$0	0	\$0	\$0	\$0	\$0
Core Other 10	\$0	\$0	0	\$0	\$0	0	\$0	\$0	\$0	\$0
Core Other 11	\$0	\$0	0	\$0	\$0	0	\$0	\$0	\$0	\$0
Core Other 12	\$0	\$0	0	\$0	\$0	0	\$0	\$0	\$0	\$0
Core Other 13	\$0	\$0	0	\$0	\$0	0	\$0	\$0	\$0	\$0
Core Other 14	\$0	\$0	0	\$0	\$0	0	\$0	\$0	\$0	\$0
Core Other 15	\$0	\$0	0	\$0	\$0	0	\$0	\$0	\$0	\$0
Core Other 16	\$0	\$0	0	\$0	\$0	0	\$0	\$0	\$0	\$0
Core Other 17	\$0	\$0	0	\$0	\$0	0	\$0	\$0	\$0	\$0
Core Other 18	\$0	\$0	0	\$0	\$0	0	\$0	\$0	\$0	\$0
Core Other 19	\$0	\$0	0	\$0	\$0	0	\$0	\$0	\$0	\$0
Core Other 20	\$0	\$0	0	\$0	\$0	0	\$0	\$0	\$0	\$0
Core Other 21	\$0	\$0	0	\$0	\$0	0	\$0	\$0	\$0	\$0
Core Other 22	\$0	\$0	0	\$0	\$0	0	\$0	\$0	\$0	\$0
Core Other 23	\$0	\$0	0	\$0	\$0	0	\$0	\$0	\$0	\$0
Core Other 24	\$0	\$0	0	\$0	\$0	0	\$0	\$0	\$0	\$0
Core Other 25	\$0	\$0	0	\$0	\$0	0	\$0	\$0	\$0	\$0
Core Other 26	\$0	\$0	0	\$0	\$0	0	\$0	\$0	\$0	\$0
Core Other 27	\$0	\$0	0	\$0	\$0	0	\$0	\$0	\$0	\$0
Core Other 28	\$0	\$0	0	\$0	\$0	0	\$0	\$0	\$0	\$0
Core Other 29	\$0	\$0	0	\$0	\$0	0	\$0	\$0	\$0	\$0
Core Other 30	\$0	\$0	0	\$0	\$0	0	\$0	\$0	\$0	\$0
Core Other 31	\$0	\$0	0	\$0	\$0	0	\$0	\$0	\$0	\$0
Core Other 32	\$0	\$0	0	\$0	\$0	0	\$0	\$0	\$0	\$0
Core Other 33	\$0	\$0	0	\$0	\$0	0	\$0	\$0	\$0	\$0

Town of Jupiter - Utility Billing, Work Order & Cash Receipt Software System Selection

Pricing Forms - Module Summary

Advanced Utility Systems, a division of N. Harris Computer Corporation

Advanced Utility Systems, a division of N. Harris Computer Corporation										
Module Summary	Application Software		Implementation Services			Training Services			Totals	
Please add any additional modules proposed below those requested by the Town of Jupiter.	One-Time Cost	On-Going Annual Cost	Estimated Hours	Hourly Rate	Extended Cost	Estimated Hours	Hourly Rate	Extended Cost	One-Time Costs	On-Going Annual Costs
Core Other 34	\$0	\$0	0	\$0	\$0	0	\$0	\$0	\$0	\$0
Core Other 35	\$0	\$0	0	\$0	\$0	0	\$0	\$0	\$0	\$0
Core Other 36	\$0	\$0	0	\$0	\$0	0	\$0	\$0	\$0	\$0
Core Other 37	\$0	\$0	0	\$0	\$0	0	\$0	\$0	\$0	\$0
Core Other 38	\$0	\$0	0	\$0	\$0	0	\$0	\$0	\$0	\$0
Core Other 39	\$0	\$0	0	\$0	\$0	0	\$0	\$0	\$0	\$0
Core Other 40	\$0	\$0	0	\$0	\$0	0	\$0	\$0	\$0	\$0
Total	\$445,835	\$104,460	3,173	N/A	\$480,405	554	N/A	\$82,103	\$1,008,343	\$104,460

Town of Jupiter - Utility Billing, Work Order & Cash Receipt Software System Selection

Pricing Forms - Application Software

Advanced Utility Systems, a division of N. Harris Computer Corporation			
Application Software	Please complete One-Time and On-Going Annual Application Software Costs, indicating any additional info or 'No Bid' in the Comments column. Additional proposed modules can be added in the 'Module Summary' Tab.		
Cost Category	One-Time Cost	On-Going Annual Cost	Comments
Asset Management	\$28,215	\$6,400	12 Concurrent Users
Cash Receipting	\$145,500	\$32,010	One-time License includes \$120,500 for base iNovah (400,000 Annual Receipts, Unlimited Users, Unlimited Workstations), PCI -PADSS Credit&Debit Cards, Imports, & Exports + \$25,000 for iCart Consumer Web Portal Module. On-Going includes annual maintenance at 22% total license.
Facility Management	\$13,200	\$3,000	Site license
Fleet & Equipment	\$15,840	\$3,600	Site license
Request for Service	\$8,800	\$2,000	
Utility Billing	\$145,000	\$36,250	CIS Infinity, 20 Concurrent User License
Work Order	\$35,200	\$8,000	Site license
Infinity.Link - Customer Self Service	\$40,000	\$10,000	Infinity.Link Site License - Utility Web Customer Self Service
GIS	\$14,080	\$3,200	GIS software built on ESRI ArcGIS desktop (ArcView, ArcEditor, ArcInfo) and web (ArcServer). Cost Includes two (2) editor license and a site license for viewers.
Core Other 3			
Core Other 4			
Core Other 5			
Core Other 6			
Core Other 7			
Core Other 8			
Core Other 9			
Core Other 10			
Core Other 11			
Core Other 12			
Core Other 13			
Core Other 14			
Core Other 15			
Core Other 16			
Core Other 17			

Town of Jupiter - Utility Billing, Work Order & Cash Receipt Software System Selection

Pricing Forms - Application Software

Advanced Utility Systems, a division of N. Harris Computer Corporation			
Application Software	Please complete One-Time and On-Going Annual Application Software Costs, indicating any additional info or 'No Bid' in the Comments column. Additional proposed modules can be added in the 'Module Summary' Tab.		
Cost Category	One-Time Cost	On-Going Annual Cost	Comments
Core Other 18			
Core Other 19			
Core Other 20			
Core Other 21			
Core Other 22			
Core Other 23			
Core Other 24			
Core Other 25			
Core Other 26			
Core Other 27			
Core Other 28			
Core Other 29			
Core Other 30			
Core Other 31			
Core Other 32			
Core Other 33			
Core Other 34			
Core Other 35			
Core Other 36			
Core Other 37			
Core Other 38			
Core Other 39			
Core Other 40			
Total	\$445,835	\$104,460	

Town of Jupiter - Utility Billing, Work Order & Cash Receipt Software System Selection

Pricing Forms - Other Software

Advanced Utility Systems, a division of N. Harris Computer Corporation					
Other Software	Please add any Other Software proposed including the Required Quantity, Unit Price, and related On-Going Annual Cost, if applicable.				
Software Name	Required Quantity	Unit Price	One-Time Cost	On-Going Annual Cost	Comments
Source Code Escrow			\$0		No additional charge
Disaster Recovery			\$0		No bid
Zip+4 Software			\$0		No bid
Workstation Software			\$0		No additional software required
Utilities			\$0		No bid
Report Writer			\$0		Runtime included
Relational Database			\$0		No bid
Forms Generator			\$0		Not required
Infinity.Teleconnect IVR - Hosted Inbound	1	\$10,000	\$10,000	\$20,300	Optional replacement for Selectron. Requires use of a natively-supported payment gateway (TWI Payment processing services, CSI, Authorize.NET, or PayFlow PRO).
Alertworks IVR - Hosted Outbound			\$0	\$8,155	Optional replacement for Selectron. 21,000 minutes included annually with subscription. Minute packages are replenished to the full package size at the beginning of each subscription year. Minutes used in excess of those included in a package in a given subscription year will be billed at \$.16/minute.
			\$0		
			\$0		
			\$0		
			\$0		
			\$0		
			\$0		
			\$0		
			\$0		
			\$0		
			\$0		

Town of Jupiter - Utility Billing, Work Order & Cash Receipt Software System Selection

Pricing Forms - Other Software

[illegible]

Town of Jupiter - Utility Billing, Work Order & Cash Receipt Software System Selection

Pricing Forms - Other Software

Advanced Utility Systems, a division of N. Harris Computer Corporation					
Other Software	Please add any Other Software proposed including the Required Quantity, Unit Price, and related On-Going Annual Cost, if applicable.				
Software Name	Required Quantity	Unit Price	One-Time Cost	On-Going Annual Cost	Comments
			\$0		
Total	1	N/A	\$10,000	\$28,455	

Town of Jupiter - Utility Billing, Work Order & Cash Receipt Software System Selection

Pricing Forms - Implementation Services

Advanced Utility Systems, a division of N. Harris Computer Corporation				
Implementation Services	Please complete the Estimated Hours and Hourly Rate for Implementation Services, indicating any additional info or 'No Bid' in the Comments column. Additional proposed modules can be added in the 'Module Summary' Tab.			
Cost Category	Estimated Hours	Hourly Rate	Extended Cost	Comments
Asset Management	54	\$127	\$6,891	
Cash Receipting	298	\$180	\$53,640	
Facility Management	25	\$127	\$3,230	
Fleet & Equipment	31	\$127	\$3,876	
Request for Service	17	\$127	\$2,154	
Utility Billing	2,530	\$150	\$379,500	
Work Order	68	\$127	\$8,614	
Infinity.Link - Customer Self Service	150	\$150	\$22,500	
GIS			\$0	
Core Other 3			\$0	
Core Other 4			\$0	
Core Other 5			\$0	
Core Other 6			\$0	
Core Other 7			\$0	
Core Other 8			\$0	
Core Other 9			\$0	
Core Other 10			\$0	
Core Other 11			\$0	
Core Other 12			\$0	
Core Other 13			\$0	
Core Other 14			\$0	
Core Other 15			\$0	
Core Other 16			\$0	
Core Other 17			\$0	
Core Other 18			\$0	
Core Other 19			\$0	
Core Other 20			\$0	
Core Other 21			\$0	
Core Other 22			\$0	

Town of Jupiter - Utility Billing, Work Order & Cash Receipt Software System Selection

Pricing Forms - Implementation Services

Advanced Utility Systems, a division of N. Harris Computer Corporation				
Implementation Services	Please complete the Estimated Hours and Hourly Rate for Implementation Services, indicating any additional info or 'No Bid' in the Comments column. Additional proposed modules can be added in the 'Module Summary' Tab.			
Cost Category	Estimated Hours	Hourly Rate	Extended Cost	Comments
Core Other 23			\$0	
Core Other 24			\$0	
Core Other 25			\$0	
Core Other 26			\$0	
Core Other 27			\$0	
Core Other 28			\$0	
Core Other 29			\$0	
Core Other 30			\$0	
Core Other 31			\$0	
Core Other 32			\$0	
Core Other 33			\$0	
Core Other 34			\$0	
Core Other 35			\$0	
Core Other 36			\$0	
Core Other 37			\$0	
Core Other 38			\$0	
Core Other 39			\$0	
Core Other 40			\$0	
Total	3,173	N/A	\$480,405	

Town of Jupiter - Utility Billing, Work Order & Cash Receipt Software System Selection

Pricing Forms - Train-the-Trainer Training

Advanced Utility Systems, a division of N. Harris Computer Corporation

<i>Train-the-Trainer Training</i>	Please complete the Estimated Hours and Hourly Rate for Train-the-Trainer Training, indicating any additional info or 'No Bid' in the Comments column. Additional proposed modules can be added in the 'Module Summary' Tab.			
Cost Category	Estimated Hours	Hourly Rate	Extended Cost	Comments
Asset Management	29	\$127	\$3,746	
Cash Receipting	48	\$180	\$8,640	
Facility Management	14	\$127	\$1,756	
Fleet & Equipment	17	\$127	\$2,107	
Request for Service	9	\$127	\$1,171	
Utility Billing	400	\$150	\$60,000	
Work Order	37	\$127	\$4,682	
Infinity.Link - Customer Self Service			\$0	Included with UB
GIS			\$0	
Core Other 3			\$0	
Core Other 4			\$0	
Core Other 5			\$0	
Core Other 6			\$0	
Core Other 7			\$0	
Core Other 8			\$0	
Core Other 9			\$0	
Core Other 10			\$0	
Core Other 11			\$0	
Core Other 12			\$0	
Core Other 13			\$0	
Core Other 14			\$0	
Core Other 15			\$0	
Core Other 16			\$0	
Core Other 17			\$0	
Core Other 18			\$0	
Core Other 19			\$0	
Core Other 20			\$0	
Core Other 21			\$0	
Core Other 22			\$0	

Town of Jupiter - Utility Billing, Work Order & Cash Receipt Software System Selection

Pricing Forms - Train-the-Trainer Training

Advanced Utility Systems, a division of N. Harris Computer Corporation

Train-the-Trainer Training				
Please complete the Estimated Hours and Hourly Rate for Train-the-Trainer Training, indicating any additional info or 'No Bid' in the Comments column. Additional proposed modules can be added in the 'Module Summary' Tab.				
Cost Category	Estimated Hours	Hourly Rate	Extended Cost	Comments
Core Other 23			\$0	
Core Other 24			\$0	
Core Other 25			\$0	
Core Other 26			\$0	
Core Other 27			\$0	
Core Other 28			\$0	
Core Other 29			\$0	
Core Other 30			\$0	
Core Other 31			\$0	
Core Other 32			\$0	
Core Other 33			\$0	
Core Other 34			\$0	
Core Other 35			\$0	
Core Other 36			\$0	
Core Other 37			\$0	
Core Other 38			\$0	
Core Other 39			\$0	
Core Other 40			\$0	
Total	554	N/A	\$82,103	

Town of Jupiter - Utility Billing, Work Order & Cash Receipt Software System Selection

Pricing Forms - End-User Training

Advanced Utility Systems, a division of N. Harris Computer Corporation

End-User Training	Please complete the Estimated Hours and Hourly Rate for End-User Training, indicating any additional info or 'No Bid' in the Comments column. Additional proposed modules can be added in the 'Module Summary' Tab.			
Cost Category	Estimated Hours	Hourly Rate	Extended Cost	Comments
Asset Management	57	\$127	\$7,209	
Cash Receipting	0	\$0	\$0	
Facility Management	27	\$127	\$3,379	
Fleet & Equipment	32	\$127	\$4,055	
Request for Service	18	\$127	\$2,253	
Utility Billing	400	\$150	\$60,000	
Work Order	71	\$127	\$9,012	
Infinity.Link - Customer Self Service			\$0	Included with UB
GIS			\$0	
Core Other 3			\$0	
Core Other 4			\$0	
Core Other 5			\$0	
Core Other 6			\$0	
Core Other 7			\$0	
Core Other 8			\$0	
Core Other 9			\$0	
Core Other 10			\$0	
Core Other 11			\$0	
Core Other 12			\$0	
Core Other 13			\$0	
Core Other 14			\$0	
Core Other 15			\$0	
Core Other 16			\$0	
Core Other 17			\$0	
Core Other 18			\$0	
Core Other 19			\$0	
Core Other 20			\$0	
Core Other 21			\$0	
Core Other 22			\$0	

Town of Jupiter - Utility Billing, Work Order & Cash Receipt Software System Selection

Pricing Forms - End-User Training

Advanced Utility Systems, a division of N. Harris Computer Corporation

End-User Training	Please complete the Estimated Hours and Hourly Rate for End-User Training, indicating any additional info or 'No Bid' in the Comments column. Additional proposed modules can be added in the 'Module Summary' Tab.			
Cost Category	Estimated Hours	Hourly Rate	Extended Cost	Comments
Core Other 23			\$0	
Core Other 24			\$0	
Core Other 25			\$0	
Core Other 26			\$0	
Core Other 27			\$0	
Core Other 28			\$0	
Core Other 29			\$0	
Core Other 30			\$0	
Core Other 31			\$0	
Core Other 32			\$0	
Core Other 33			\$0	
Core Other 34			\$0	
Core Other 35			\$0	
Core Other 36			\$0	
Core Other 37			\$0	
Core Other 38			\$0	
Core Other 39			\$0	
Core Other 40			\$0	
Total	604	N/A	\$85,908	

Town of Jupiter - Utility Billing, Work Order & Cash Receipt Software System Selection
Pricing Forms - Interfaces

Advanced Utility Systems, a division of N. Harris Computer Corporation								
Interfaces		Please complete the Estimated Hours, Hourly Rate, and On-Going Annual Cost, if applicable, to develop the following Interfaces, indicating any additional info or 'No Bid' in the Comments column.						
Data Flow Item #	Data Flow Description	Source Application	Target Application	Estimated Hours	Hourly Rate	One-Time Cost	On-Going Annual Cost	Comments
Core Modules								
1	Association of various electronic documents in OnBase to both reference and transactional data in all modules of the system	OnBase or Tyler Content Manager	All	50	\$127	\$6,350	\$0	Additional \$7,500 included in cashiering application license fee for interface
2	Email Application	Microsoft Exchange	All	0	\$0	\$0	\$0	Standard
3	Email Application	All	Microsoft Exchange	0	\$0	\$0	\$0	Standard
4	Association of addresses, parcels and assets (multiple layers) of GIS	ESRI GIS	Utility Billing, Work Order, Asset Management & Request for Service	100	\$141	\$14,100	\$0	Blended rate (60@ \$150 + 40 @ 127)
5	Association of addresses, parcels and assets (multiple layers) of GIS	Utility Billing, Work Order, Asset Management & Request for Service	ESRI GIS	40	\$127	\$5,080	\$0	
6	Export a Utility Billing file to CSG International (or any other 3rd party) for printing utility bills	Utility Billing	CSG International	0	\$0	\$0	\$0	Standard batch bill export
7	Upload/download of meter read information	Master Meter's Meter Reading Software	Utility Billing	0	\$0	\$0	\$0	Standard batch meter import/export. Configuration
8	Upload/download of meter read information	Sensus Meter Reading Software	Utility Billing	0	\$0	\$0	\$0	Standard batch meter import/export. Configuration
9	Customer Payment ACH file export / import with Wells Fargo Online Banking (for direct customer ACH payments).	Utility Billing	Wells Fargo Online Banking	0	\$0	\$0	\$0	Standard ACH format batch import/export.
10	Import payments from multiple lockbox locations into the Utility Billing's Cash Receipting	Lockbox	Utility Billing's Cash Receipting (apply payment to the UB customer record as well)	0	\$0	\$0	\$0	\$5750 included in Cash Receipt software license

Town of Jupiter - Utility Billing, Work Order & Cash Receipt Software System Selection

Pricing Forms - Interfaces

11	When a customer in Utility Billing should receive a refund, the transaction should automatically be imported into the Tyler/MUNIS Accounts payable system	Utility Billing	MUNIS Accounts Payable	0	\$0	\$0	\$0	Configuration using Advanced Interface Manager (AIM). Batch import.
12	Export the Payments information so it can be imported into the Tyler/MUNIS General Ledger application	Utility Billing	MUNIS General Ledger	0	\$0	\$0	\$0	Configuration using Advanced Interface Manager (AIM). Batch import.
13	Export all billing and adjustments information from the utility billing application so it can be imported into the Tyler/MUNIS General Ledger application.	Utility Billing	MUNIS General Ledger	0	\$0	\$0	\$0	Configuration using Advanced Interface Manager (AIM). Batch import.
14	From the utility billing system, when an account has high usage, is delinquent, will be shut off, etc. the IVR system will call the customer.	Utility Billing	Selectron	60	\$150	\$9,000	\$0	Real time, 2 way interface. Also requires Infinity.Teleconnect API.
15	When a UB service orders needs to be billed to a third party, the information should automatically create a transaction into the Tyler/MUNIS General Billing application	Utility Billing	MUNIS General Billing	0	\$0	\$0	\$0	Configuration using Advanced Interface Manager (AIM). Batch import.
16	When a meter needs to be taken out of inventory & installed on an account, the Tyler/MUNIS Fixed Asset module should be updated with this information	Utility Billing	MUNIS Fixed Assets	30	\$150	\$4,500	\$0	Batch export

Town of Jupiter - Utility Billing, Work Order & Cash Receipt Software System Selection
Pricing Forms - Interfaces

17	When a service order in Utility Billing is using parts from inventory, the Tyler/MUNIS inventory system should be updated	Utility Billing	MUNIS Inventory	30	\$150	\$4,500	\$0	Batch import
18	When a work order needs to be billed to a third party, the information should automatically create a transaction into the Tyler/MUNIS General Billing application	Work Order	MUNIS General Billing	40	\$127	\$5,080	\$0	
19	When a work order is using parts from inventory, the Tyler/MUNIS inventory system should be updated	Work Order	MUNIS Inventory	40	\$127	\$5,080	\$0	
20	When a work order has labor hours, these can be exported from the Work Order module and imported into the Tyler/MUNIS payroll/time entry system.	Work Order	MUNIS Payroll	20	\$127	\$2,540	\$0	
21	Pull current hourly rates for employees from the Tyler/MUNIS payroll system to the work order system	Payroll	Work Order	20	\$127	\$2,540	\$0	
22	When a work order has a project or grant assigned to it, the information can be exported from the work order module and imported into the Tyler/MUNIS Project and Grant module.	Work Order	MUNIS Project / Grant	80	\$127	\$10,160	\$0	
23	Import the check image file into the cash receipting system and update the Utility Billing customer information and attach the image to the customer's record as well.	RemitPlus (Check 21)	Cash Receipting and Utility Billing	0	\$150	\$0	\$0	Batch import

Town of Jupiter - Utility Billing, Work Order & Cash Receipt Software System Selection

Pricing Forms - Interfaces

24	Export cash receipting general ledger account information to import to the Tyler/MUNIS GL	Cash Receipting	MUNIS General Ledger	0	\$0	\$0	\$0	\$5,750 included in Cash Receipt software license
25	Ability to establish and use validations from the G/L chart of accounts.	MUNIS General Ledger	Cash Receipting	0	\$0	\$0	\$0	Included with Item 17
26	Integrate electronic payment files from IVR Software	Selectron	Cash Receipting	0	\$0	\$0	\$0	\$5,750 included in Cash Receipt software license
27	Online Credit Card Payment Verification	Chase Paymentech	Cash Receipting	0	\$0	\$0	\$0	\$5,750 included in Cash Receipt software license
28	Event registration payments	Paypal	Cash Receipting	0	\$0	\$0	\$0	\$5,750 included in Cash Receipt software license
29	Export the cash receipting information for the Parking Tickets so it can be imported into the OSSI application	Cash Receipting	OSSI	0	\$0	\$0	\$0	\$5,750 included in Cash Receipt software license
30	Image capture for counter payments	Caere OCR Reader	Cash Receipting	0	\$0	\$0	\$0	Standard with Canon OCR reader
31	When a request for a permit or inspection is made the information is updated in the Permit and/or Inspection software	Request for Service	Permits & Inspections	40	\$127	\$5,080	\$0	
32	When a request for a site plan is made the information is updated in the Planning & Zoning software	Request for Service	Planning & Zoning	40	\$127	\$5,080	\$0	
33	When a request for service is made, the ability to associate it with an enterprise assets to allow for tracking and administration of constituent service requests on GIS based assets	Request for Service	Asset Management	50	\$127	\$6,350	\$0	
34	System integrates with financial Fixed Asset modules to associate enterprise asset to depreciation schedule, etc.	MUNIS Fixed Assets	Asset Management	40	\$127	\$5,080	\$0	

Town of Jupiter - Utility Billing, Work Order & Cash Receipt Software System Selection

Pricing Forms - Interfaces

35	Cash receipt deposit information can be exported from cash receipts to be imported to the Tyler/MUNIS Bank Reconciliation module	Cash Receipting	MUNIS Bank Reconciliation	0	\$0	\$0		
36	System associates a vehicle in the Fleet module with a asset in the fixed assets module and handles multiple depreciation schedules.	Fleet & Equipment	MUNIS Fixed Assets	0	\$127	\$0	\$0	Included with Item 34
37	System interfaces with the system's Human Resources module to identify certifications, license, accident and incident information for equipment operators	Fleet & Equipment	MUNIS Human Resources	20	\$127	\$2,540	\$0	
38	Billing function in the Fleet module interfaces with the General Ledger to accommodate the necessary inter-fund transfers	Fleet & Equipment	MUNIS GL	40	\$127	\$5,080	\$0	
39	System integrates with MUNIS General Ledger for account validation, cost tracking and activity posting	Fleet & Equipment, Facilities, Asset Management, Work Orders	MUNIS GL	40	\$127	\$5,080	\$0	
40	System provides integration to the Accounts Receivable system to pull the information (i.e. square footage, rent amount) from facilities.	Facilities	MUNIS Accounts Receivable	20	\$127	\$2,540	\$0	
41	System provides integration with BMI bar code reader for asset management and work orders	BMI Bar Code Reader	Asset Management and Work Orders	0	\$127	\$0	\$0	Standard functionality
Total				800	N/A	\$105,760	\$0	

Town of Jupiter - Utility Billing, Work Order & Cash Receipt Software System Selection
Pricing Forms - Modifications

[illegible]

Pricing Forms - Modifications

Total

Town of Jupiter - Utility Billing, Work Order & Cash Receipt Software System Selection

Pricing Forms - Other Implementation Services

[illegible]

Town of Jupiter - Utility Billing, Work Order & Cash Receipt Software System Selection

Pricing Forms - Other Implementation Services

Advanced Utility Systems, a division of N. Harris Computer Corporation				
Other Implementation Services	Please add any Other Implementation Services proposed including the Estimated Hours and Hourly Rate.			
Cost Category	Estimated Hours	Hourly Rate	Extended Cost	Comments
			\$0	
			\$0	
			\$0	
			\$0	
			\$0	
			\$0	
			\$0	
			\$0	
			\$0	
			\$0	
			\$0	
			\$0	
			\$0	
			\$0	
			\$0	
			\$0	
			\$0	
			\$0	
			\$0	
			\$0	
			\$0	
			\$0	
Total	145	N/A	\$18,415	

Town of Jupiter - Utility Billing, Work Order & Cash Receipt Software System Selection

Pricing Forms - Optional SaaS|ASP Pricing

Advanced Utility Systems, a division of N. Harris Computer Corporation					
Optional SaaS ASP Pricing	Please complete One-Time and On-Going Annual Costs for Optional SaaS ASP Pricing, indicating any additional info or 'No Bid' in the Comments column. Additional proposed modules can be added in the 'Module Summary' Tab.				
Cost Category	One-Time Imp. Cost	One-Time Training Cost	Total One-Time Cost	On-Going Annual Cost	Comments
Core Modules					
Asset Management			\$0		N/A Proposing an on premise solution for all modules.
Cash Receipting			\$0		
Facility Management			\$0		
Fleet & Equipment			\$0		
Request for Service			\$0		
Utility Billing			\$0		
Work Order			\$0		
Infinity.Link - Customer Self Service			\$0		
GIS			\$0		
Core Other 3			\$0		
Core Other 4			\$0		
Core Other 5			\$0		
Core Other 6			\$0		
Core Other 7			\$0		
Core Other 8			\$0		
Core Other 9			\$0		
Core Other 10			\$0		
Core Other 11			\$0		
Core Other 12			\$0		
Core Other 13			\$0		
Core Other 14			\$0		
Core Other 15			\$0		
Core Other 16			\$0		
Core Other 17			\$0		
Core Other 18			\$0		
Core Other 19			\$0		
Core Other 20			\$0		
Core Other 21			\$0		
Core Other 22			\$0		
Core Other 23			\$0		
Core Other 24			\$0		
Core Other 25			\$0		
Core Other 26			\$0		
Core Other 27			\$0		

Town of Jupiter - Utility Billing, Work Order & Cash Receipt Software System Selection

Pricing Forms - Optional SaaS|ASP Pricing

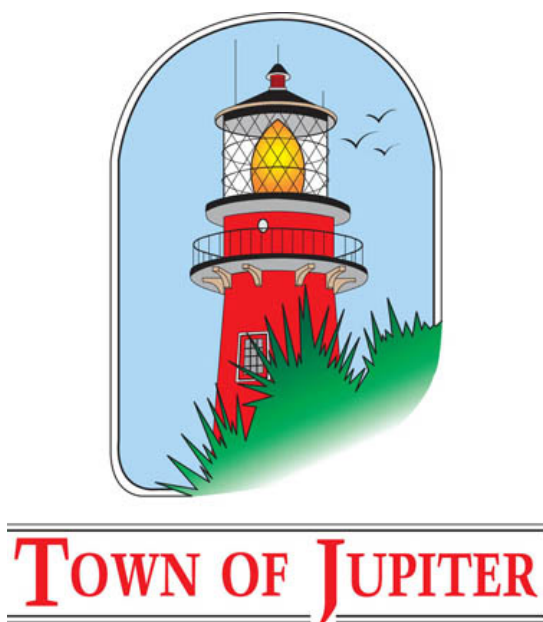
Advanced Utility Systems, a division of N. Harris Computer Corporation					
Optional SaaS ASP Pricing	Please complete One-Time and On-Going Annual Costs for Optional SaaS ASP Pricing, indicating any additional info or 'No Bid' in the Comments column. Additional proposed modules can be added in the 'Module Summary' Tab.				
Cost Category	One-Time Imp. Cost	One-Time Training Cost	Total One- Time Cost	On-Going Annual Cost	Comments
Core Other 28			\$0		
Core Other 29			\$0		
Core Other 30			\$0		
Core Other 31			\$0		
Core Other 32			\$0		
Core Other 33			\$0		
Core Other 34			\$0		
Core Other 35			\$0		
Core Other 36			\$0		
Core Other 37			\$0		
Core Other 38			\$0		
Core Other 39			\$0		
Core Other 40			\$0		
Total	\$0	\$0	\$0	\$0	

Town of Jupiter, FL

Request for Proposal

Utility Billing Services & Enterprise Asset Management System Selection

RFP # UBS-2012-01



Issue Date: 7/20/2012

Proposal Due Date: 8/31/2012, 2:00pm ET

Non-Mandatory Pre-Bid Meeting 8/7/2012 10:00 am ET

**Council Chamber
Town Hall
210 Military Trail
Jupiter, FL 33458**

Proposal Submission

Proposal Due Date: August 31, 2012 by 2:00pm ET

Submit: 1 printed, signed, original technical proposal and signed addenda,
7 copies of original technical proposal,
1 CD containing an electronic version of the technical proposal and
any supporting documentation, including the following files:
RFP UBS-2012-01 - Specifications.xlsx
RFP UBS-2012-01 - Vendor Forms.docx
1 printed, signed, original cost proposal,
7 copies of original cost proposal, and
1 CD containing an electronic version of the cost proposal including
the following file:
RFP UBS-2012-01 - Pricing Forms.xlsx
Send to:
Town Clerk's Office
Town Hall
210 Military Trail
Jupiter, FL 33458

Submit: 1 copy of original technical and cost proposals;
1 CD containing an electronic version of the technical proposal, cost
proposal, and the following documents:
RFP UBS-2012-01 - Specifications.xlsx
RFP UBS-2012-01 - Pricing Forms.xlsx
RFP UBS-2012-01 - Vendor Forms.docx
Send to:
Plante & Moran, PLLC
Attn: Ms. Kim Szlachetka
27400 Northwestern Hwy
P.O. Box 307
Southfield, MI 48037-0307

Important Notice:

Effective immediately upon release of this request for proposal (RFP), and until notice of contract award, all official communications from proposers regarding the requirements of this RFP shall be directed to:

Jennifer Williams
Town Hall
210 Military Trail
Jupiter, FL 33458
561-741-2363
jenniferw@jupiter.fl.us

The Town, or designee, shall distribute all official changes, modifications, responses to questions or notices relating to the requirements of this RFP. Any other information of any kind from any other source shall not be considered official, and proposers relying on other information do so at their own risk.

Table of Contents

1	Introduction.....	7
1.1	Overview.....	7
1.2	Definitions.....	7
1.3	Town Background.....	7
1.4	Current Application Environment.....	8
1.5	Current Technical Environment.....	10
1.5.1	Summary of Network and Computing Environment.....	10
1.5.2	Town Technical Standards.....	16
1.6	Other Planned Technology Initiatives.....	18
1.7	Expected Scope of System Solution.....	18
1.8	Summary of Key Transaction Volumes.....	20
1.9	Overall Evaluation Process.....	22
2	Vendor Proposal Guidelines	24
2.1	Intent.....	24
2.2	Proposal Submission.....	24
2.3	DemandStar	25
2.4	Preparation of Proposals	25
2.5	Requirements for Signing Proposal.....	26
2.6	Lobbying/Cone of Silence.....	26
2.7	RFP Clarifications and Questions.....	26
2.8	Non-Mandatory Vendor Pre-Bid Meeting	27
2.9	Consideration of Proposals	27
2.10	Basis for Award, Evaluation Criteria and Questions.....	27
2.11	Award of Contract.....	28
2.12	Qualifications of Proposers.....	28
2.13	Examination of Proposal Documents.....	28
2.14	Specifications	29
2.15	Public Records Law	29
2.16	Proposals.....	29
2.17	Modification and Withdrawal of Proposals.....	29
2.18	Rejection of Proposals.....	30
2.19	Proposals to Remain Open	30
2.20	Open End Contract.....	30
2.21	Audit Rights	31
2.22	Conflict of Interest.....	31
2.23	Non-Collusion Affidavit	31
2.24	Advice of Omission or Misstatement	31
2.25	Confidential Information.....	31
2.26	Confidentiality Statement.....	32
2.27	Tax Exempt Status	32
2.28	Reserved Rights	32
2.29	Advertising	32
2.30	Trademarks	32
2.31	Right to Request Additional Information	32
2.32	Right of Refusal	32
2.33	Proposal Preparation Costs.....	32
2.34	System Design Costs	33
2.35	Pricing Eligibility Period	33
2.36	Additional Charges	33

2.37	Turnkey Solution.....	33
2.38	Purchase Quantities	33
2.39	Rights to Pertinent Materials	33
2.40	Insurance Requirements	34
3	Proposal Response Format.....	35
3.1	Introduction.....	35
3.2	Executive Summary (Section 1)	36
3.3	Company Background (Section 2).....	36
3.4	Proposed Solution (Section 3).....	36
3.4.1	Application Software (Section 3.1).....	36
3.5	Implementation Plan (Section 4)	37
3.5.1	General Implementation Approach (Section 4.1).....	37
3.5.2	Project Management Approach (Section 4.2).....	38
3.5.3	Hardware, Software and Storage Design and Installation Consulting (Section 4.3).....	38
3.5.4	Data Conversion Plan (Section 4.4)	38
3.5.5	Report Development (Section 4.5)	38
3.5.6	Integrations and Interfaces (Section 4.6).....	39
3.5.7	Training (Section 4.7)	43
3.5.8	Testing (Section 4.8).....	43
3.5.9	System Documentation and Manuals (Section 4.9).....	44
3.5.10	Disaster Recovery Plan (Section 4.10).....	44
3.5.11	Knowledge Transfer (Section 4.11)	44
3.6	Staffing Plan (Section 5).....	44
3.7	Ongoing Support Services (Section 6)	44
3.8	Response to Software Requirements (Section 7).....	45
3.9	Response to Technical Requirements (Section 8)	45
3.9.1	Technical Infrastructure	45
3.9.2	Vendor Hosted Option	46
3.10	Vendor Questionnaires (Section 9)	46
3.11	Client References (Section 10).....	46
3.12	License and Maintenance Agreements (Section 11).....	46
3.13	Exceptions and Deviations (Section 12).....	47
3.14	Other Required Forms and Attachments (Section 13).....	48
3.15	Addenda (Section 14).....	48
3.16	Separate Sealed Cost Proposal	48
4	Functional Requirements	50
4.1	Introduction.....	50
5	Minimal Contract Terms & Conditions	52
5.1	Definitions.....	52
5.2	Term	52
5.3	Effective Date	53
5.4	Time is of the Essence	53
5.5	Modification of Agreement.....	53
5.6	Assignment.....	53
5.7	Non-Performance Escalation Procedures	53
5.8	Scope of Agreement.....	53
5.9	Agreement Price and payment	55
5.10	Duties of Project Manager and Project Coordinator	56
5.11	Inspections of Work and Acceptance By Town	57
5.12	Risk of Loss	60
5.13	Indemnification	60

5.14	Insurance	61
5.15	Warranties	62
5.16	Termination.....	66
5.17	Governing Law and Venue	69
5.18	Notices.....	70
5.19	Independent Contractor Status.....	71
5.20	Force Majeure	71
5.21	Severability	71
5.22	Integration.....	71
5.23	Successors and Assigns	72
5.24	Annual Maintenance and Support Fees	72
5.25	Federally Mandated Changes	73
5.26	Programming Services	73
5.27	Video Taping	73
5.28	Major Releases/Upgrades	73
5.29	System Longevity	73
5.30	Successor Software Products	73
5.31	Conflict of Interest.....	74
5.32	Intellectual Property	74
5.33	Use of Licenses by Personnel Who Are Not Employees.....	74
5.34	Disaster Recovery & Disaster Recovery Testing.....	74
5.35	Right to Outsource.....	74
5.36	Unlimited Liability for Software VENDOR Infringement.....	74
5.37	VENDOR Merger or Acquisition	74
5.38	Functionality Replacement	75
5.39	Right to Return Modules.....	75
5.40	Wording Conflicts	75
5.41	Limitation of Liability	75
5.42	Liquidated Damages.....	76
5.43	Confidentiality	76
5.44	Survival Clause.....	76
5.45	Incorporation by Reference	76
6	Proposal Forms	78
6.1	Introduction.....	78
6.2	Proposal Response Form.....	79
6.3	Proposer Information	80
6.4	Proposal Signature Form.....	81
6.5	Non-Collusion Affidavit	82
6.6	Proposer's Certification Form	83
6.7	Proposer's Qualification Statement Form.....	84
6.8	Public Entity Crimes Form	88
6.9	Proposer's Acknowledgement Form.....	90
6.10	Minimum Criteria	91
6.11	Company Background Form.....	92
6.12	Technical Requirements Form	94
6.13	Vendor Hosting Form	95
6.14	Ongoing Support Services Form	96
6.15	Client Reference Form	98
6.16	Pricing Forms	99
6.17	Minimal Contract Terms and Conditions Compliance Checklist.....	100
6.18	Contract Terms and Conditions Compliance Checklist – Exception Explanations.....	102

Anticipated Timeline Overview

Listed below are specific and estimated dates and times of actions related to this request for proposal (RFP). The actions with specific dates must be completed as indicated unless otherwise changed. In the event that it is necessary to change any of the specific dates and times in the calendar of events listed below, an addendum to this RFP will be issued.

Milestone	Timeframe
RFP issuance	July 20, 2012
Vendor pre-bid meeting	August 7, 2012 at 10:00am ET
Deadline for clarification questions	August 9, 2012 at 2:00pm ET
Town distributes responses for Vendor RFP clarification questions	August 14, 2012 at 5:00pm ET
Vendor proposals due	August 31, 2012 by 2:00pm ET
Notification of demonstration dates	September 21, 2012 by 5:00pm ET
Demonstrations of software	Weeks of October 8 th & October 15 th 2012
Site Visits and other due diligence	October 2012
Contract negotiations and award	November 2012

1 Introduction

1.1 Overview

The Town is interested in soliciting proposals from qualified providers of municipal software whose product offering meets or exceeds current Town requirements and whose complete product offering provides a robust solution set that will allow the Town to continue to leverage this investment well into the future as the needs of the Town grow and evolve.

The Town of Jupiter currently utilizes the SunGard Public Sector (formerly known as HTE) NaviLine Select CIS/Utility Billing and Cash Receipting applications. The software was implemented in 1998 and runs on an IBM i5 (formerly known as AS/400). The Town is currently implementing Tyler's MUNIS software for their financials and Payroll/HR applications on an ASP model. For asset management the Town of Jupiter is currently using Antero by Allmax for the utility plant's needs and Vue Works for public works. Vue Works is also being used for work orders, request for service and facility management. Vue Works was implemented in 2007. The Town is currently using DPSI for their maintenance management which includes fleet, equipment and request for service modules.

The Town is anticipating starting implementation no later than January 1, 2013, and having the selected system fully implemented no later than October 1, 2013. Vendors are highly encouraged to propose a timeframe that allows for full implementation of all modules earlier than October 1, 2013.

1.2 Definitions

The following definitions are used in the RFP:

- **Client or Town** means the Town of Jupiter, FL
- **Plante & Moran, PLLC:** The Town's consultant and co-project manager for the project.
- **Vendor or Proposer** means a firm, company or organization submitting a proposal in response to this RFP.
- **Utility Billing Services & Enterprise Asset Management System Selection, the system, or software** means the software solution that the successful Vendor responding to this RFP will be responsible for providing.

1.3 Town Background

Jupiter, Florida is located in the northeast corner of Palm Beach County, between Miami and Orlando. A coastal community that celebrates its history, heritage, and community, Jupiter's quality of life is achieved by balancing its "small-town feel" with intelligent economic growth. Jupiter's beautiful beaches, abundant natural areas, active waterfront, friendly neighborhoods, and A-rated public schools offer a unique quality of life for families, professionals, and businesses. It is home to the Cardinals' and Marlins' Spring Training at Roger Dean Stadium, the Jupiter Riverwalk, and offers many cultural and recreational opportunities.

Jupiter's vision is about celebrating its history, heritage, and character while balancing small-town community values with intelligent growth. This vision sets the stage for the objectives within the Town's strategic plan, which in turn drive the types of programs and services offered by the Town's government organization.

1.4 Current Application Environment

*Legend for Current Applications		
Legend Code		Description
R	Replacement	The Town is intending on replacing this application with the selected solution.
C	Consider	The Town is considering replacing this application with the selected solution, based on the strength of the finalist Vendor offering and cost/benefit of the replacement module
M	Maintain	The Town is intending on retaining the application, not replacing it thru this effort
I	Interface	The Town is intending on keeping the application and interfacing/integrating it with the selected solution.
TBD	To Be Determined	The Town is currently in the purchasing process for this application.

#	Current Application	Application Notes/Description	Departmental Owner	Likely Future?*	Expected Module
1	Caere OCR Reader	OCR for check processing	Utilities	I	Integration with cash receipting
2	Builder Reports	Report Writer	Information Technology	R	Report Writer
3	BMI	bar code reader (fixed assets & inventory)	Utilities & Public Works	I	Integration with Utility Billing, Asset Management and Work Orders.
4	Tracer Plus	RFID reader	IS	R	Tyler/MUNIS RFID reader
5	ESRI version 10.1	arcGIS suite of products	Utilities & Public Works	I	Integration with Utility Billing, Work Orders, Asset Management & Request for Service
6	MUNIS - Accounts Payable	Accounts Payable	Finance	I	Integration with Utility Billing refunds
7	MUNIS - Accounts Receivable	General Billing / AR	Finance	I	Integration with 3rd party billing for UB (service orders) & Work Orders
8	MUNIS - Fixed Assets	Manage Town asset tracking	Finance	I	Integration with Utility Billing, Work Orders & Asset Management
9	HTE – Building Permits	Building Permits	Building	TBD	TBD - currently in purchasing cycle
10	HTE – Business License	Business Registration and Licensing	Building	TBD	TBD - currently in purchasing cycle
11	HTE - Cash Receipting	Cash Receipting	Finance	R	Cash Receipting
12	HTE – Code Enforcement	Code Compliance	Police	TBD	TBD - currently in purchasing cycle
13	MUNIS – Budgeting	Budgeting	Finance	M	N/A

14	MUNIS - General Ledger	General Ledger	Finance	I	Integration with Cash Receipting, Utility Billing, Asset Management & Work Orders
15	MUNIS - Payroll	Payroll	Finance	I	Integration with the work orders module
16	HTE – Planning and Engineering	Planning, Zoning, and Engineering	Planning and Zoning	TBD	TBD - currently in purchasing cycle
17	MUNIS - Purchasing	Requisitions & Purchasing	Finance	M	N/A
18	MUNIS - Inventory	Inventory	Finance	I	Integration with asset management, fleet & equipment, facilities, work orders & utility billing modules
19	HTE - CIS/Utility Billing	Utility Billing	Utilities	R	Utility Billing
20	Selectron	IVR System	Utilities and Building	C	Considering replacing with an IVR system that selected vendor already integrates with
21	OnBase	Document Management	Clerk	I	Integrate one of the document management systems (to be determined) with all of the modules
22	Tyler Content Manager	Document Management	Clerk	I	
23	Hydro Designs, Inc.	Backflow Management System	Utilities	I	integrate with work orders & utility billing modules
24	RecTrac	Recreation Management - Class, League and Facility Rentals Scheduling	Parks and Recreation	I	integrate with cash receipting
25	RemitPlus	3rd party check imaging (check 21)	Utilities	I	Integration with cash receipting
26	Vue Works	Work orders, asset management, facilities & request for service	Public Works	R	Work Orders, Request for Service, Asset Management, Facility Management
27	DPSI	Fleet & Equipment	Public Works	R	Fleet, equipment, work orders & request for service
28	FuelTrak	Fuel Management system	Public Works	I	Integrate with fleet
29	Antero by Allmax	Asset management system	Utilities	R	Asset management

1.5 Current Technical Environment

The Town has established technology standards and would prefer to adhere to them as part of the implementation of this project. The tables below provide Vendors with a current summary of the Town's network and computing environments, and standards.

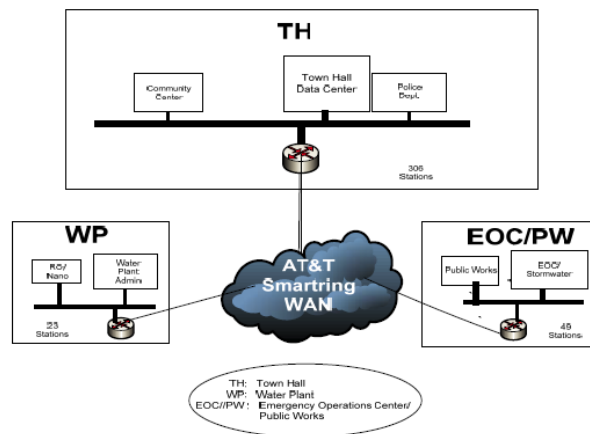
As part of the proposal process Vendors will be required to submit significant technical detail about the proposed solution detailed in section 3.9 of this RFP. In preparing responses, Vendors must remain diligent in referencing this table to assure that responses clearly identify:

- Areas of known or potential conflict between the Vendors proposed solution and the Town's defined environments
- Recommendations of how best to implement and operate the proposed solution within the Town's defined environments

1.5.1 Summary of Network and Computing Environment

Network Infrastructure Configuration (WAN & Internet)

- There are three campuses, located within approximately a six-mile radius, connected via AT&T SmartRing (50 Mbps leased fiber) services as shown at the right:
- The town hall data center supports the following remote campuses: emergency operations center/public works (EOC/PW) and water plant.
- The (primary) town hall campus (TH) encompasses the data center, general municipal offices, an adjoining Police Department, and a separate community center. Voice (VOIP) and data services are centrally located on this campus and extended to the remote offices.
- The community center, located within 300 meters of the main town hall building, contains the AT&T SmartRing wide area network (WAN) equipment, which connects the town hall campus to the other two campuses. The equipment room on the 2nd floor of the community center contains the layer 3 switch equipment connecting the town hall local area network (LAN) to the AT&T SmartRing WAN. The room is equipped with air conditioning and backup generator power.
- Multi-mode fiber interconnects the community center to the core data network in the



data center at town hall.

- Three Wireless networks, Townhall campus, Free WiFi to the Public, WiFi – Public Safety.
- The EOC/PPW campus consists of two (2) buildings, the emergency operations center and the public works facility. Multi-mode fiber and 100-pair copper tie cable interconnect the buildings. The two facilities house multiple departments that serve various functions for the Town, including, the emergency operations center (EOC), storm water field office (SFO), public works (PW), and parks and recreation (PR) field operations.
- The Town has identified the EOC as its alternate site for emergency coordination
- The network room/demarc at the EOC facility contains the remote VOIP telephone equipment, WAN Smarttring equipment and layer 2 & 3 data switches. The room is equipped with air conditioning, UPS, and generator power. The public works facility interconnects to the voice and data network equipment and Smarttring WAN at the EOC facility via multi-mode fiber.
- The water plant (WP) campus consists of multiple buildings interconnected by multi-mode fiber. The WP administration building houses the remote VOIP telephone equipment, SmartRing node equipment, and layer 3 Cisco data switch.
- The wide area network (WAN) consists of AT&T Smarttring Services that link town hall to the EOC/PPW and WP campuses. The AT&T Smarttring network, provisioned for 50 mbps, is a multi-point data transport built on self-healing fiber routes that will carry VOIP voice and data traffic. The objective for installing this service was to improve bandwidth and fault tolerance for voice and data between town hall and the two remote campuses. In the future, the Town may utilize the fiber network provided by Palm Beach County to interconnect all three campuses.
- There is a 50Mbps point-to-point fiber link between town hall and EOC/PPW campus and another 50Mbps point-to-point link from town hall to the water plant campus. The Cisco ONS15454 SONET multiservice provisioning platform is the hardware platform for each node on the SmartRing. Each node directly connects to a Cisco Catalyst 3750 switch that provides routing and vlan support used to reach the LAN, server farm and Avaya Voice over IP PBX in the data center at town hall. Voice and data traffic to the remote facilities is segmented by vlans. The primary data network protocol used is TCP/IP.
- The SmartRing node for the town hall campus is located in the community center and serves as the hub for the WAN point-to-point links. It directly connects to a Cisco Catalyst 3750 switch in the community center, which then connects, via multi-mode fiber, to the core data switch (Cisco Catalyst 6509) in the town hall data center.

Loc	Department	Address	Connectivity to Data Ctr.	Est. Servers	ISP	Est. Users
1	Town Hall: Administration Finance Information Systems Building Utilities Admin Planning & Zoning Engineering Town Clerk Human Resources	210 Military Trail, Jupiter, FL 33458	Fiber Connect – 1 GB Desktop PCs with VOIP Telephone connect at 100 Mbps	60	Palm Beach County Fiber	210
2	Police Department	210 Military Trail, Jupiter, FL 33458	Fiber Connect – 1 GB Desktop PCs with VOIP Telephone connect at 100 Mbps	3	Palm Beach County Fiber	125
3	Community Center: Community Services Recreation Services Utilities Admin	210 Military Trail, Jupiter, FL 33458	Fiber Connect – 1 GB Desktop PCs with VOIP Telephone connect at 100 Mbps	2	Palm Beach County Fiber	25
4	Water Plant		Smart Ring – 50 MB to CC Desktop PCs with VOIP Telephone connect at 100 Mbps	Separate Scada System	Palm Beach County Fiber	25
5	EOC/PW: Storm water Public Works GIS		Smart Ring – 50 MB to CC Desktop PCs with VOIP Telephone connect at 100 Mbps	2	Palm Beach County Fiber	15

Data Center

- The data center, located on the 2nd floor of the town hall building, provides voice/data services to all remote facilities via the WAN. Each remote facility has between twenty (20) and Fifty (50) PC/telephone stations. The number of IP telephone stations increases significantly at the EOC facility during emergency activation.
- The community center, located on the town hall campus, is the alternate site for continuity of operations following a catastrophic emergency, such as a major hurricane. This facility is built to withstand category 4 hurricane force winds and in the event the town hall building is severely damaged, the community center will be utilized for the purpose of coordinating and delivering services to residents. An emergency generator for air conditioning and power supports the equipment room

containing the ATT Smartring node WAN/LAN equipment.

Data Network

- The Town's Ethernet local area network (LAN) is comprised of a Cisco Catalyst 6509 data switch, serving as the core (Layer 3) switch for the enterprise network, and multiple Cisco Catalyst edge switches for user node access to network services and devices.
- The Cisco Catalyst 6509, located in the data center at town hall, is configured with 10/100/1000 TX ports that connect over fifty (50) Windows platform servers, two Linux platform servers, two (2) IBM AS/400s, the Avaya telephone system (for VOIP) and various network devices including WAN routers and SAN devices. The Catalyst 6509 is configured with redundant power supplies, redundant supervisor modules, and dual fiber gigabit uplink blades.
- Gigabit fiber uplinks provide connectivity to edge data switches including Cisco Catalyst 3750/3560 switches. The dual gigabit uplinks, either LX or SX, on the Cisco Catalyst switches are configured with EtherChannel for redundancy and load balancing to the core.
- The community center and police department buildings on the town hall campus connect to the core via (multimode) fiber and gigabit uplinks. There is also existing single mode fiber between the community center 2nd floor network room and the town hall data center. The Town has standardized on Avaya Systimax GigaSpeed category 6 UTP network cabling to the desktop.
- The existing Cisco Catalyst switches have 10/100/100 POE (power over ethernet) ports. The Catalyst 3560 POE and 3750 POE switches support the IEEE 802.3af specification for in-line IP telephone equipment. Desktop PCs with VOIP telephone connect at 100 Mbps.

Logical Network

The Town's server farm is located in the data center at town hall. Microsoft Windows servers and active directory provide the application, file/print and directory services. Windows Server 2008 provides domain infrastructure services (TFTP, DNS, DHCP, AD authentication). Enterprise and departmental applications currently run on Windows Server 2003/2008. Terminal services run on Windows 2008 Server. VMWare ESX Hosts run Windows and Linux servers, and an EMC Fiber SAN and a Dell iScsi SAN add additional file and database storage. The primary network protocol used is TCP/IP.

Server & Operating System Standard

- If virtualization is not supported, the Town has adopted the following server hardware specifications for standard applications:
 - Dell PowerEdge Servers
 - Redundant Power Supplies
 - Dual Quad-core Processors
 - Minimum 4-8 GB RAM
 - RAID 5 or RAID 5/1 Combo
 - Dual Network Interface Cards 100/1000
 - Rack-mount with Dell Rails
 - Dell Support (3 yrs. 24/x 7/4-hour onsite)
 - Sufficient hard disk data storage capacity for five years
 - Windows Server 2008 (64-bit preferred)
- The Town's strategic direction is to adopt new releases/versions of Windows Server (including Microsoft Exchange Server and Microsoft SQL Server) and new technologies in general whenever they have been proven reliable. VMWare is the platform adopted for server and desktop virtualization with Pano logic thin clients for desktops. Server consolidation, thin client/desktop PC virtualization is a strategy the Town is implementing for achieving efficiencies, disaster recovery and cost-savings.
- The Town has standardized on Microsoft SQL Server 2005 Standard Edition and has begun migrating to Microsoft SQL Server 2008 Standard Edition as application updates are available. The Town's strategic direction is to adopt new releases/versions of SQL Server as required or appropriate. Currently, data storage is near capacity for the Town's SQL Server running multiple instances. Microsoft SQL Server is the Town's preferred database system.

Storage & Backup Environment

The Town currently uses Symantec Backup Exec version 2010 R2 for Windows, with Exchange, SQL, and library expansion modules. Full, encrypted backups are run once a week on all servers; and differential backups are performed 5 days a week. A single Windows 2008 standard media server controls two Scalar 24 LTO3 units with two drives each. A Windows 2008 standard media server with disk-to-disk backup. The standard backup window runs from 5 PM until 7 AM on weekdays and all day on Saturday and Sunday.

DRP/BCP Environment

Critical servers, backup devices, and Virtual Desktop, hosted by multiple VMware ESX and vSphere servers, are housed in rugged mobile racks in the town hall data center. Disaster recovery and business continuity plans are in effect to quickly relocate this equipment to a higher rated structure at the community center as needed. Infrastructure is in place at the CC to host the mobile racks and other equipment needed for continuing operations.

Workstation Standard

- The information systems department supports a wide variety of industry-standard office automation and productivity tools. Desktop and laptop hardware are standardized on primarily Dell products and the supported operating systems is Windows XP. New PCs are being deployed with Windows 7 Enterprise. Thin clients connecting to virtual desktops using VMWare are replacing older PCs as required. It is expected the Town will adopt the newer version of Microsoft's operating system, when appropriate.
- The standard new desktop PC is based on the following specifications:
 - Dell Optiplex
 - 4 -8 GB RAM
 - 250 GB Hard Disk
 - DVD Writer
 - Integrated sound
 - Dual Video
- The majority of current workstations do not meet the above specifications. The replacement cycle is every 5-6 years.
- The information systems department supports the Microsoft Office XP Suite. An upgrade to Office 2010 is expected in this year.
- The Town is standardized on Microsoft Exchange Server 2003 platform as its enterprise e-mail tool. An upgrade to Microsoft Exchange Server 2010 is planned for the current fiscal year. Currently, town staff uses the Outlook 2010 client for email and calendaring.

Web Browser Standard

The Town has also standardized on Internet Explorer version 8 with SilverLight. There are also multiple instances of Firefox 3.5 and higher in use in the Town and expanded use of Firefox is expected in the future.

Current ERP Systems

- Currently implementing Tyler Technologies, MUNIS (financials) Solution (Includes the following modules General Ledger, Budgeting, Project Accounting, Accounts Payable, Purchasing, Inventory, Accounts Receivable, Asset Management, Cash Receipts, Human Resources, Payroll, Vendor Management, and Document Management.
- SunGard Public Sector Solution (Includes the following modules Customer Information Systems, Building Permits, Business Licenses, Code Enforcement, Planning & Engineering, and Land/Parcel Management.
- VUEWorks GIS and Asset Management (Work Orders).
- LiveTime (IT Service Requests System).

Staffing

The Information Systems Department is currently staffed by 12 people: 1 I.S. Director, 1 Assistant I.S. Director, 1 Network Administrator, 2 Network Specialists, 1 Senior Business Systems Analyst (Planning & Business Analysis), 1 Business Systems Analysts (Planning & Business Analysis), 1 Service Desk Supervisor, 3 Service Desk Specialists, 1 Administrative Specialist.

1.5.2 Town Technical Standards

Technical Standards	
Backup solution	Symantec Backup Exec v. 2010 R2
Business application environment	• SunGard Public Sector /System i5 w/WebLogic Web Server • Tyler Technologies MUNIS SaaS
Desktop hardware	Dell and Pano Logic Thin Client
Desktop operating system	Windows 7 Enterprise and Windows XP
Email system	Microsoft Exchange Server 2003 / Microsoft Exchange Server 2010
Firewall	CISCO ASA 5520
Geographic information system (GIS)	ESRI ArcGIS product line
Imaging/content management system	Hyland Onbase and Tyler Content Manager
Interactive voice response system	Selectron - VoicePermits/VoiceUtility
Internet browser	Internet Explorer version 8 and Firefox 3.5
Network operating system	MS Windows Server 2003 / 2008 & MS Windows XP / Windows 7
Proxy server	ISA – PD Only/Hosted Websense

Relational databases	Microsoft SQL Server 2005 Standard Edition/Microsoft SQL Server 2008 Standard Edition
Remote access	VPN/RDP/VMWare Infrastructure Client /Configuration Manager Console/FTP
Report writer	Computer Associates - Builder
Server hardware	Dell PowerEdge Servers
Server operating system	Windows Server 2008 (64-bit preferred)
Server virtualization	VMWare v3.5 and v4.1
User authentication	Active Directory 2008 R2
Virus scanning software	Blink Pro (Clients) and Blink Server
Web server software	IIS 6/Apache

1.6 Other Planned Technology Initiatives

	Project Description	Timing
1	Desktop virtualization throughout the Town	ongoing
2	Upgrade to Windows 7 and MS 2010	ongoing
3	e-Plan Review & Community Development Software RFP released in Spring of 2012. Implementation following	current
5	Phased Implementation of a new help desk system (LiveTime), it will still interface with the SpiceWorks application.	current
6	Implementing Civic Plus Web Hosting & Agenda Setting	2012
7	implementing Tyler/MUNIS financials	Live July 1, 2012
8	Implementing Payroll/HR Software	Live Oct 2012
9	Upgrade AT/T SmartRing to Fiber	2013

1.7 Expected Scope of System Solution

The Town is requiring that responding vendors propose a complete solution, including software, hardware specifications, project management, and other technology services for the entire scope of the project that may or may not include components owned by the vendor.

An outline of the required software system solution has been provided as follows:

Application Software

Asset Management	Fleet & Equipment	Work Orders
Cash Receipting	Request for Service	Any other necessary software components to support the proposed application software solution
Facilities Management	Utility Billing (includes Service Orders & Meter Inventory)	Others not requested but proposed by responding Vendors

Required Services

Project Management	Data Conversion	Software Modifications
Software installation	Report Development	Implementation and Training Services
Hardware design / installation consulting	Integration and Interface Development	Knowledge Transfer to Staff
System Documentation Development	Disaster Recovery	Ongoing Support and Maintenance Services

Optional Services

It is important to note that the Town is strongly considering a Vendor-hosted solution. It is optional, but not mandatory, for Vendors to provide information on a Vendor-hosted solution as part of their RFP response. If a Vendor does propose a Vendor-hosted solution, any differences from a Town-hosted solution must be clearly delineated in the appropriate sections of the RFP response.

Additional details and descriptions related to the specifics of the expected scope can be found in Section 3 – Proposal Response Format.

1.8 Summary of Key Transaction Volumes

A summary of key transaction and operating volumes and standards is included below. These volumes and standards reflect actual & estimated amounts for the current environment.

Town of Jupiter's Operating Volumes/Standards	Current
Organization	
Town population	55,156
Utility service area population currently served	80,000
Form of government	Council-Manager
Area of Town (sq. miles)	23.1 sq. miles
Utilities service area (sq. miles)	58 sq. miles
Dwelling units	25,000 est.
Town budget (general fund)	\$39m FY2012
Town budget (all funds)	\$79m FY2012
Number of network users (total current)	350
Number of municipal system users (anticipated future)	450
Number of concurrent system users (current)	100
User Information	
Number of users:	
Cash Receipting	20-25
Utility Billing	16-20
Work Orders	40
Fleet & Equipment	25
Facility Management	12
Asset Management	16
Cash Receipting	
Receipting model (centralized or decentralized):	Centralized
Number of cash registers / POS terminals:	4
Fleet & Equipment	
Number of vehicles manage	263
Number of other fleet equipment items managed	82
FTE focused on servicing fleet & equipment	4
Number of annual fleet / equipment additions	2-10
Facility Management	
Number of Town buildings managed	40
Number of facility equipment managed	105+

Utility Billing	
Major services billed	Water: Residential & Commercial (approximately 28,000 accounts) which includes irrigation, multifamily, fire lines & temporary hydrant meters. Stormwater: for Town of Jupiter properties only Garbage: for Town of Jupiter residents only - Bill & collect for Waste Management Recycling: for Town of Jupiter residents only - Bill & collect for Waste Management Yard Waste: for Town of Jupiter residents only - Bill & collect for Waste Management Utility Tax/Surcharge: percentage charged on particular services based on location. One Time Miscellaneous charges: (i.e. disposal fees, nsf charges, turn on/off, etc.)
Read Method: moving toward converting all to master meter & radio read	Sensus AMR: 7,223 Master Meter AMR: 13,718 Master Meter Manual: 6,835
Number of Utility Accounts:	27,776
Frequency of Billing:	Multiple cycles daily
Number of Billing Cycles:	47
Number of Annual Bills:	336,000
Number of Annual Late Notices:	25,000
Number of Annual Shut/Cut Offs:	5,000

1.9 Overall Evaluation Process

Responses to this RFP will be evaluated by a committee consisting of various process owners within the Town. The Town's intent is to acquire the solution that provides the best value to the Town and meets or exceeds both the functional and technical requirements identified in this RFP.

The Town will be using the following process to reach a finalist Vendor decision:

1. **Minimum Criteria:** As part of the Vendor's RFP response, the following minimal criteria must be met for a proposal to be considered for further evaluation. Failure to meet all of these criteria will automatically disqualify the Vendor's response from further consideration:
 - **RFP Response**
RFP response is submitted by the due date and time to the Town.
 - **Response Authorization**
The RFP response is signed by an authorized company officer.
 - **Response Completeness**
Vendor compiled the proposal with all instructions in the RFP and provided a response to all items requested with sufficient detail that provides for the proposal to be properly evaluated. The result of any deficiencies in this regard will be determined by the Town to be either a defect that the director will waive or that the proposal can be sufficiently modified to meet the requirements of the RFP.
 - **PCI Compliance**
Where applicable, the Vendor shall certify in its proposal that it meets payment card industry (PCI) data security standards (DSS), and if recommended for award, shall illustrate compliance.
 - **Red Flag Compliance**
Components of the system solution should not violate red flag rules.
 - **Prior HTE Conversions**
The Vendor shall have completed at least one project that required the conversion of utility billing and cash receipt data from an HTE system.
 - **Complete Solution**
The Town is requiring that responding vendors propose a complete solution, including software, hardware specifications, project management, and other technology services for the entire scope of the project that may or may not include components owned by the vendor.

2. **Round 2 Evaluation:** For those Vendors whose proposals pass the minimal criteria, the following categories of criteria will be used to further evaluate the proposals in the following order of preference from high to low:

Functional requirements	350
Cost including both initial and on-going	250
Implementation requirements	150
Technical requirements	150
General Vendor to include number and size of comparable municipal installations, financial stability, completeness of response, and quality of proposal response	100
Total	1000

3. **Round 3 Evaluation:** The top Vendors in the second round evaluation will then proceed to an additional level of due diligence that may include the following activities:

- Follow-up questions and answers with the Vendors.
- On-site Vendor demonstrations to include module/functionality demonstrations, technical demonstrations, service presentation, and other due diligence.
- Reference checking with comparable entities using the Vendor's product.
- Potential site visits to comparable entities using the Vendor's product.

At any point in time during the third round of evaluation, a Vendor may be excluded from further consideration. At the conclusion of the round three activities, the finalist Vendors will be judged on all information collected to date against the following criteria in order of preference:

Functionality	500
Service and support	200
Investment and costs	300
Ability to deliver "out of the box" functionality	200
Technical requirements	200
Other value added	200
Vendor Viability	200
Total	1800

The Town will then enter into contract negotiations with the Vendor whose overall solution best meets the needs of the Town over the long-term.

2 Vendor Proposal Guidelines

2.1 Intent

It is the intent of the Town of Jupiter, FL ("the Town"), through this request for proposal contained herein, to establish to the greatest possible extent complete clarity regarding the requirements of both parties to the agreement resulting from this request for proposal.

Before submitting a proposal, the Vendor shall be thoroughly familiarized with this document and any addenda issued before the proposal submission date. Such addenda shall form a part of the RFP and shall be made a part of the contract. It shall be the Vendor's responsibility to ascertain that the proposal includes all addenda issued prior to the proposal submission date.

The terms of the RFP and the selected Vendor's proposal and any additional documentation (e.g. questions and answers) provided by the Vendor during the solicitation process will be integrated into the final contract for services entered into between the Town and the selected Vendor.

It shall be the Vendor's responsibility to ascertain that the proposal includes all addenda issued prior to the proposal submission date. Addenda will be posted on the Demand Star along with the RFP.

The Vendor shall determine by personal examination and by such other means as may be preferred, the conditions and requirements under which the agreement must be performed.

2.2 Proposal Submission

Proposals must conform to the requirements set forth in the RFP. Proposals not conforming to these guidelines may be rejected as non-responsive.

Sealed Proposals must be received and time stamped by the Office of the Town Clerk, either by mail or hand delivery, no later than **2:00 p.m. ET on, August 31, 2012**. A public opening will take place on the same date and time in the Office of the Town Clerk. Any Proposals received after 2:00 p.m. local time on said date will not be accepted under any circumstances. Any uncertainty regarding the time a Proposal is received will be resolved against the Vendor.

The Vendor's proposal must be submitted to:

Town Clerk's Office
Town Hall
210 Military Trail
Jupiter, FL 33458

The Vendor must submit **one (1)** signed, completed, original and **seven (7) copies**, and **one (1) electronic copy** of the Vendor's technical proposal, as well as **one (1) original and seven (7) copies**, and **one (1) electronic copy** of the Vendor's cost proposal. The first page of the original proposals should be marked "Original" and the first page of the copies should be marked "Copy." The electronic proposals should also include the following files:

RFP UBS-2012-01 - Specifications.xlsx
RFP UBS-2012-01 - Pricing Forms.xlsx
RFP UBS-2012-01 - Vendor Forms.docx

Vendors must also send **one** complete hard and electronic copy (including the files specified above) of the Technical and Cost completed proposals to:

Plante & Moran, PLLC
Attention: Kim Szlachetka
27400 Northwestern Highway
PO Box 307
Southfield, MI 48037-0307
Phone 248-223-3548
Kim.Szlachetka@plantemoran.com

Proposals received after the deadline will not be accepted.

The responsibility for submitting a Proposal to the Office of the Town Clerk on or before the stated date and time is solely and strictly the responsibility of the Vendor. The Town is not responsible for delays caused by any mail, package or courier service, including the U.S. Mail, or caused by any other occurrence. Any Proposal received after the time and date specified will be returned to the Vendor unopened.

The Town reserves the right to reject any or all Proposals, to waive any informalities or irregularities and technicalities not involving price, time, or changes in the work, in any Proposal received, to re-advertise for Proposals, or take any other such actions that may be deemed to be in the best interests of the Town.

2.3 DemandStar

The Town of Jupiter is using DemandStar to assist with distribution and communication of the RFP and related addendum.

Copies of this Solicitation package will be available on July 20, 2012 and may be examined and purchased at www.demandstar.com. The RFP package can be downloaded for \$5.00 from DemandStar by calling 1-800-711-1712 and signing up for a free agency subscription for the Town of Jupiter. Hard copies of the RFP package may also be purchased from DemandStar by calling 1-800-711-1712 or visiting www.demandstar.com. Payment for the Solicitation package is non-refundable.

Proposers who obtain copies of this Solicitation from sources other than DemandStar or the Town's Purchasing Division risk the potential of not receiving addenda, since their names will not be included on the list of firms participating in the process for this particular Solicitation. Such Proposers are solely responsible for those risks.

2.4 Preparation of Proposals

Proposals shall be prepared in accordance with the proposal response format, section 3. Proposals not complying with this format may be considered non-responsive and may be removed from consideration on this basis.

2.5 Requirements for Signing Proposal

1. Each proposer, by making a proposal, represents that this document has been read and is fully understood.
2. The proposal must be signed in ink by an individual authorized to legally bind the person, partnership, company, or corporation submitting the proposal.
3. All manual signatures must have the name typed directly under the line of the signature.
4. The above requirements apply to all RFP addenda.

2.6 Lobbying/Cone of Silence

Respondents are advised – **once the Town of Jupiter releases/publishes** a Request for Proposal, Request for Qualification bid or any other competitive solicitation the respondent or anyone representing the respondent are prohibited from communicating with any Town Council members, Town Staff and any Member of a Town Selection Committee.

Exception – The only exception to this communication: the bidder may communicate in writing to the contact person listed in the bidding documents.

The Cone of Silence shall terminate at the time the Town Council or Town Department authorized to act on behalf of the Council, awards or approves a contract, rejects all responses, or otherwise takes action which ends the solicitation process.

Note: The Town of Jupiter is under the Palm Beach County Lobbying Registration Ordinance Effective April 2, 2012. Violators of the Cone of Silence are punishable by a fine of \$250 per violation.

2.7 RFP Clarifications and Questions

To ensure fair consideration for all Proposers, the Town prohibits communication to or with any department, officer or employee during the submission process, except as provided below. If the Proposer should be in doubt as to the meaning of any of the Proposal documents, or is of the opinion that the plans and/or specifications contain errors, contradictions or reflect omissions, Proposers shall email or fax a written request for interpretations or clarification directed to:

Jennifer Williams
jenniferw@jupiter.fl.us
Phone: (561) 741-2363
Fax: (561) 741-2539

Any interpretation will be made only by an addendum. Failure on the part of the prospective proposal responder to receive a written interpretation before the submission deadline will not be grounds for withdrawal of proposal. Vendor will acknowledge receipt of each addendum issued by stating so in his/her proposal. No oral explanation or instruction of any kind or nature whatsoever given before the award of a contract to a Vendor shall be binding.

Interpretations or clarifications deemed necessary by the Town in response to such questions will be posted to DemandStar. The issuance of a written addendum by the Town shall be the only official method whereby such an interpretation or clarification will be made.

Inquiries regarding the proposal will be accepted up to and including **August 9, 2012 at 2:00 PM ET**.

2.8 Non-Mandatory Vendor Pre-Bid Meeting

A non-mandatory Vendor pre-bid meeting will be held on **August 7, 2012** from 10:00 AM until 12:00 PM ET at:

Council Chamber
Town Hall
210 Military Trail
Jupiter, FL 33458

Teleconferencing will be available. **866-782-5689** passcode: **8869333**

If you are unable to attend, please see section 2.7 RFP clarifications and questions

2.9 Consideration of Proposals

In cases where an item requested is identified by a manufacturer's name, trade name, catalog number, or reference, it is understood that Vendor proposes to furnish the item so identified and does not propose to furnish an "equal" unless the proposed "equal" is pre-approved by the Town.

References to any of the above are intended to be descriptive but not restrictive and only indicate articles that will be satisfactory. Proposals on "equal" will be considered, provided that the Vendor states in his proposal exactly what he proposes to furnish, including sample, illustration, or other descriptive matter which will clearly indicate that character of the article covered by such proposal. The designated Town representative hereby reserves the right to approve as an "equal", or to reject as not being an "equal", any article proposed which contains major or minor variations from specifications requirements but which may comply substantially therewith.

2.10 Basis for Award, Evaluation Criteria and Questions

The qualification of proposal responders on this project will be considered in making the award. The Town is not obligated to accept any proposal if deemed not in the best interest of the Town to do so. The Town shall make award to the qualified proposal responder based on fees submitted and responses to this RFP.

Failure to include in the proposal all information outlined herein may be cause for rejection of the proposal.

The Town reserves the right to accept or reject any and all proposals, in whole or in part, that are deemed to be in the best interest of the Town at its sole discretion.

The Town reserves the right to waive any informalities or irregularities in proposals.

The Town reserves the right to negotiate separately the terms and conditions or all or any part of the proposals as deemed to be in the Town's best interest at its sole discretion.

Information and/or factors gathered during interviews, negotiations and any reference checks, and any other information or factors deemed relevant by the Town, shall be utilized in the final award. The final award of a contract is subject to approval by the Town Council.

2.11 Award of Contract

If the Contract is to be awarded, it will be awarded to the most responsible and responsive Proposer after evaluation by the Town and whom the Town determines will be in the best interests of the Town and not necessarily to the lowest Proposer. The successful Proposer shall be required to sign a Town Contract; the refusal or failure of a successful Proposer to execute a Town Contract, which contains the mandatory material terms and conditions contained in the RFP, shall be grounds for deeming the Proposer and/or the Proposer's Proposal non-responsive. Proposer-generated or created contracts will not be accepted or signed by the Town.

If applicable, the Proposer to whom award is made shall execute a written Town Contract prior to award by the Town Council. If the Proposer to whom the first award is made fails to enter into a Town Contract as herein provided, the Contract may be let to the next lowest Proposer who is responsible and responsive in the opinion of the Town.

2.12 Qualifications of Proposers

No Proposal will be accepted from, nor will any contract be awarded to any person who is in arrears to the Town, upon any debt or contract, or who is a defaulter, as surety or otherwise, upon any obligation to Town, or who is deemed irresponsible or unreliable by the Town.

As part of the Proposal evaluation process, Town may conduct a background investigation including a record check by the Jupiter Police Department. Proposer's submission of a Proposal constitutes acknowledgment of the process and consent to such investigation. Town shall be the sole judge in determining Proposer's qualifications.

2.13 Examination of Proposal Documents

Before submitting a Proposal, each Proposer must: examine the Proposal Documents thoroughly; consider federal, state and local laws, ordinances, rules and regulations that may in any manner affect cost, progress, performance, or provision of the commodities and/or services; study and carefully correlate Proposer's observations with the Proposal Documents, and notify the Town's Agent of all conflicts, errors and discrepancies in the Proposal Documents.

The submission of a Proposal will constitute an incontrovertible representation by Proposer, that Proposer has complied with every requirement of this RFP, that without exception, the Proposal is premised upon performing the services and/or furnishing the commodities and materials and such means, methods, techniques, sequences or procedures as may be indicated in or required by the Proposal Documents, and that the Proposal Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions of performance and furnishing of the goods and/or services.

2.14 Specifications

The apparent silence of the Specifications as to any detail, or the apparent omission from the Specifications of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail and that only material and workmanship of the finest quality are to be used. All interpretations of the Specifications shall be made on the basis of this statement.

For the purpose of evaluation, the Proposer must indicate any variance or exceptions to the stated Specifications no matter how slight. Deviations should be explained in detail. Absence of variations and/or corrections will be interpreted to mean that the Proposal meets all the Specifications in every respect.

2.15 Public Records Law

In accordance with Chapter 119 of the Florida Statutes (Public Records Law) and except as may be provided by other applicable state and federal law, all Proposers should be aware that the Request for Proposals and the responses thereto are in the public domain. However, the Proposers are requested to identify specifically any information contained in their Proposals which they consider confidential and/or proprietary and which they believe to be exempt from disclosure, citing specifically the applicable exempting law.

2.16 Proposals

The Proposal must be signed by one duly authorized to do so and in cases where the Proposal is signed by a deputy or subordinate, the principal's proper written authority to such deputy or subordinate must accompany the Proposal.

Proposals by corporations must be executed in the corporate name by the President or other corporate officers accompanied by evidence of authority to sign. The corporate address and state of incorporation must be shown below the signature.

Proposals by partnerships must be executed in the partnership name and signed by a general partner whose title must appear under the signature and the official address of the partnership must be shown below the signature.

2.17 Modification and Withdrawal of Proposals

Proposals must be modified or withdrawn by an appropriate document duly executed in the manner that a Proposal must be executed and delivered to the place where Proposals are to be submitted at any time prior to the deadline for submitting Proposals. A request for withdrawal or a modification must be in writing and signed by person duly authorized to do so and, in a case where signed by a deputy or subordinate, the principal's proper written authority to such deputy or subordinate must accompany the request for withdrawal or modification. Withdrawal of a Proposal will not prejudice the rights of a Proposer to submit a new Proposal prior to the Proposal date and time. After expiration of the period for receiving Proposals, no Proposal may be withdrawn or modified.

If, within twenty-four (24) hours after Proposals are opened, any Proposer files a duly signed written notice with Town and within five (5) calendar days thereafter demonstrates to the reasonable

satisfaction of Town by clear and convincing evidence that there was a material and substantial mistake in the preparation of its Proposal, or that the mistake is clearly evident on the face of the Proposal but the intended correct Proposal is not similarly evident, then Proposer may withdraw its Proposal.

2.18 Rejection of Proposals

To the extent permitted by applicable state and federal laws and regulations, Town reserves the right to reject any and all Proposals, to waive any and all informalities, irregularities and technicalities not involving price, time or changes in the commodities and/or services, and the right to disregard all nonconforming, non-responsive, unbalanced or conditional Proposals. Proposals will be considered irregular and may be rejected if they show serious omissions, alterations in form, additions not called for, conditions or unauthorized alterations or irregularities of any kind.

Town reserves the right to reject the Proposal of any Proposer if Town believes that it would not be in the best interest of Town to make an award to that Proposer, whether because the Proposal is not responsive or the Proposer is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by Town.

More than one Proposal received for the same work from an individual, firm, partnership, corporation or association under the same or different names will not be considered. Reasonable grounds for believing that any Proposer is interested in more than one Proposal for the same work will cause the rejection of such Proposals in which the Proposer is interested. If there are reasonable grounds for believing that collusion exists among the Proposers, the Proposals of participants in such collusion will not be considered.

The foregoing reasons for rejection of Proposals are not intended to be exhaustive.

2.19 Proposals to Remain Open

All Proposals shall remain open for 180 calendar days after the day of the Proposal opening, but Town may, at its sole discretion, release any Proposal prior to that date.

Extensions of time when Proposals shall remain open beyond the 180 day period may be made only by mutual written agreement between the Town and the successful Proposer.

2.20 Open End Contract

No guarantee is expressed or implied as to the total quantity of commodities/services to be purchased under any open end Contract. Estimated quantities will be used for Proposal comparison purposes only. The TOWN reserves the right to issue purchase orders as and when required, or, issues a blanket purchase order for individual agencies and release partial quantities or any combination of the proceeding.

ORDERING: The TOWN reserves the right to purchase commodities/services specified herein through Contracts established by other governmental agencies or through separate procurement actions due to unique or special needs. If an urgent delivery is required within a shorter period than the delivery time specified in the Contract, and if the seller is unable to comply therewith, the TOWN

reserves the right to obtain such delivery from others without penalty or prejudice to the TOWN or to the Proposer.

2.21 Audit Rights

The TOWN reserves the right to audit the records of the successful Proposer for the commodities and/or services provided under the Contract at any time during the performance and term of the Contract and for a period of three (3) years after completion and acceptance by the TOWN. If required by the TOWN, the successful Proposer agrees to submit to an audit by an independent certified public accountant selected by the TOWN. The successful Proposer shall allow the TOWN to inspect, examine and review the records of the successful Proposer in relation to this contract at any and all times during normal business hours during the term of the Contract.

2.22 Conflict of Interest

The award hereunder is subject to the provisions of Chapter 112, Florida Statutes. Proposers must disclose with their Proposal the name of any officer, director, partner, proprietor, associate or agent who is also a public officer or employee of the TOWN or any of its agencies. Further, all Proposers must disclose the name of any public officer or employee of the TOWN who owns, directly or indirectly, an interest of five percent (5%) or more in the Proposer's firm or any of its branches or affiliate companies.

2.23 Non-Collusion Affidavit

Each Proposer shall complete the **Non-Collusion Affidavit** (in **section 6.5** of this RFP) and include it with the Proposal. Failure of the Proposer to submit these documents may be cause for rejection of the Proposal.

2.24 Advice of Omission or Misstatement

In the event it is evident to a Vendor responding to this RFP that the Town has omitted or misstated a material requirement to this RFP and/or the services required by this RFP, the responding Vendor shall advise the contact identified in the *RFP Clarifications and Questions* section above of such omission or misstatement.

2.25 Confidential Information

Information contained in the Vendor's proposal that is company confidential must be clearly identified in the proposal itself. The Town will be free to use all information in the Vendor's proposal for the Town's purposes. Vendor proposals shall remain confidential until the Town's Selection Team makes its recommendation to Town Council. The Vendor understands that any material supplied to the Town may be subject to public disclosure under the Freedom of Information Act.

2.26 Confidentiality Statement

Any information, including materials, drawings, designs, documentation, and other property or data, disclosed to the proposal responder shall not be used, reproduced, appropriated, or otherwise disseminated to anyone other than the Town.

2.27 Tax Exempt Status

The Town is tax exempt. The successful Vendor shall pay all applicable sales, consumer use and other similar taxes required by law.

2.28 Reserved Rights

The Town reserves the right to waive any irregularities; accept the whole, part of, or reject any or all proposals; and to select the firm which, in the sole opinion of the Town, best meets the Town's needs. The Town also reserves the right to negotiate with potential Vendors so that the Town's best interests are served.

2.29 Advertising

Vendor shall not advertise or publish the fact that the Town has placed this order without prior written consent from the Town, except as may be necessary to comply with a proper request for information from an authorized representative of a governmental unit or agency.

2.30 Trademarks

The Town warrants that all trademarks the Town requests the Vendor to affix to articles purchased are those owned by the Town and it is understood that the Vendor shall not acquire or claim any rights, title, or interest therein, or use any of such trademarks on any articles produced for itself or anyone other than the Town.

2.31 Right to Request Additional Information

The Town reserves the right to request any additional information that might be deemed necessary during the evaluation process.

2.32 Right of Refusal

The Town reserves the right to refuse any or all proposals in their entirety, or to select certain equipment or software products from various Vendor proposals, based on the best interests of the Town.

2.33 Proposal Preparation Costs

The Vendor is responsible for any and all costs incurred by the Vendor or his/her subcontractors in responding to this request for proposal.

2.34 System Design Costs

The successful Vendor shall be responsible for all design, information gathering, and required programming to achieve a successful implementation. This cost must be included in the base proposal.

2.35 Pricing Eligibility Period

All Vendor proposals are required to be offered for a term not less than **180 calendar days** in duration. A proposal may not be modified, withdrawn or cancelled by Vendor during the 180 day time period following the time and date designated for the receipt of proposals. It is the Town's intent to procure that software solution that meets that long term criteria of the Town. The Town, during the course of the selection process may decide to purchase a subset of the Vendor's proposal components with the initial contract. The Town requires that Vendors agree for a period of three (3) years from the date of the Vendor's proposal to honor software and services pricing established within the Vendor's proposal response for Vendor proposed components which are not included in the Town's initial purchase. The price of the proposed components can only be increased by the Vendor during such time period by an amount equal to the annual CPI-W adjustment for the southern region or 3%, whichever is less.

2.36 Additional Charges

No additional charges, other than those listed on the price breakdown sheets, shall be made. Prices quoted will include verification/coordination of order, all costs for shipping, delivery to all sites, unpacking, setup, installation, operation, testing, cleanup, training and Vendor travel charges.

2.37 Turnkey Solution

All prices quoted must include all hardware equipment software and services necessary to make the system specified **fully operational** for the intent, function, and purposes stated herein. The Town reserves the right to purchase hardware separately.

2.38 Purchase Quantities

The Town reserves the right to purchase any quantities of hardware or software items bid without altering the unit purchase price upon award and throughout the contract period.

2.39 Rights to Pertinent Materials

All responses, inquires, and correspondence relating to this RFP and all reports, charts, displays, schedules, exhibits and other documentation produced by the Vendors that are submitted as part of the proposal shall become the property of the Town upon receipt, a part of a public record upon opening, and will not be returned.

The Town reserves the right to accept any proposal, to reject any or all proposals, to waive any irregularities in the proposal process and to accept any proposal in the best interest of the Town.

2.40 Insurance Requirements

The Town will require the finalist Vendor to retain insurance coverage in amounts and kinds to be negotiated with the finalist.

3 Proposal Response Format

3.1 Introduction

To facilitate the analysis of responses to this RFP, the Vendor is required to prepare their proposals in accordance with the instructions outlined in this section. **Vendors must respond in full to all RFP sections and follow the RFP format (section numbering, etc.) in their response. Failure to follow these instructions may result in rejection.**

For each question asked in the RFP, the proposer shall provide in their response, the question asked and their answer using the section numbering of the RFP.

Proposals shall be prepared to satisfy the requirements of the RFP. *EMPHASIS SHOULD BE CONCENTRATED ON ACCURACY, COMPLETENESS, AND CLARITY OF CONTENT.* All parts, pages, figures, and tables should be numbered and labeled clearly. The proposal should be organized as follows:

Section	Title
1	Executive Summary
2	Company Background
3	Proposed Solution
4	Implementation Plan
5	Staffing Plan
6	Ongoing Support Services
7	Response to Software Requirements
8	Response to Technical Requirements
9	Vendor Questionnaire
10	Client References
11	License and Maintenance Agreements
12	Exceptions and Deviations
13	Other Required Forms and Attachments
14	Addenda (if applicable)
Separate sealed document	Cost Proposal with Proposal Signature Form

Instructions relative to each part of the response to this RFP are defined in the remainder of this section.

This document has been provided electronically to assist in the preparation of the Vendor proposal.

Costs for the Vendor's proposed solution should be submitted on the proposal pricing forms provided in the included Microsoft Excel pricing spreadsheet. Costs should include the complete costs for the solution including travel and operating costs. Use additional pages as needed.

3.2 Executive Summary (Section 1)

This part of the response to the RFP should be limited to a brief narrative not to exceed two (2) pages describing the proposed solution. The summary should contain as little technical jargon as possible and should be oriented toward non-technical personnel. The executive summary should not include cost quotations.

3.3 Company Background (Section 2)

In addition to providing responses to the following items, the Vendor must complete the **Company Background Form** in **section 6.11** of this RFP.

Vendors must provide information about their company so that the Town can evaluate the Vendor's stability and ability to support the commitments set forth in response to the RFP. Information that Vendors should provide in this section are as follows:

1. The company's background including a brief description (e.g., past history, present status, future plans, company size, etc.) and organization charts.
2. Audited financial information for the past TWO (2) completed fiscal years that includes income statements, balance sheets, and statement of cash flows.
3. Privately-held companies wishing to maintain confidential financial information must provide information detailing the company's long-term stability. Please provide a current Dunn & Bradstreet report (D&B) as part of the Vendor proposal response.
4. If the Vendor is proposing to use a subcontractor on this project, please provide background information on the subcontractor, Vendor relationship with that firm and the specific services and/or products that the subcontractor will be providing on the project. A complete list of subcontractors is required. The Town has the right to approve all sub-contractors of the Vendor at any time.

3.4 Proposed Solution (Section 3)

As the Town is contemplating a Town-hosted versus Vendor-hosted solution, aspects of the proposed solution to be provided should be clearly delineated where they vary between these two approaches in the sections below.

3.4.1 Application Software (Section 3.1)

The Vendor is required to provide a general description of the application program product and how it will meet requirements of this RFP. This section must address, at a minimum, the following items:

1. Describe your overall proposed technology solution.
2. Describe the product direction for the company, including time frames.
3. Describe unique aspects of the Vendor's solution in the marketplace.
4. Describe components of the solution that are industry standards versus being proprietary to the Vendor.
5. Describe your portal strategy.
6. For third party products proposed that are integrated with the Vendor's solution provide the following for each product:
 - a. Reason that this product is a third-party product versus being part of the software Vendor's solution,

- b. Extent to which this third-party product is integrated with the Vendor's solution.

3.5 Implementation Plan (Section 4)

The Vendor is to provide an implementation plan in narrative format supported by an activity-level project plan using Microsoft Project 2007 that details how the proposed solution is to be implemented. This implementation plan should include the following elements:

1. General Implementation Approach
2. Project Management Approach
3. Software & Hardware Installation Coordination
4. Data Conversion Plan
5. Report Development
6. Integrations and Interfaces
7. Training
8. Testing
9. System Documentation and Manuals
10. Disaster Recovery Plan
11. Knowledge Transfer

The Vendor should not be constrained to only include the above items in the Vendor's proposal response if the Vendor feels that additional elements may add value to the overall implementation. The Town requests that the Vendor provide their work plan in a Microsoft Project format as part of the proposal response.

It is expected that the Vendor will lead the efforts in each of the implementation areas described below unless stated otherwise. Further details on what is to be provided as part of the Vendors proposed implementation plan are included in the following subsections.

As the Town is contemplating a Town-hosted versus Vendor-hosted solution, aspects of the proposed solution to be provided should be clearly delineated where they vary between these two approaches in the sections below.

3.5.1 General Implementation Approach (Section 4.1)

Provide a general overview of the implementation approach you plan to use for the Town that includes addressing the following items:

1. Describe how you transition from the sales cycle to the implementation phase of the project.
2. Describe key differentiators of the approach as it relates to implementing a solution on time, within budget and with the ability to meet the needs of a diverse client like the Town.
3. Describe how you conclude on a preferred implementation phasing of software modules.
4. Describe your approach towards running parallel systems for a period of time.

Any unique tools, techniques or methods that you use should be described in this section.

3.5.2 Project Management Approach (Section 4.2)

The Town expects the Vendor to provide project management resources leading to the successful deployment of the system. This project manager will work as a team member with the Town's project management office ("PMO"). It is expected that this project manager will be "on the ground" as appropriate to team with the Town PMO. This project manager can be an employee of the Vendor or a partner of the Vendor. In either case, the costs for the project manager should be clearly denoted in the pricing section of this RFP.

As part of any significant engagement, the Town employs a project management approach that is based on the Project Management Institute's project management body of knowledge (PMBOK). The Town would expect responding Vendors to adhere to such standards as part of the project.

Provide an overall description of the Vendor project management approach towards this type of engagement and projected timing for major phases.

Provide a high-level work plan for achieving the successful deployment of your proposed system.

3.5.3 Hardware, Software and Storage Design and Installation Consulting (Section 4.3)

The Town usually installs the required hardware and communications equipment for applications. We are open to other proposals to accomplish a successful deployment. The Vendor is expected to specify, furnish, deliver, install and support all application and system software that may include pre-installing or equipment staging. What do you propose for the most effective deployment of hardware, communications and related equipment?

Additionally, the Town expects the selected Vendor to conduct a test of the system backup and recovery solution prior to go-live.

3.5.4 Data Conversion Plan (Section 4.4)

It is anticipated that data conversion will occur when migrating to the new application. The Vendor is expected to assist the Town in the conversion of both electronic and manual data to the new system. It is expected that the Town will be responsible for data extraction from current systems and data scrubbing and data pre-processing and that the Vendor will be responsible for overall data conversion coordination, definition of file layouts, and data import and validation into the new system. Please provide pricing for data conversions in the associated Microsoft Excel pricing spreadsheet.

1. Describe your general approach towards data conversion and how you would work with the Town to conclude on what should be converted.
2. Please describe your organization's recommended approach toward retention of legacy data.

3.5.5 Report Development (Section 4.5)

For specific reporting requirements, it is anticipated that the Vendor will take the lead on developing any reports required as part of the initial deployment of the system. The Vendor is expected to provide specialized knowledge and information to the Town staff during the development of needed reports, via technical training on the tools used for report development, database schema and architecture, etc.

Provide information on your reporting approach including:

1. Description of various methods of reporting including Business Intelligence,
2. Methods for the Town to identify, specify, and develop required custom Town reports during the implementation.

3.5.6 Integrations and Interfaces (Section 4.6)

It is expected that information generally would need to be entered only once into the system. Modules within the system should be integrated in real-time with each other such that batch processes are not required to transfer information from one area of the system to another unless that is the preference of the Town. Existing Town interfaces between core modules that may currently exist (e.g., AP posting to GL) or shadow systems that will likely be replaced are not included as they are assumed to be included in an integrated ERP System.

The following tables contain a listing of current and/or desired Town application interfaces and their likely need in a future integrated software environment.

#	Data Flow Description	Source Application	Target Application	Exists in Current Environment
1	Association of various electronic documents in OnBase to both reference and transactional data in all modules of the system	OnBase or Tyler Content Manager	All	Yes
2	Email Application	Microsoft Exchange	All	Yes
3	Email Application	All	Microsoft Exchange	Yes
4	Association of addresses, parcels and assets (multiple layers) of GIS	ESRI GIS	Utility Billing, Work Order, Asset Management & Request for Service	Yes
5	Association of addresses, parcels and assets (multiple layers) of GIS	Utility Billing, Work Order, Asset Management & Request for Service	ESRI	Yes
6	Export a Utility Billing file to CSG International (or any other 3 rd party) for printing utility bills	Utility Billing	CSG International	Yes
7	Upload/download of meter read information	Master Meter's Meter Reading Software	Utility Billing	Yes
8	Upload/download of meter read information	Sensus Meter Reading Software	Utility Billing	Yes

9	Customer Payment ACH file export / import with Wells Fargo Online Banking (for direct customer ACH payments).	Utility Billing	Wells Fargo Online Banking	Yes
10	Import payments from multiple lockbox locations into the Utility Billing's Cash Receipting	Lockbox	Utility Billing's Cash Receipt (apply payment to the UB customer record as well)	Yes
11	When a customer in Utility Billing should receive a refund, the transaction should automatically be imported into the Tyler/MUNIS Accounts payable system	Utility Billing	MUNIS Accounts Payable	Yes
12	Export the Payments information so it can be imported into the Tyler/MUNIS General Ledger application	Utility Billing	MUNIS General Ledger	Yes
13	Export all billing and adjustments information from the utility billing application so it can be imported into the Tyler/MUNIS General Ledger application.	Utility Billing	MUNIS General Ledger	Yes
14	From the utility billing system, when an account has high usage, is delinquent, will be shut off, etc. the IVR system will call the customer.	Utility Billing	Selectron	Yes
15	When a UB service orders needs to be billed to a third party, the information should automatically create a transaction into the Tyler/MUNIS General Billing application	Utility Billing	MUNIS General Billing	No
16	When a meter needs to be taken out of inventory & installed on an account, the Tyler/MUNIS Fixed Asset module should be updated with this information	Utility Billing	MUNIS Fixed Assets	No
17	When a service order in Utility Billing is using parts from inventory, the Tyler/MUNIS inventory system should be updated	Utility Billing	MUNIS Inventory	No
18	When a work order needs to be billed to a third party, the information should automatically create a transaction into the Tyler/MUNIS General Billing application	Work Order	MUNIS General Billing	No

19	When a work order is using parts from inventory, the Tyler/MUNIS inventory system should be updated	Work Order	MUNIS Inventory	No
20	When a work order has labor hours, these can be exported from the Work Order module and imported into the Tyler/MUNIS payroll/time entry system.	Work Order	MUNIS Payroll	No
21	Pull current hourly rates for employees from the Tyler/MUNIS payroll system to the work order system	Payroll	Work Order	Yes
22	When a work order has a project or grant assigned to it, the information can be exported from the work order module and imported into the Tyler/MUNIS Project and Grant module.	Work Order	MUNIS Project / Grant	No
23	Import the check image file into the cash receipting system and update the Utility Billing customer information and attach the image to the customer's record as well.	RemitPlus (Check 21)	Cash Receipting and Utility Billing	No
24	Export cash receipting general ledger account information to import to the Tyler/MUNIS GL	Cash Receipting	MUNIS General Ledger	Yes
25	Ability to establish and use validations from the G/L chart of accounts.	MUNIS General Ledger	Cash Receipting	Yes
26	Integrate electronic payment files from IVR Software	Selectron	Cash Receipting	Yes
27	Online Credit Card Payment Verification	Chase Paymentech	Cash Receipting	Yes
28	Event registration payments	Paypal	Cash Receipting	No
29	Export the cash receipting information for the Parking Tickets so it can be imported into the OSSI application	Cash Receipting	OSSI	No
30	Image capture for counter payments	Caere OCR Reader	Cash Receipting	Yes
31	When a request for a permit or inspection is made the information is updated in the Permit and/or Inspection software	Request for Service	Permits & Inspections	Yes
32	When a request for a site plan is made the information is updated in the Planning & Zoning software	Request for Service	Planning & Zoning	No

33	When a request for service is made, the ability to associate it with an enterprise assets to allow for tracking and administration of constituent service requests on GIS based assets	Request for Service	Asset Management	Yes
34	System integrates with financial Fixed Asset modules to associate enterprise asset to depreciation schedule, etc.	MUNIS Fixed Assets	Asset Management	Yes
35	Cash receipt deposit information can be exported from cash receipts to be imported to the Tyler/MUNIS Bank Reconciliation module	Cash Receipting	MUNIS Bank Reconciliation	Yes
36	System associates a vehicle in the Fleet module with an asset in the fixed assets module and handles multiple depreciation schedules.	Fleet & Equipment	MUNIS Fixed Assets	No
37	System interfaces with the system's Human Resources module to identify certifications, license, accident and incident information for equipment operators	Fleet & Equipment	MUNIS Human Resources	No
38	Billing function in the Fleet module interfaces with the General Ledger to accommodate the necessary inter-fund transfers	Fleet & Equipment	MUNIS GL	No
39	System integrates with MUNIS General Ledger for account validation, cost tracking and activity posting	Fleet & Equipment, Facilities, Asset Management, Work Orders	MUNIS GL	Yes
40	System provides integration to the Accounts Receivable system to pull the information (i.e. square footage, rent amount) from facilities.	Facilities	MUNIS Accounts Receivable	No
41	System provides integration with BMI bar code reader for asset management and work orders	BMI Bar Code Reader	Asset Management and Work Orders	No

1. Describe your approach towards interfacing and integration with other solutions including use of specific tools, methods and standards.
2. Describe data exchange standards (e.g. XML, Web Services, or EDI) supported or provided by your product.
3. As it pertains to the Town's current technical environment described previously, identify potential issues for integrating with specific technologies that are used within the Town.
4. If local customizations are made, do you provide any tools or assistance to easily incorporate customizations into new version/releases of your software?

3.5.7 Training (Section 4.7)

The Town intends to explore the advantages, disadvantages and costs of the following implementation training approaches:

1. ***Train the Trainer Approach:*** The vendor will incorporate a “train the trainer” approach where key Town team leads and subject matter experts will be trained through implementation on their modules and then they will train the remainder of the Town staff in their respective areas.
 - a. There would be approximately 4-5 Town subject matter experts (SME’s) for each module including one Module Lead. Certain modules which are deployed to various Town departments such as Purchasing or Work Order may have more. This training would be provided at a Town facility.
 - b. Training materials supplied by the vendor would be used by Town SME’s and Module Leads for training their staff.
 - c. Web conference or remote online tutorial sessions would be available to Town SME and Module Lead staff to participate in after initial training was completed in their module.
 - d. Technical Implementation Training will include training the Town IT staff (1) to support the new system.
2. ***End User Training Approach:*** All end-user and technical training will be performed on-site through implementation and be performed by the Vendor.
 - a. End user implementation training will be provided by the Vendor and include joint participation by the relevant Town process owner team lead supporting the process area in the new software system.
 - b. Technical Implementation training will include training for Town IT staff on the technologies required to support the new system.

The Vendor should provide an overall description of the training method, including the following:

- a. General timeframes in which the training will be conducted
- b. The Vendor must list the nature, level, and amount of training to be provided, in each of the following areas:
 - o Technical training (e.g., programming, operations, etc.)
 - o User training
 - o Other staff (e.g., executive level administrative staff)

3.5.8 Testing (Section 4.8)

The Vendor should describe their recommended approach to the following types of testing that are anticipated to be performed on the project and the type of assistance they anticipate providing to the Town related to such testing:

- a. System testing
- b. Integration testing
- c. Stress/performance testing
- d. User acceptance testing (UAT)

3.5.9 System Documentation and Manuals (Section 4.9)

The Vendor is expected to provide user manuals and online help for use by the Town as part of the initial training and on-going operational support. Additionally, the Vendor is expected to provide technical documentation.

1. Describe what documentation (user guide, technical guide, training materials, etc.) is available on the system proposed and any related costs.
2. Describe what types of documentation you anticipate developing during the course of the project.

3.5.10 Disaster Recovery Plan (Section 4.10)

Please describe the services you provide around disaster recovery, if any, as part of your proposed solution.

3.5.11 Knowledge Transfer (Section 4.11)

The Vendor should describe their process for ensuring that a transfer of knowledge occurs back to Town staff such that staff is capable of supporting and maintaining the application in the most proficient manner once the Vendor implementation engagement is complete.

3.6 Staffing Plan (Section 5)

The vendor must detail the type and amount of implementation support to be provided (e.g., number of personnel, level of personnel, time commitment, etc.). Include resumes for all personnel that will be assigned to the project detailing their years of experience for each of the applications they are proposing as well as in the field. If the vendor is using a Subcontractor, please include information on subcontracting staff being used and their specific role on the project.

Please provide an overall project organizational structure for Town staff involvement during the project. Identify the roles and responsibilities of each component of this structure. This includes an appropriate governance structure in which to manage the project

3.7 Ongoing Support Services (Section 6)

In addition to providing responses to the following items, the Vendor must complete the **Ongoing Support Services Form** in **section 6.14** of this RFP, and include it in this section of the response.

1. Please specify the nature and conditions of any post-implementation support options including:
 - a. Post-go live support that is included in the proposal response
 - b. Onsite support (e.g. system tuning, application configuration, interface issues, report development, network optimization, user training and tips to optimize the user experience)
 - c. Telephone support,
 - d. Help Desk services (If there is a service level agreement for your help desk, please provide a copy with your RFP response.)
 - e. Toll-free support line
 - f. Users group (i.e. - information about it, where it is held and when. If no, are you planning one?

- g. Online knowledgebase (i.e. – how it is accessed, who updates it, etc.)
- 2. Describe your maintenance programs and options with associated pricing.
- 3. Describe and provide pricing for any “software as a service” (SaaS) model that you offer (where there is no up-front license fee, but instead a monthly charge which may include maintenance).

3.8 Response to Software Requirements (Section 7)

Responses to the requirements referenced in Section 4 of this RFP must be provided in this section of the Vendor's response. Use the Microsoft Excel specification spreadsheet provided and attach added explanation pages as necessary. Please include any costs associated with modifications in the Microsoft Excel pricing spreadsheet.

3.9 Response to Technical Requirements (Section 8)

3.9.1 Technical Infrastructure

The Vendor shall provide the information described in this section. The information will be used in the evaluation process. Vendors should identify where conflicts may exist between their solution and current technologies being used in the Town as described in section 1.5. In addition to providing responses to the following items, the Vendor must complete the **Technical Requirements Form** in **section 6.12** of this RFP, and include it in this section of the response.

As the Town is contemplating a Town-hosted versus Vendor-hosted solution, aspects of the proposed solution to be provided should be clearly delineated where they vary between these two approaches in the sections below.

1. Hardware and Storage Environment

- a. Describe the proposed computer hardware and storage environment to support the system. In the event that there are multiple computer systems available, list all options. Indicate which is the preferred hardware platform and why. List the conditions in which the preferred hardware platform would change. A hardware configuration, which takes into account the size of the Town, application modules, database size, and anticipated growth, must be provided.
- b. What system architecture do you propose? Describe the number and type of: application servers, database server(s), and development and test environments. Describe your proposal's technical architecture (preferably using a PowerPoint or Visio diagram). This should show components such as the database server, applications server, reporting server, test/training server, firewall(s), web server(s), web browser, minimum workstation requirements, remote access, wireless connectivity, network connectivity to LANs and WAN, etc. Describe any potential use of virtual server technologies (e.g. Microsoft Virtual Server, VMware) and application accelerators and note what Vendors you partner with or recommend and/or support.
- c. Please describe the physical and technical preferences for a user acceptance testing (UAT) environment.
- d. Describe your proposal's information architecture/model (preferably using a PowerPoint or Visio diagram). This should depict data models, taxonomy, data elements, coding structures, a process for standardizing on a particular coding structure, data definitions (employees, Vendors, invoices, etc.)

3.9.2 Vendor Hosted Option

Note: response to this section is optional. Vendors will not be penalized for lack of response to this section.

In addition to providing responses to the following items, the Vendor must complete the **Vendor Hosting Form** in **section 6.13** of this RFP, and include it in this section of the response.

3. Describe your **Vendor hosted option**, including: hosting, integration, help desk, licensing model (i.e., SaaS versus traditional software licensing), provisioning and desktop management capabilities, deployment model (dedicated servers, shared environment, etc.), impact to the Town's network and bandwidth, and any partners that may be involved in service delivery.
4. Describe your proposed **service level agreement**, including any tiered levels of service, response times, and standard metrics.
5. Describe your **support model**.
6. Describe your **data center and storage facilities**, including: locations, staffing, physical security, environmental controls (including redundant power), redundancy/load balancing capabilities, data backups/restores and disaster recovery capabilities.
7. Please describe your **firewall security** (technology, failover) and data encryption capabilities.
8. Describe your **logical security**, including: firewall security, authentication controls, and data encryption capabilities.
9. Describe your **change management**, upgrade, and patch management policies & practices.
10. Describe your **systems administration/management** capabilities including: monitoring of performance measures, intrusion detection, and error resolution.
11. Describe how you will help the Town move to a new operation at the **end of the contract** term or if the contract is terminated, including the process for notifying of termination.
12. Provide a copy of your most recent **SAS70 or SSAE 16 audit**.

3.10 Vendor Questionnaires (Section 9)

The vendor must respond to the Vendor Background Questionnaires in sections 6.

3.11 Client References (Section 10)

The Vendor must provide at least five references from clients that are similar in size and complexity to the Town. The format for completing the Vendor references is provided in **section 6.15** of this document. In addition, the Town requests a listing of all municipal clients. If possible, at least one of these references should be a Vendor-hosted solution.

3.12 License and Maintenance Agreements (Section 11)

Sample license and maintenance agreements must be provided in this part of the Vendor's response for all components of the recommended solution (i.e., hardware, software, operating system, database, etc.).

3.13 Exceptions and Deviations (Section 12)

If the Vendor finds it impossible or impractical to adhere to any portion of these specifications and all attachments, it shall be so stated in its proposal, with all deviations grouped together in a separate section entitled, "exceptions/deviations from proposal requirements." This section will be all-inclusive and will contain a definition statement of each and every objection or deviation with adherence to specific RFP sections. Objections or deviations expressed only in other parts of the proposal, either directly or by implication, will not be accepted as deviations, and the Vendor in submitting a proposal, will accept this stipulation without recourse.

3.14 Other Required Forms and Attachments (Section 13)

Please provide all other required forms in this section:

- a. Proposal Response Form
- b. Proposer Information
- c. Non-Collusion Affidavit
- d. Proposer's Certification Form
- e. Proposer's Qualification Statement Form
- f. Public Entity Crimes Form
- g. Proposer's Acknowledgement Form
- h. Minimum Criteria
- i. For Vendors who are proposing a hosted solution, please additionally supply a copy of your Independent Service Auditor's Opinion Letter from your most recent SAS70 audit.

3.15 Addenda (Section 14)

Include all original, signed copies of addenda in this section if applicable.

3.16 Separate Sealed Cost Proposal

One (1) original cost proposal, **seven (7) copies** of the cost proposal, and **one (1) electronic copy** of the cost proposal shall be submitted in a separate sealed envelope labeled "Cost Proposal", with the technical proposal. The electronic copy of the cost proposal response shall include the completed cost worksheets that have been provided in Microsoft Excel format.

The Proposal Signature Form should ONLY be included with the separate sealed cost proposal.

- The Town will not consider time and materials pricing. Vendors shall provide firm and fixed pricing based on the functionality described. For each item, indicate if the cost is one-time, annual, or other.
- The Vendor shall provide price information for each separate component of the proposed solution, as well as the costs of any modifications necessary to fully comply with the RFP specifications.
- In the event the product or service is provided at no additional cost, the item should be noted as "no charge" or words to that effect.
- In the event the product or service is not being included in the Vendor proposal, the item should be noted as "no bid".
- Vendors shall provide all pricing alternatives in these cost sheets.
- Vendor shall provide prices in U.S. dollars.
- Vendor shall make clear the rationale and basis of calculation for all fees.
- Vendors shall show separate subtotals for the required elements of the proposed solution, and for any layers of optional elements.

In presenting software license fees, the Vendor shall:

- Explain all factors that could affect licensing fees;
- Make clear what type of license is offered for each price (named user, concurrent user, installed copies, processor-based, etc.);
- Indicate which product versions, operating platform(s), and machine classes are included for each price;
- Indicate whether a product is for “server” or “client,” as applicable; and,
- Make clear the extent of any implementation services that are included in the license fees (installation, configuration, training, etc.)

To the extent possible, Vendors shall show any applicable discounts separately from the prices for products and services.

The Vendor is encouraged to present alternatives to itemized costs and discounts, such as bundled pricing, if such pricing would be advantageous to the Town.

The Town reserves the right to pursue direct purchase of all items and services proposed, as well as to obtain independent financing.

4 Functional Requirements

4.1 Introduction

The requirements defined in this section contain the overall general functions of the requested software solution. The primary objective of the Town in implementing a new system is to provide a more integrated information system environment that will eliminate the redundant entry of data, provide improved system capabilities, provide improved access to data, and streamline overall operations.

Identified in the attached Excel spreadsheet (version 2010) are a number of requirements that must be addressed by the vendor's proposal. These requirements are considered mandatory in implementing the complete solution as defined in Section 3. Together they define a system that will operate efficiently in the proposed computer environment while providing a high level of flexibility in meeting the Town's current and future data needs. Vendors must replace cells A1:G1 in the first module (General and Technical Requirements) with the vendor's **Company Name** which will be repeated and printed for each subsequent module.

The **Priority** column includes one of the following entries to indicate the importance of the specification/report to the Town:

"H" – High:	This would be a feature that the Town already has and uses in its current software or, alternatively, is available and/or tracked in a shadow system (i.e., spreadsheet, document, external database, etc.).
"M" – Medium:	This is a feature that the Town would like in the new system that is not currently being tracked or is not existing functionality.
"L" – Low:	This would be a feature that, while of interest, is not applicable at this time or something that could be a future deployment.

Each vendor should review the specifications and reports listed in each subsection and respond as to their availability within the vendor's software system. The responses should be entered under the **"Availability"** column of each form as follows:

Y	If functionality is provided out of the box through the completion of a task associated with a routine configurable area that includes, but is not limited to, user-defined fields, delivered or configurable workflows, alerts or notifications, standard import/export, table driven setups and standard reports with no changes. These configuration areas will not be affected by a future upgrade. The pricing of all modules that provide this functionality MUST be included in the cost proposal.
R	If functionality is provided through reports generated using proposed Reporting Tools.
T	If Functionality is provided by proposed third party functionality (i.e., third party is defined as a separate software vendor from the primary software vendor). The pricing of all third party products that provide this functionality MUST be included in the cost proposal.
M	If specification / report is available through modification to the software
F	If functionality is provided through a future release that is to be available within 1 year of the proposal response OR functionality that is available from the vendor out of the box but not included in the vendor's proposal.

N	If functionality is not provided
----------	----------------------------------

Use the **Cost** column for “M” or “F” responses to estimate the cost to be incurred by the Town to secure the specification/report. Use the **Comment** column to provide additional comments pertaining to your response for that item.

The **Required Product(s)** column is to be used to specify what product (e.g. product name / software module) is proposed. The cells D10:G10 in the form which currently read “*Replace this text with the primary product name(s) which satisfy requirements*” must be updated. This name will be automatically populated in the **Required Product(s)** column for each specification in the module. The automated values in this column must be updated for any exceptions where a different or additional product is required to satisfy the requirement.

5 Minimal Contract Terms & Conditions

The contract will be fully negotiated after a vendor is selected by the Town of Jupiter. Responses to the contract terms outlined in this section may be considered in the selection process and such terms shall be included in the final contract.

The following contract terms and conditions, substantially in the form contained herein, are expected to be agreed to by the Vendors as part of contract negotiations. Exceptions must be explicitly noted in the Vendor Proposals in the checklist forms provided. Lack of exceptions listed on the checklist shall be considered acceptance of all of the terms and conditions as presented in this RFP.

5.1 Definitions

1. "Agreement": The agreement between the TOWN and the selected VENDOR, superseding any other verbal or written agreements, will consist of several documents including this Agreement, the Request for Proposal, and the selected VENDOR's proposal.
2. "Business Day" shall mean every official working day of the week for the TOWN.
3. "Calendar Day" shall mean everyday shown on the calendar.
4. "Component" shall mean any hardware or software element, including wiring, workstations, software, and any other item or services acquired through this contract.
5. "Integrated": An integrated system is considered to be one where data are entered once and become available in other application modules within the Financial Management System without re-keying.
6. "Parties" shall mean the TOWN's Town Manager or designee(s) and the VENDOR's Owner, Partner, Officer, Representative, or Agent.
7. "System" shall mean the totality of the prescribed hardware configuration or software elements, including subsystems (e.g., Asset Management), servers, workstations, application and operating software, and any other element or services acquired through this Agreement.
8. "Services" shall mean the professional and technical work provided by the VENDOR to effect the implementation of hardware and software, and the provision of training and documentation for those elements.
9. "TOWN" shall mean the Town of Jupiter, Florida.
10. "VENDOR" shall mean any individual, partnership, corporation, or joint venture engaged by the TOWN to perform the services under this Agreement.

5.2 Term

The term of this Agreement shall commence on the Effective Date and shall continue until completion of the Warranty Period, unless terminated sooner in accordance with the provisions of Section 5.16 Termination, or unless extended by mutual agreement of the parties through a written amendment. The rights and obligations under this Agreement which reasonably should survive, or are expressly indicated to survive, do survive the term. The Proprietary Software License

Agreement and the Proprietary Software Maintenance Agreement shall not have a termination date. All software licenses will be perpetual, surviving bankruptcy, sale, merger, or dissolution of any of the entities providing software to the TOWN. Additional licenses fees will not be due because of the TOWN having to upgrade its system to satisfy processing requirements.

5.3 Effective Date

The effective date ("Effective Date") of this Agreement shall be on the date it is executed by the Mayor of the TOWN.

5.4 Time is of the Essence

The Parties agree that TIME IS OF THE ESSENCE in the performance of the Contract, and each and every obligation under this Contract. The VENDOR shall not proceed with any Work under this Contract, until a written Notice to Proceed is issued by the TOWN and received by the VENDOR. The Contract Term may be only changed by a written change order or written Contract amendment executed by both Parties following approval by a majority of the TOWN Council.

5.5 Modification of Agreement

This Agreement may only be modified by written Agreement executed and signed by the parties with the same formalities as the original Agreement.

5.6 Assignment

Neither Party shall assign or encumber any of its rights, or delegate or subcontract any of its duties as defined in the Agreement, in whole or in part, to other third parties unless the other party to the Agreement gives prior written consent.

5.7 Non-Performance Escalation Procedures

In the event that the TOWN determines that VENDOR is not performing in a manner consistent with this Agreement or in a manner consistent with commonly accepted business practices, then the TOWN shall have the right to any of the following remedies: (a) formally notify VENDOR of non-performance and provide a period to cure the non-performance, (b) withhold any and all payments until the non-performance is corrected, (c) require a VENDOR employee to be on-site at TOWN's location until the non-performance is resolved, (d) terminate the Agreement.

5.8 Scope of Agreement

TOWN agrees to license the Software and receive the services detailed in Attachment <__>. VENDOR agrees to provide same, subject to the terms and conditions stated in this Agreement and Attachment <__>. Payment for such services shall be per Attachment <__> Payment Terms. The TOWN, without prior and mutual written agreement, will incur no other service costs. The service costs in Attachment <__> are inclusive of project management services and include turn-key data conversion, chart of accounts design assistance, software configuration, integration with third-party systems per Attachment <__>, Training, Acceptance Testing, and initial account balancing. The

implementation of the System and provision of Services shall be per Attachment <__>. TOWN reserves the option to provide server and desktop hardware configured per Attachment <__> based on VENDOR's recommendation

1. The VENDOR shall provide all labor, supplies, transportation, materials, licenses, permits, and any other items necessary to perform and provide the services referenced in the ("Scope of Services" contained in the RFP which is hereby incorporated by reference.
2. The RFP, and all terms and conditions of the RFP (including all required insurance certificates, bonds, warranties, specifications, plans and drawings, instructions, general and special conditions, etc.) are hereby incorporated herein by reference and constitute part of this Agreement, if fully contained herein.
3. The VENDOR shall maintain fully staffed business hours equal to, but no less, than the TOWN's business hours of 8 a.m. to 5 p.m., Monday through Friday, with TOWN holidays excepted. The VENDOR acknowledges that access to a particular work location by the VENDOR may have to be arranged in advance by the TOWN, and that access to the work site may be provided during times that are not the normal business hours of the VENDOR.
4. All rights in data, drawings, specifications, sketches, maps, as-built drawings, designs, models, photographs, computer CADD discs, surveys, reports and other data developed or provided in connection with this Agreement, shall be the sole and exclusive property of the TOWN, and the TOWN shall have the full right to use such data for any official purpose permitted by law, including making it available to the public. Such use shall be without additional payment to or approval by the VENDOR. The TOWN shall have unrestricted authority to publish, disclose, distribute, and other wise use, in whole or in part, any data developed or prepared pursuant to this Agreement.
5. The VENDOR shall obtain and maintain throughout the Agreement all licenses as are required to do business in the State of Florida, the Town of Jupiter, and in Palm Beach County, Florida.
6. The VENDOR guarantees the payment of all just claims for materials, supplies, tools, or labor and other claims against the VENDOR and/or any subcontractor, in connection with the Agreement. The TOWN's final acceptance and payment shall not release the VENDOR's bonds until all claims are paid or released.
7. All documents, including, but not limited to, 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 Agreement, 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.
8. The TOWN has not performed a pre-audit of the VENDOR'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 financial and accounting

records, in accordance with generally accepted governmental auditing standards, within a period of three years after completion of this Agreement.

9. The VENDOR understands that all documents produced by VENDOR pursuant to this Agreement are public records and VENDOR must permit the inspection and copying of all public records and must maintain all public records pursuant to Chapter 119, 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.
10. The VENDOR shall not assign, delegate, or otherwise transfer its rights and obligations as set forth in this Agreement without the prior written consent of the TOWN. Any attempted assignment in violation of this provision shall be void.
11. This is not an Agreement of partnership or employment of VENDOR of any of VENDOR's employees by the TOWN. VENDOR is an independent contractor for all purposes under this Agreement.

5.9 Agreement Price and payment

1. Firm Prices

All prices for VENDOR's services hereunder are firm for the term of the Agreement. The TOWN shall pay VENDOR for satisfactory performance of the service specified in this Agreement, the sums in accordance with VENDOR's reply to TOWN's RFP, and any related addenda.

2. Payment Terms

Specific payment terms will be negotiated as part of the final agreement. It is expected that certain payments will be made upon delivery of the hardware and software with additional payments made based on specific project milestones. VENDOR shall submit to the TOWN for its review a pay request which shall be accompanied by such supporting documentation as required by the TOWN.

3. Florida Sales and Use Taxes

The VENDOR shall not be exempted from paying Florida Sales and Use taxes to the appropriate governmental agencies, or for payments to fulfill its contractual obligations with the TOWN. VENDOR shall also be responsible and liable for the payment of all of its FICA/Social Security and other taxes resulting from this Agreement.

4. Travel and Living Expenses

All travel expense costs must be included in the VENDOR's cost proposal and shall be based upon a "not to exceed" price. VENDOR agrees not to assess TOWN with any time associated with travel to TOWN's location. In the event ground transportation is necessary, an automobile will be rented of a small to mid-size variety. If air transportation is necessary, coach travel will be utilized, and all airline flights shall be booked in advance and the lowest possible fare obtainable. All training shall be scheduled minimally one month in advance with TOWN and therefore, allowing sufficient time for booking airlines. VENDOR shall provide the TOWN a detailed invoice, which outlines the individual, date, and related expenses. In the event of a dispute of the invoice, TOWN will notify VENDOR within fifteen (15) days of the receipt of such invoice and may ask for further clarification.

5. Term of Pricing

VENDOR shall hold pricing and maintenance fees for all VENDOR software modules not included in this Agreement (e.g. Asset Management, Utility Billing, Cash Receipting, etc.) at the prices quoted in VENDOR's Proposal dated Month xx, 2011 and may be purchased by TOWN for a period of up to 36 months after signing of this Agreement.

VENDOR will hold pricing on all professional services (e.g. training, consulting, data conversion, project management, etc.) as outlined in this Agreement for a period of 36 months after signing of this Agreement.

6. Additional Compensation for Delay

THE VENDOR SHALL NOT BE ENTITLED TO RECEIVE ANY ADDITIONAL COMPENSATION OR DAMAGES FOR DELAY IN THE PERFORMANCE OR THE COMPLETION OF THE AGREEMENT, REGARDLESS OF THE CAUSE OF THE DELAY. No claims for consequential or delay damages or any other claim other than a request for an extension of time, may be made or asserted by the VENDOR against the TOWN by reason of any delays. The TOWN shall not be liable to the VENDOR for any claims, costs, losses, or damages (including but not limited to all fees and charges of professionals and all court costs), sustained by the VENDOR.

7. Shipping of Equipment / Software

All shipping and insurance costs to and from the site shall be included in the VENDOR's proposal. All payments to shipping agents and for insurance fees shall be made directly by the VENDOR. The TOWN shall make no payments to any firm concerning the shipment, installation, and delivery of equipment / software which is not a part of this Agreement and for which exact payments are not described. VENDOR shall be responsible for all arrangements for the shipment and receipt of equipment / software to TOWN prepared site

5.10 Duties of Project Manager and Project Coordinator

1. Project Manager Assignment

Within five (5) calendar days after the issuance of a Notice to Proceed or a Purchase Order by the TOWN, the VENDOR shall provide the TOWN with the name and all relevant contact information (including both the business hours and after hours landline telephone, mobile telephone, and facsimile numbers) of a qualified, licensed professional who shall serve as the VENDOR's project manager ("Project Manager") for the entire Agreement term. The VENDOR's Project Manager must be authorized to act on behalf of the VENDOR and have the authority to competently direct, coordinate, and administer all aspects of the contractual services to be provided and performed for the TOWN under this Agreement.

Within five (5) calendar days after the TOWN's receipt of the contact information for the VENDOR'S Project Manager, the TOWN shall designate in writing a project coordinator ("Project Coordinator") to act as TOWN's representative with respect to the services to be rendered under this Agreement and shall have authority to transmit instructions, receive information, interpret and define TOWN's policies and decisions with respect to VENDOR's services for the Project.

Neither the VENDOR'S Project Manager nor the TOWN's Project Coordinator are authorized to issue any verbal or written orders or instructions to the other Party that would have the effect, or be interpreted to have the effect, of modifying or changing any of the following:

- A. The Scope of Services to be provided and performed by the VENDOR;
- B. The Agreement Completion Date, the Agreement Price, time the VENDOR is obligated to commence and complete all such services; or
- C. Alter any material term of this Agreement without the express written consent of the Parties, after approval of a written Change Order or Agreement amendment executed by both Parties.

2. Personnel Assignment Approval

TOWN shall have the right to approve all subcontractors, Account / Project Manager, and staff assigned to TOWN by VENDOR. In the event that an employee of the VENDOR is, in the opinion of the TOWN, uncooperative, inept, incompetent, or otherwise unacceptable, the VENDOR agrees to remove such person from the project.

3. Personnel

- A. Facility Access and Work Space. TOWN agrees to provide access to TOWN facilities during TOWN's normal business hours and otherwise as reasonably requested by VENDOR to render Services. Access to TOWN facilities may be escorted or unescorted, at TOWN's sole discretion, and any access granted shall be subject to TOWN's reasonable security policies and practices. If required, TOWN agrees to provide VENDOR Personnel reasonable working space and equipment, similar to that provided to Town personnel. TOWN shall have no responsibility for the loss, theft, mysterious disappearance of, or damage to equipment, tools, materials, supplies, and other personal property of VENDOR Personnel.
- B. VENDOR agrees to utilize only experienced, responsible, and competent personnel in its performance under this Agreement

4. Subcontractors

VENDORS may use subcontractors in connection with the work performed under this Agreement. When using subcontractors, however, the VENDOR must obtain written prior approval from the TOWN for activities or duties to take place at the TOWN site. In using subcontractors, the VENDOR agrees to be responsible for all of their acts and omissions to the same extent as if the subcontractors were employees of the VENDOR.

5.11 Inspections of Work and Acceptance By Town

1. Formal Verification

Per the implementation schedule in Attachment X (to be jointly developed and to be made part of this Agreement), TOWN and VENDOR shall schedule acceptance testing on a module-by-module basis. Any given module shall be deemed as formally accepted only after passing Formal Acceptance testing, or when used in live, non-paralleled operation for 90 consecutive days (TOWN may run modules in parallel with existing systems for up to 90 days). The testing will be based on

Documentation, and other conditions mutually agreed to by both parties, and acceptable hardware performance standards (see Additional Warranties clause). Should the test fail, TOWN shall give VENDOR notice of non-acceptance describing in reasonable detail the material failure. VENDOR shall be granted 30 days to cure non-acceptance condition(s) and another Acceptance Test shall then be scheduled. This procedure may be repeated should TOWN decide to do so. Note that all modifications, interfaces, report writer files, etc., programmed by VENDOR shall be subject to individual acceptance testing as described herein. Should VENDOR fail two tests, the TOWN reserves the right to schedule additional tests or to invoke the Non-Performance Escalation Procedures clause herein. The right to determine Formal Acceptance will be held by the TOWN's officially designated Project Coordinator.

2. Acceptance Testing

For purposes of acceptance of the System (or portions thereof), the parties intend to use the following staged acceptance procedure. All timeframes specified in the following procedures may be overridden by the Project Schedule.

- A. Written Deliverable: VENDOR may submit interim drafts (stamped, noted or otherwise clearly marked "Draft") of a written deliverable to TOWN for review. TOWN agrees to review and provide comments to VENDOR on each interim draft within ten Business Days after receiving it from VENDOR. TOWN will have the opportunity to review the written deliverable for an acceptance period of Ten (10) Business Days after delivery of the final version (stamped, noted or otherwise clearly marked "Final Draft" of the written deliverable (the "Acceptance Period"). TOWN agrees to notify VENDOR in writing by the end of the Acceptance Period either stating that the written deliverable is accepted in the form delivered by VENDOR or describing in reasonable detail any substantive deficiencies that must be corrected prior to acceptance of the written deliverable. If VENDOR does not receive any such deficiency notice from TOWN by the end of the Acceptance Period, the written deliverable will be deemed to be accepted and an approved document marked "Approved" and dated will be provided to TOWN. If TOWN delivers to VENDOR a timely notice of deficiencies and the items specified in the notice are deficiencies, VENDOR will promptly correct the described deficiencies and return to TOWN for Acceptance. TOWN will not unreasonably withhold, delay or condition its approval of a final written deliverable.

VENDOR is responsible for tracking status of each deliverable including but not limited to the date in which it was submitted to the TOWN and date returned.

- B. Software Deliverable: Acceptance testing is an iterative process designed to determine whether the Software Deliverable performs the functions described in its approved Specifications and to discover and remove Defects through repeated testing cycles. "Specification" means the Project Scope and Requirements found at Exhibit ~ A and any other written specifications delivered to the TOWN by the VENDOR during the course of the project or the Application Software Documentation. In the event of conflicts between Specifications and Application Software Documentation the Specifications will prevail.

VENDOR will work with the TOWN and make a good faith effort to develop a test plan with the requisite details, understanding the level of detail required may change depending on the complexity of the requested software deliverable and to test each software deliverable (the "Acceptance Tests" or "Acceptance Testing").

- 1) The "Acceptance Test Period" for each Software Deliverable will be ten (10) Business Days unless an alternate time is mutually agreed upon between VENDOR and TOWN. The Acceptance Test Period for each Software

Deliverable will start within ten (10) Business Days, unless an alternate start date is mutually agreed upon by VENDOR and TOWN, after the Software Deliverable is installed at TOWN's designated site and VENDOR has successfully completed VENDOR's installation test and notified TOWN that the Software deliverable is "Ready for Acceptance Testing." VENDOR will not be obligated to deliver a Software Deliverable to TOWN until TOWN demonstrates the readiness of the target technical platform and environment.

- 2) If TOWN determines during the Acceptance Test Period that the Software Deliverable contains a Defect, TOWN will promptly send VENDOR a written notice reporting the alleged Defect describing it to VENDOR in sufficient detail reasonably necessary for VENDOR to recreate it. VENDOR will modify the Software Deliverable to remove the reported Defect and will provide the modifications to TOWN for re-testing. TOWN will then re-test the modified portions of the Software Deliverable promptly after receiving the modifications from VENDOR. In such a case, VENDOR and TOWN will mutually agree upon an updated Acceptance Test Period.
 - 3) By the end of the Acceptance Testing Period TOWN will provide VENDOR with a final written list reporting any outstanding Defects (the "Punch List"). TOWN will have 10 Business Days after the receipt of the modifications to re-test the modified Software deliverable to confirm that the Defects that were reported on the Punch List have been removed. If any Defects that were reported on the Punch List have not been removed, TOWN will provide VENDOR with written notification by the end of the retesting period reporting any such Defects. In such event, the procedures set forth herein will be repeated for the remaining Defects on the Punch List.
 - 4) VENDOR and TOWN each agrees to work diligently to achieve acceptance of Software Deliverable at the earliest possible date.
- C. "User Acceptance Testing" shall mean testing of each Phase using the process defined under Section 11 above; provided, however, the Acceptance Test Period will be 30 calendar days unless otherwise mutually agreed.
- D. "Conditional Acceptance" will occur upon the earlier of correction of Defects reported as part of User Acceptance Testing of the Phase, or Go-Live of the Phase. There will be a Conditional Acceptance for each Phase; Conditional Acceptance after the final Phase constitutes Conditional Acceptance of the entire System. Unless the Project Schedule determines otherwise, the Acceptance Test Period for User Acceptance Testing will be 30 calendar days, VENDOR and TOWN will work diligently to put the Phase into Go Live operations.
- E. "Final Acceptance" involves use of the System in totality in production operations for a period of 60 calendar days. It will include use of the Phases and/or the System previously tested and conditionally accepted. If after 60 calendar days the System performs without Defects, the TOWN and the VENDOR will both issue and execute a "Final Acceptance" of the Phase. The 60-day time frame for Final Acceptance will stop if Defects are found during production use and prevent further production use of the System. The Final Acceptance process will resume on the date the Defect is confirmed as fixed and will continue for the remainder of the 60-day time frame. There will be a Final Acceptance for each Phase; Final Acceptance after the final Phase constitutes Final Acceptance of the entire System.

5.12 Risk of Loss

Delivery shall be made in accordance with the implementation schedule referenced as part of this Agreement. Minor variances from this implementation schedule may be permitted subject to mutual agreement by both parties and confirmed by prior written notice. The equipment shall be installed and placed into good working order by representatives of the VENDOR. The title to, and the risk of loss of any goods and equipment to be provided by the VENDOR to the TOWN shall pass to the TOWN F.O.B. Destination/Delivered, with the VENDOR to pay all of the costs of freight, shipping, or delivery, to the TOWN. Delivery of the goods to TOWN shall occur on a business day and shall not occur after 5 p.m. on the delivery day. The risk of loss remains with the VENDOR and will only shift to the TOWN after the TOWN has conducted a full inspection and accepted the Work of the Agreement and tendered final payment to the VENDOR.

In addition, VENDOR shall hold the TOWN and its elected and appointed officers, employees and agents harmless from any risk of loss or damage arising out of occurrences during the installation of the equipment/software.

5.13 Indemnification

The Parties agree that at least one percent (1%) of the Total Agreement Price shall constitute the specific consideration for the indemnification to be provided by the VENDOR to the TOWN as set forth herein. To the fullest extent of the law, the VENDOR shall defend, indemnify, save, and hold the TOWN, including the TOWN Council, and the TOWN's agents, elected and appointed officials, representatives, agents, and employees, harmless from any and all suits, actions, demands, damages, losses, liabilities, expenses, costs, and attorney's fees, of every kind and without limitation or description, to which the TOWN may be subjected to by reason of any negligent, intentional, reckless, careless acts or omissions, including but not limited to damages resulting in death, personal injury, or property damage, any patent or latent defect in any equipment, goods or services provided by the VENDOR in the performance of the Agreement (and/or the VENDOR's agents, employees, subcontractors, independent contractors, volunteers or other persons or entities providing any goods or services on behalf of the VENDOR) pursuant to this Agreement, or the violation of any federal, state, or local law or regulation by the VENDOR (and/or the VENDOR's agents, employees, subcontractors, independent contractors, volunteers or other persons or entities providing any goods or services on behalf of the VENDOR), and any consequential damages, directly or indirectly resulting from the acts and/or omissions of the VENDOR in the performance of the Agreement (and/or the VENDOR's agents, employees, subcontractors, independent contractors, volunteers or other persons or entities providing any goods or services on behalf of the VENDOR), and the failure of performance, or breach of this Agreement.

The VENDOR shall indemnify, defend, save and hold harmless the TOWN, its elected or appointed officers, agents, and employees, from all claims, damages, losses, liabilities and expenses, arising out of any actual, claimed, or alleged copyright, trademark, and/or patent right infringement or litigation based thereon, and/or the unauthorized or unlicensed use of any materials incorporated into the Work of the Agreement as well as any equipment, goods, and/or services (or any part thereof) provided by the VENDOR in the course of the performance of this Agreement. This obligation shall survive acceptance of the Work of the Agreement and final payment by the TOWN.

In any and all claims against the TOWN, or any of its elected or appointed officers, directors, employees, agents, consultants, or subcontractors by the VENDOR, any subcontractor, any

supplier, or any individual or entity directly or indirectly employed by any of them hired to perform any of the Work, or anyone for whose acts any of them may be liable, this indemnification obligation of the VENDOR shall not be limited in any way by the amount of insurance that is required to be provided by the VENDOR, or the type of damages, compensation, or benefits payable by or for the VENDOR, or any subcontractor, supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.

The VENDOR 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 at all levels). The TOWN reserves the right to select its own counsel to conduct any defense in any such proceedings, and all costs and fees associated therewith shall be the sole responsibility of the VENDOR under the indemnification agreements set forth herein. Nothing contained herein is intended, nor shall it be construed to waive TOWN's rights and immunities under the common law or Florida Statute, Section 768.28, as amended from time to time.

In the event that the TOWN is required to pay monies in defending such claims, resulting from the VENDOR being uncooperative or unsuccessful in representing the TOWN's interest, or in the event that the TOWN is ordered to pay damages as a result of a judgment arising out of an infringement of patents and/or copyrights, VENDOR agrees to fully reimburse the TOWN for all monies expended in connection with these matters. The TOWN retains the right to offset against any amounts owed VENDOR any such monies expended by the TOWN in defending itself against such claims.

Should a court order be issued against the TOWN restricting the TOWN's use of any product of a claim and should the VENDOR determine not to further appeal the claim issue, at the TOWN's sole option the VENDOR shall provide, at the VENDOR's sole expense, the following:

1. Purchase for the TOWN the rights to continue using the contested product(s), or
2. Provide substitute products to the TOWN which are, in the TOWN's sole opinion, of equal or greater quality, or
3. Refund all monies paid to the VENDOR for the product(s) subject to the court action. The VENDOR shall also pay to the TOWN all reasonable losses related to the product(s) and for all reasonable expenses related to the installation and conversion to the new product(s).

5.14 Insurance

The VENDOR shall maintain, or cause to be maintained the following specified insurance coverage's in the amounts set forth hereafter, during the full period of the Agreement:

1. WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE for all employees of VENDOR for statutory limits in compliance with the applicable state and federal laws. Notwithstanding the number of employees or any other statutory provisions to the contrary, coverage shall extend to all employees of VENDOR and all subcontractors.
2. COMPREHENSIVE GENERAL LIABILITY with the minimum limits of \$1,000,000.00, Per Occurrence, Combined Single Limit for Bodily Injury Liability, Property Damage Liability, Premises and Operations, Independent Contractors, Products and Completed Operations,

Broad Form Property / Personal Injury, XCU coverage, and a Contractual Liability Endorsement.

3. BUSINESS AUTO LIABILITY with minimum limits of \$1,000,000.00, Per Occurrence, Combined Single Limit for Bodily Injury and Property Damage Liability. This shall be an "any-auto" policy including Owned, Hired, Non-Owned, and Employee Non-Ownership Coverage.
4. PROFESSIONAL LIABILITY (malpractice and professional negligence) coverage with minimum limits of \$1,000,000.00 for all agents and employees of VENDOR.

The TOWN shall be included as an **Additional Named Insured** under the Comprehensive General Liability and Automobile Liability policies of the VENDOR. Current valid insurance policies meeting the requirements herein identified shall be maintained during the duration of the Agreement. There shall be a 30 day notification to the TOWN, in the event of cancellation or modification of any stipulated insurance policy. It shall be the responsibility of VENDOR to ensure that any and all subcontractors are adequately insured or covered under their own policies of insurance with the same coverage requirements as set forth herein.

All Certificates of Insurance shall be kept on file with the TOWN, and must be approved by the TOWN prior to the commencement of any Work under this Agreement. The VENDOR shall provide a complete certified copy of the insurance policy(s) at the award and execution of this Agreement. 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+ to A+.

All required insurance should preclude any underwriter's rights of recovery or subrogation against the TOWN 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. The clauses "Other Insurance Provisions" and "Insured Duties in the Event of an Occurrence, Claim or Suit" as they appear in any policy of insurance in which the TOWN is named as an additional named insured, shall not apply to TOWN.

The violation of the terms of this Paragraph and its sub-parts shall constitute a material breach of the Agreement by VENDOR, and notwithstanding the right to cure provisions contained herein, the TOWN, in its sole discretion, may immediately cancel the Agreement, and all rights, title and interest of VENDOR herein, shall thereupon cease and amicably terminate.

5.15 Warranties

VENDOR represents and warrants that it has the right to grant the licenses set forth under this Agreement. VENDOR further represents and warrants that it has good and marketable title to the Software and any Equipment sold hereunder free and clear from all liens, encumbrances, and claims of infringement of patent, copyright, trade secret or other proprietary rights of third parties. VENDOR further represents and warrants that neither the Software in the form delivered by VENDOR to TOWN, nor any modifications, enhancements, updates or upgrades thereto, nor the normal use thereof by TOWN, will infringe any patent, copyright, trademark, trade secret or other proprietary right of any third party.

In the event that any third party makes a claim or files a lawsuit challenging TOWN's right to use the Software or Equipment, VENDOR shall defend and indemnify TOWN and hold it harmless for any and all losses, liabilities, judgments, damages, awards and costs (including legal fees and expenses) arising out of said claim or lawsuit, and for any monies paid in settlement thereof. In resolving any such infringement claim, VENDOR shall, in its reasonable discretion, either procure a license to enable TOWN to continue to use the Software or develop or obtain a non-infringing substitute acceptable to TOWN at VENDOR's cost.

VENDOR represents and warrants that the Software and related products as described with this Agreement will perform in accordance with all Documentation, VENDOR marketing literature, and any other communications attached to or referenced in this Agreement.

VENDOR represents and warrants that the Software and related products, including all modifications contracted under the terms of this Agreement, will meet the requirements of TOWN as set forth in the Agreement Documents.

TOWN has: (i) presented detailed technical specifications of the particular purpose for which the System is intended, (ii) provided detailed descriptions and criteria of how the System can be defined to accomplish particular purpose, and (iii) defined the exact procedures and techniques to be employed in testing whether the System has achieved the defined performance of this particular purpose. Given this advanced preparation concerning, and documentation about, TOWN's particular purpose, VENDOR, at the time this Agreement is in force, has (1) reason and opportunity to know the particular purpose for which the System is required, and (2) that TOWN is relying on VENDOR's experience and knowledge of the System to identify those components which are most suitable and appropriate. Therefore, VENDOR warrants that the System and all products included in this Agreement are fit for the purposes for which they are intended.

VENDOR represents and warrants that all products provided under this Agreement are compatible with and certified for use and operation in TOWN's operating environment. Furthermore, VENDOR represents and warrants that such system is sufficient for TOWN's current and reasonably projected use, including account and transaction volumes.

The VENDOR warrants that all components provided under this Agreement, whether installed initially or under subsequent purchase orders, shall be: newly manufactured equipment or assembled from newly manufactured parts; approved by Underwriter's Laboratories; and, will be free from defects in workmanship or material for a period of 365 calendar days from the date of final system acceptance. During this warranty period, the VENDOR shall furnish all replacement new parts, shipping costs, repaired parts, service labor, travel costs, and other repair costs at no cost to the TOWN. At the conclusion of the warranty period, the TOWN may consider VENDOR support under a separate maintenance agreement.

1. Third Party Software Warranty

VENDOR warrants that all third party software products, brands, types, etc., have been recommended based on VENDOR's understanding of the TOWN's operating environment and that such third party software products, brands, types, etc., shall operate as demonstrated by VENDOR and as documented in Documentation. VENDOR and Third Party VENDOR further warrant that they have the right to license said third party software products, brands, types, etc.

2. Third Party Hardware Warranty

Any and all hardware products, brands, types, etc., that VENDOR and Third Party VENDOR are recommending sizing or other parameters for in Attachment 3 shall be warranted to perform satisfactorily (defined as minimum 99% uptime during normal business hours and maximum 3 second response time to non-query commands) for two years from the signing of this contract, assuming local or other hardware support contracts are in effect for routine maintenance and diagnostics.

3. Resolution and Response Time Warranty

VENDOR warrants that all Resolution and Response Times delineated below shall be adhered to as follows, as determined by the official Project Manager:

Priority 1 support issues are defined as: Mission Critical – Software is down /undiagnosed but feared critical; situation may require a restore and Software use is suspended until a diagnosis is given.

- Response to first call time limit – within two business hours
- Resolution time limit – VENDOR shall use its best efforts to resolve within 1 business day
- If VENDOR and TOWN are on a support telephone call to resolve a priority 1 support issue at the time that normal support hours end, VENDOR support representatives will remain on the call past the normal support hours to provide what assistance can be provided at no additional cost. TOWN acknowledges that programmers will not be available at that time.
- Penalty for not adhering to time limits - TOWN shall receive a 3% credit against the quarterly Support fees, per incident.

Priority 2 support issues are defined as: Critical Issue – Software is not down, but operations are negatively impacted.

- Response to first call time limit – within four business hours
- Resolution time limit – VENDOR shall use its best efforts to resolve within 3 business days
- Penalty for not adhering to time limits - TOWN shall receive a 3% credit against the quarterly Support fees, per incident.

Priority 3 support issues are defined as: Non-Critical Issue – resolution period to be mutually agreed upon.

- Response to first call time limit – within 24 business hours
- Resolution time limit – VENDOR shall use its best efforts to resolve within one business week
- Penalty for not adhering to time limits - TOWN shall receive a 3% credit against the quarterly Support fees, per incident.

4. Warranty of Compliance with Laws

The VENDOR warrants to the TOWN that it will comply with all applicable federal, state and local laws, regulations and orders in carrying out its obligations under the Agreement.

5. Warranty of Solvency & Financial Stability

The VENDOR warrants to the TOWN that it is not insolvent, is not in bankruptcy proceedings or receivership, and is not engaged in, or threatened with, any litigation, arbitration or other legal or administrative proceedings or investigations of any kind, which would have an adverse effect on its

ability to perform its obligations under the Agreement. 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.

6. Warranty against Breach

The VENDOR warrants to the TOWN that the consummation of the Agreement will not result in the breach of any term or provision of, or constitute a default under any indenture, mortgage, contract, or agreement to which the VENDOR is a party.

7. Warranty against Patent, Trademark, Copyright and Other Intellectual Property Infringement Claims

The VENDOR warrants that there has not been (and will not be) any actual or alleged claims of a violation(s) of copyrights, trademarks, patent rights, or other intellectual property rights, made or asserted against the VENDOR, either in the United States of America, or in foreign countries.

8. Warranty of Statutory Compliance Pursuant to Section 287.955(6), Fla. Stat., and Warranty against Code of Ethics Violations

Pursuant to Section 287.955(6), Florida Statutes, the VENDOR warrants that it has not employed or retained any person, other than bona fide employees working solely for the VENDOR, to solicit or secure this Agreement. Further, the VENDOR warrants that it has not paid, or agreed to pay any person, other than bona fide employees Working solely for VENDOR, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the awarding or making of this Agreement. For breach of this provision, the TOWN may terminate this Agreement without having to provide the VENDOR with notice and a cure period, and without any liability, and, at its discretion, the TOWN may deduct or otherwise recover the full amount of such fee, commission, percentage, gift, or other consideration.

9. Warranty against Collusion

The VENDOR, by its execution of this Agreement, acknowledges and attests that, neither it nor any of its affiliates who shall perform Work intended to benefit the TOWN, have 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 36 months has passed since any such person, entity or affiliate was placed on a convicted vendor list. VENDOR further understands and acknowledges by its execution of this Agreement, that this Agreement shall be null and void, and/or that this Agreement 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 services provided.

The VENDOR represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder. VENDOR further represents that no persons having any such interest shall be employed to perform those services.

VENDOR hereby represents and agrees that it has in no way entered into any contingent fee arrangement with any firm, employee of the TOWN, or other person or entity concerning the obtaining of this Agreement. In addition, VENDOR agrees that a duly authorized VENDOR representative will sign a non-collusion affidavit, in a form acceptable to TOWN, that VENDOR and

VENDOR, Inc. has not received from TOWN any incentive or special payments, or considerations not related to the provision of the System described in this Agreement.

10. Continuity of Warranty

TOWN may continue the Warranty protection described above by purchasing and paying for on-going Annual Support services described below. By doing so, all Warranty, Warranty of Fitness for a Particular Use, and Resolution and Response Time Warranty conditions above shall remain in effect, in perpetuity (except for the "Third party hardware" clause above), as long as payments for Annual Support are kept current.

5.16 Termination

1. Termination without Cause

The TOWN may terminate this Agreement without penalty by giving 15 days advance written notice of termination to the VENDOR. In the event of termination, the VENDOR shall provide the TOWN with a status report describing all actions taken by the VENDOR in the furtherance of the Agreement through the date of termination, and all files and other documents in VENDOR's possession relating to the Agreement to the TOWN. The TOWN reserves the right to withhold payment of any expenses, which the TOWN, in its sole discretion, deems, is not adequately documented and/or is unreasonable and/or unnecessary and/or excessive and/or if the VENDOR fails to deliver the Agreement documents to the TOWN within 10 days after termination of the Agreement .

2. Termination for Cause

The occurrence of any one or more of the following events will justify termination of the Agreement by the TOWN, for cause:

- A. If the VENDOR persistently fails to commence within the time specified in the Notice to Proceed or Purchase order, or fails to properly and timely perform the Agreement;
- B. VENDOR's disregard of laws or regulations of any public body having jurisdiction;
- C. VENDOR's repeated disregard of the authority of the TOWN and/or failure to perform or abide by the terms of the Agreement , and any other charge orders, amendments, or addendum to the Agreement ; or
- D. VENDOR's breach of the Agreement and/or violation in any material terms of the Agreement Documents; or
- E. The bankruptcy or insolvency or a general assignment for the benefit of creditors by VENDOR or by any of VENDOR's principals, officers or directors, or
- F. Failure to obey laws, ordinances, regulations or other codes of conduct.

The foregoing list of events warranting termination for cause is not intended by the Parties to be exhaustive.

The TOWN may terminate this Agreement for cause upon giving 7 calendar days prior notice to the VENDOR of its intent to terminate the Agreement due to a material breach of the Agreement by the VENDOR, and such notice shall specify the causes of the breach or breaches of the Agreement by

the VENDOR. During the 7 day period (the "cure period"), following the date on which the TOWN issues the notice of intent to terminate the Agreement due to breach, the VENDOR shall have the opportunity to cure the breaches of the Agreement. If the VENDOR fails to cure the causes of the breach during the 7 day cure period, the TOWN may terminate the Agreement at the expiration of the 7 day cure period, without any further liability to the VENDOR, and the TOWN may pursue all legal and equitable remedies against the VENDOR arising out of the breach of the Agreement. If the VENDOR has cured the conditions of the breach during the cure period to the satisfaction of the TOWN, the Agreement may not be terminated for cause.

3. Termination for Insolvency

In the event of termination for VENDOR insolvency, whether by VENDOR filing a voluntary petition of bankruptcy, the filing of an involuntary petition to have VENDOR declared bankrupt that is not dismissed within 60 calendar days, the appointment of a receiver or trustee for VENDOR, or VENDOR's execution of an assignment for the benefit of creditors, the VENDOR shall be deemed to have conveyed to the TOWN, immediately prior to the occurrence of any event of insolvency, the perpetual right to the continued use of all components of the System on site at the TOWN at that time subject to the applicable terms of this Agreement and the Proprietary Software License Agreement, and any valid amendments executed by the Parties.

4. Termination for Default

If the defaulting party fails to correct the default the non-defaulting party may terminate the Agreement, and the termination shall be effective on the date set forth in the default notice or other date specified by the terminating party. In the event that VENDOR's performance under this Agreement is terminated for default, in addition to VENDOR's obligations herein TOWN shall have the right to seek Damages subject to the limitations set forth herein.

5. Termination for Convenience

The TOWN may terminate this Agreement at any time for its convenience by giving the VENDOR at least 15 days advance written notice. The performance of the Agreement may be terminated by the TOWN in accordance with this clause in whole, or from time to time in part, whenever the TOWN determines that termination of the Agreement is in the best interest of the TOWN. Any such termination shall be effected by delivery to VENDOR of a Notice of Termination for Convenience. In the event of termination, the TOWN shall compensate VENDOR for all Work performed and accepted by the TOWN 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 Agreement. The TOWN may withhold all payments to the VENDOR for any Work until the TOWN determines the exact amount due and owing to the VENDOR and unless and until the VENDOR turns over all documents to the TOWN if so required by the Agreement.

6. Termination for Non-Appropriation

TOWN is a governmental agency, which relies upon the appropriation of funds by its governing body to satisfy its obligations. TOWN's payment obligation is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation. TOWN represents that it intends to pay all monies due under this Agreement, however, if funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated at the end of the period for which funds are available by providing VENDOR with 30 days written notice. No liability shall accrue to TOWN in the event this provision is exercised, nor shall TOWN be obligated or liable for any damages as a result of termination.

7. Payment to VENDOR upon Termination

Upon termination of this Agreement, VENDOR shall be entitled only to payment for the following:

- A. All valid outstanding invoices for goods and services received and accepted; and,
- B. For other than the TOWN's termination for VENDOR's uncured breach: The pro-rated value of all Services in progress as of the effective date of the termination notice ; and,
- C. For TOWN's termination for VENDOR's uncured breach: All materials and outside services, which have been reasonably placed on order by VENDOR on behalf of TOWN under this Agreement, or, as applicable, any cancellation charges relating to such materials.

8. Default

If either party fails to perform or comply with any term or condition of this Agreement, such failure shall be considered an event of default.

- A. Notice of Default and Cure Period. In the event a party fails to perform or otherwise act in accordance with any term or provision hereof (the "Defaulting Party"), the other party may provide written notice of such failure to perform to the Defaulting Party. The Defaulting Party shall have 30 calendar days to perform after written notice is received, provided however, the Defaulting Party must commence performance, and diligently proceed to fulfill such obligation, within said 30 day period. If the Defaulting Party believes that the failure to perform is such that more than 30 calendar days would reasonably be required to fulfill such obligation, then the Defaulting Party shall provide a written request for the additional time it deems necessary to perform, and the non-defaulting party shall not unreasonably withhold its approval for such request. In no event, however, shall any cure period exceed a total of 90 calendar days. Any written notice shall specify the nature of the default and, if possible, the manner in which the default may be satisfactorily cured.
- B. Continuation During Disputes. VENDOR agrees that during any dispute between the parties, insofar as possible under the terms of this Agreement, VENDOR will continue to perform the obligations required of it during the continuation of the dispute until the dispute is settled, unless enjoined or prohibited by any court.
- C. VENDOR's Responsibilities upon Notice of Termination. Except as directed by TOWN, upon receipt of a Notice of Termination, VENDOR shall:
 - i. discontinue providing Services under this Agreement upon the effective date of termination and to the extent specified in the notice of termination; and
 - ii. continue performance of any such Services not terminated by the notice of termination; and
 - iii. take any action necessary, or as TOWN may direct, for the protection and preservation of any TOWN property in possession of VENDOR when it receives notice of termination; and

- iv. after the date of termination, reasonably cooperate with TOWN to effect an orderly and efficient transition of any applicable Services to TOWN or a third party of TOWN's choosing. Such cooperation will include helping facilitate transfer of any Third Party Software support directly to the third party providers. For avoidance of doubt, transition will not include transfer of Application Software implementation and support services; and,
- v. negotiate in good faith with TOWN on any applicable equitable adjustments to the agreement price as a result of a partial termination of Services and/or transfer of support to Third Party Software providers.

9. Remedies Available

- A. In the event of default, the terminating party shall have all rights granted under this Agreement and all rights at law or in equity that may be available to it, unless a remedy is designated as sole and exclusive with respect to liquidated damages, intellectual property infringement indemnification, and breach of warranty. No termination for default shall constitute a waiver of any such rights, nor shall the election of one remedy exclude the election of another.
- B. Upon termination by TOWN for VENDOR default, TOWN shall further be entitled to liquidated damages as determined and seek any Direct Damages subject to the limitations set forth herein.
- C. No Waiver of VENDOR Liability. Subject to Section 5.41 Limitations of Liability, nothing set forth in this Agreement shall waive VENDOR's liability for damages to TOWN resulting from VENDOR's default.
- D. In the event that the parties are unable to resolve differences, and after exhausting the terms and conditions of the Non-Performance Escalation Procedures clause herein, that may arise relating to this Agreement, all disputes arising from this Agreement shall be resolved through the courts of Palm Beach County, Florida, unless both parties agree to binding arbitration, which shall take place in Palm Beach County, Florida. If arbitration is agreed to, the arbitration shall be governed by the most recently published Commercial Arbitration Rules of the American Arbitration Association. Both parties agree to submit disputes to a single arbitrator acceptable to both parties. The arbitrator will be selected from a list compiled by the parties' respective legal counsels. Every person named on the list of potential arbitrators must be a neutral and impartial lawyer who has at least ten years specializing in the field of general commercial litigation and is knowledgeable about software. The arbitrator shall base its award on applicable law and judicial precedent and unless both parties agree, otherwise shall include in such award the finding of fact and conclusions of law upon which the award is based. Judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

5.17 Governing Law and Venue

1. Applicable and Governing Law Clause

The laws of the State of Florida shall govern this Agreement. Venue for any claims for any claims brought arising out of this Agreement shall lie in the 15th Judicial Circuit in and for Palm

Beach County, Florida for state court claims, or in the Southern District of the United States District Court for federal court claims.

2. Changes in Agreement

The Agreement may be changed only upon the written agreement of the Parties.

3. Assignments

TOWN and the VENDOR each binds themselves, their partners, successors, and other legal representatives to all covenants, agreements, and obligations contained in this Agreement. This Agreement or any part thereof shall not be assigned or subcontracted by VENDOR without the prior written permission of the TOWN; any attempt to do so without said prior permission shall be void and of no effect.

4. Compliance with Laws, Ordinances, Rules and Regulations

The VENDOR, its employees, subcontractors or assigns, shall comply with all applicable federal, state, and local laws and regulations relating to the performance of this Agreement. The TOWN undertakes no duty to ensure such compliance, but will attempt to advise the VENDOR, upon request as to such laws of which it has present knowledge.

5. Equal Opportunity Employment/Nondiscrimination Policy

It is the policy of the TOWN that all VENDORS who provide goods and services to the TOWN by contract, shall, as a condition of providing goods and services, adhere to all Federal, State and Local laws, ordinances, rules and regulations, and policies.

All VENDORS shall, as a condition of providing goods and services, as required by law and/or the TOWN's Equal Opportunity Employment/Nondiscrimination Policy, not discriminate against persons to be served or an employee or applicant because of race, color, religion, national origin, age, sex, sexual orientation, ancestry, disability that is unrelated to the individual's ability to perform the duties of a particular job or position, height, weight, marital status, or political affiliation.

Any violation of Federal, State, or Local equal opportunity statutes, ordinances, rules/regulations, or policies during the course of time during which the VENDOR is providing goods or services to the TOWN shall be regarded as a material breach of any agreement between the TOWN and the VENDOR, and the TOWN may terminate such agreement effective as of the date of delivery of written notification to the VENDOR.

5.18 Notices

All notices required or permitted as a part of the Agreement shall be in writing and shall be deemed delivered when:

1. Actually received by hand delivery, facsimile transmission or email, or upon receipt by sender of a certified mail, return receipt signed by an employee or agent of the party.
2. The addresses of the parties to this Agreement are as follows:

Town of Jupiter
210 Military Trail
Town of Jupiter, FL
Attention: Information Systems Department

Vendor Name
Vendor Address

Either party may change its address of record by written notice to the other party given in accordance with requirements of this Paragraph.

5.19 Independent Contractor Status

1. VENDOR as Independent Contractor

It is expressly agreed that the VENDOR is an independent contractor and not an agent of TOWN. The VENDOR shall not pledge or attempt to pledge the credit of TOWN or in any other way attempt to bind the TOWN.

The relationship of the consultant to TOWN shall be that of independent contractor and no principal agent of employer-employee relationship is created by the contract.

5.20 Force Majeure

Timely performance is essential to the successful initial implementation and ongoing operation of the network described herein. However, neither party will be liable for delays in performing its obligations under this Agreement to the extent that the delay is caused by force majeure, defined as Acts of God, labor strikes, riots, wars.

5.21 Severability

Should any term or provision of this Agreement 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 Agreement, to the extent that the Agreement shall remain operable, enforceable and in full force and effect to the extent permitted by law.

5.22 Integration

This Agreement 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 Agreement. 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. The headings of the Paragraphs, Exhibits, Amendments, Addendums and other Attachments that may be contained in this Agreement are for the purpose of convenience only, and shall not be deemed to expand, limit or change the provisions thereof.

5.23 Successors and Assigns

This Agreement shall inure to the benefit of and shall be binding upon the Parties, their respective successors and assigns.

1. Advertisement

VENDOR shall not use, in its external advertising, marketing programs, or other promotional efforts, any data, pictures, or other representation of the TOWN unless VENDOR receives specific written authorization in advance from the TOWN. VENDOR will limit and direct any of its advertising on the TOWN's premises and shall make arrangements for such advertising through the TOWN. VENDOR shall not install any signs or other displays within or outside of the TOWN's premises unless in each instance the prior written approval of the TOWN has been obtained. However, nothing in this clause shall preclude VENDOR from listing the TOWN on its routine TOWN list for matters of reference.

2. Password Security

The VENDOR warrants that no 'back door' password or other method of remote access into the software code exists. The VENDOR agrees that any and all access to any software code residing on the TOWN's server must be granted by the TOWN to the VENDOR, at the TOWN's sole discretion.

3. Replication of Software

TOWN shall not copy Software for any purposes other than for back up or disaster recovery. TOWN has the right to develop interfaces to, and/or database applications that integrate with, the licensed Software using VENDOR's recommended database and development tools without voiding the Support Agreement (see Attachment X) or warranties herein.

5.24 Annual Maintenance and Support Fees

Annual Maintenance and Support fees shall not be increased by an annual average percentage greater than the annual CPI-W for the Southeast region or 3% or VENDOR's standard increase in any year, whichever is less, for as long as annual support fees are paid and the license agreement between the TOWN and the VENDOR is in effect. For example, if the CPI increase is 3% in a given year and the VENDOR's "standard" increase is 2%, the TOWN will be invoiced for the 2% increase.

VENDOR agrees to send an itemized invoice to the TOWN at least 90 days before maintenance is up for renewal.

The TOWN may cancel maintenance upon 60 day notification to the VENDOR.

Maintenance may be reinstated by the TOWN at an amount not to exceed the back fees that would have been due if maintenance/support had not been dropped. The TOWN shall not be forced to move to new license models to pay upgrade fees.

The VENDOR shall give the TOWN at least 12 months' notice before unilaterally canceling maintenance. In addition, the VENDOR shall continue to support the software/product as long as it is supporting such software/product for the rest of its customer base.

The TOWN may remove unused licensed software with a corresponding reduction in maintenance/support.

5.25 Federally Mandated Changes

VENDOR shall supply TOWN with all federal mandated changes to VENDOR's software. VENDOR will make a good faith effort to provide TOWN with these changes within 30 days of their enactment dates prescribed by the aforementioned bodies. In the event that VENDOR is unable to supply these changes within 30 days of the enactment, TOWN will be credited a prorated share of the annual maintenance support fee for every week VENDOR is tardy in delivery of the required change.

5.26 Programming Services

TOWN may during the implementation period or thereafter require modifications, interfaces, conversion, report writer, etc., services from VENDOR. VENDOR agrees to provide a written Change Order describing the work to be performed and estimating the costs for TOWN approval before any work is initiated by VENDOR. VENDOR will not exceed the costs set forth in the mutually agreed to Change Orders without justification, in writing, that is acceptable to the TOWN. No costs in excess of the estimates will be paid by TOWN unless approved in writing in advance of fee incurrence. All modifications, interfaces, conversions, report writer, etc., services shall be subject to Formal Acceptance before payment is released by the TOWN. Acceptance of the deliverable(s) resulting from each Change Order shall be per the Formal Acceptance clause herein.

5.27 Video Taping

TOWN reserves the right to video and/or audiotape any and all training sessions, whether held at TOWN site, VENDOR site, or via teleconference. Use of such tapes shall be strictly for TOWN staff training or demonstration purposes.

5.28 Major Releases/Upgrades

TOWN shall be entitled to future releases and upgrades within five years from Formal Acceptance, whether of a "minor" or major" nature, of VENDOR Software for no additional cost beyond the Annual Support Agreement fees delineated in Attachment X.

5.29 System Longevity

The VENDOR certifies solutions prescribed in their proposal response will remain available and supported for a minimum of 5 years from the time the Agreement is signed and that any material changes to VENDOR's company or products will not affect the TOWN's implementation or support.

5.30 Successor Software Products

In the event VENDOR makes available successor VENDOR software products (e.g., software products based on a new technical architecture)("Successor Products") with substantially similar functionality to the VENDOR software products licensed by TOWN ("Licensed Products") within 10 years of contract signing, TOWN may transfer the Licensed Products to the Successor Products, for

no additional VENDOR license fees. In such event, TOWN shall pay the then-current Application Software Maintenance Fees for the Successor Products, in addition to any services and/or third party fees associated with the Successor Products. In addition, any customizations and interfaces made to the software and being supported by VENDOR will be migrated to the new environment without cost to TOWN.

5.31 Conflict of Interest

The VENDOR shall not employ as a director, officer, employee, agent, or subcontractor any elected or appointed official of the TOWN or any member of his/her immediate family.

5.32 Intellectual Property

Software ownership. All information, data, programs, publications & media created specifically for and paid for by the TOWN or as a result of the Work identified in this Agreement is the property of the TOWN unless otherwise noted, copyright protected, or defined or agreed to by both parties to this Agreement.

5.33 Use of Licenses by Personnel Who Are Not Employees

TOWN consultants, contractors, external customers, and business partners may access the licensed software.

5.34 Disaster Recovery & Disaster Recovery Testing

There will be no additional software license cost to process at another site in the event of a disaster that shuts down the TOWN's primary location or for testing at the disaster recovery site.

5.35 Right to Outsource

Software licensed to the TOWN may be used by a third-party VENDOR hired by the TOWN.

5.36 Unlimited Liability for Software VENDOR Infringement

The VENDOR will reimburse the TOWN for all costs related to infringement (not "finally awarded"). There shall be no limit of liability on behalf of the VENDOR if the software is determined to be infringing.

5.37 VENDOR Merger or Acquisition

In the event that the VENDOR is merged or acquired, the acquiring entity shall honor all of the terms of the existing contract for 18 months or until the end of the present Agreement term, whichever is longer.

5.38 Functionality Replacement

The TOWN maintains the rights to the functionality that was originally licensed, even if that functionality later gets renamed or rebundled.

5.39 Right to Return Modules

TOWN shall have the right to return any software module included under this Agreement within 60 days of final acceptance of the System as outlined in Acceptance Testing. Upon return of a software module, TOWN will be liable for that percentage of the annual license fee that correlates with the number of months the module was in use by TOWN. TOWN will be refunded that percentage of the annual license fee that correlates with the number of months TOWN paid for, but did not have use of the module. Upon return of the module, TOWN will also be refunded that percentage of the one-time investment fee paid for by TOWN for the module. Though TOWN may return the module, TOWN is still liable for all conversion and training services resulting from that module.

5.40 Wording Conflicts

Should there be a conflict in wording between the Agreement and the Proposer's RFP response, the Agreement shall prevail.

5.41 Limitation of Liability

Limitations. If Town should become entitled to claim damages from VENDOR for any reason (including without limitation, for breach of contract, breach of warranty, negligence, other tort claim, or replacement of a solution), VENDOR will be liable only for the amount of TOWN's actual Direct Damages. In no event, however, will VENDOR be liable to TOWN (in the aggregate for all claims made) for more than:

1. Two times the Value of the Agreement to the extent the TOWN's actual Direct Damages are a result of the failure to gain Conditional Acceptance or Final Acceptance of the System; or,
2. Following Final Acceptance of the System, one time the Value of the Agreement for the TOWN's actual Direct Damages that are a result of any other claim brought under the Agreement that arises thereafter.

For avoidance of doubt: (a) "Value of the Agreement" shall mean the one-time charges hereunder for implementation services and Software licenses, but excluding ongoing charges such as maintenance, (b) failure to gain Conditional Acceptance does not include a decision by the TOWN to not put the Software in production following successful User Acceptance Testing, and (c) at no point will clause 1. and 2. be cumulative.

No Liability for Certain Damages. In no event will VENDOR or any person or entity involved in the creation, manufacture or distribution of any software, services or other materials provided by VENDOR under the Agreement be liable for: (i) any damages arising out of or related to the failure of TOWN or its suppliers to perform their responsibilities; (ii) any claims or demands of third parties (other than those third party claims covered by the indemnification obligations under Section 14 Warranties); or (iii) any consequential, incidental, indirect, exemplary or punitive damages, even if VENDOR has been advised of the possibility of such damages.

5.42 Liquidated Damages

Failure on the part of the VENDOR to complete critical project milestones as established in the contract may result in liquidated damages being imposed on the VENDOR by the TOWN for breach of contract and for non-compliance. The milestones and extent of damages will be defined in the negotiated Agreement with the selected VENDOR.

5.43 Confidentiality

Both parties recognize that their respective employees and agents, in the course of performance of this Agreement, may be exposed to confidential information and that disclosure of such information could violate rights to private individuals and entities. Each party agrees that it will not disclose any confidential information of the other party and further agrees to take appropriate action to prevent such disclosure by its employees or agents. The confidentiality covenants contained herein shall survive the termination or cancellation of this Agreement. This obligation of confidentiality shall not apply to (a) information that at the time of the disclosure is in the public domain; (b) information that, after disclosure, becomes part of the public domain by publication or otherwise, except by breach of this Agreement by a party; (c) information that a party can establish by reasonable proof was in that party's possession at the time of disclosure; (d) information that a party receives from a third party who has a right to disclose it to that party; or (e) information that is subject to Public Records requests.

1. Title and Confidentiality

Title and full rights to the Software licensed under this agreement, including, without limitation, all intellectual property rights therein and thereto, and any copies TOWN make, remain with VENDOR. It is agreed the Software is the proprietary, confidential, trade secret property of VENDOR, whether or not any portions thereof are or may be copyrighted, and TOWN shall take all reasonable steps necessary to protect the confidential nature of the Software, as TOWN would take to protect its own confidential information. TOWN further agrees that TOWN shall not make any disclosure of any or all such Software (including methods or concepts utilized therein) to anyone, except to employees, agents, or Subcontractors working for TOWN to whom such disclosure is necessary to the use for which rights are granted hereunder.

5.44 Survival Clause

All duties and responsibilities of any party that, either expressly or by their nature, extend into the future, shall extend beyond and survive the end of the agreement term or cancellation of this Agreement.

5.45 Incorporation by Reference

The VENDOR shall supply equipment, wiring, technology, training, and other related services adequate to accomplish the requirements as set forth in the Request for Proposals and the VENDOR's response to the Request for Proposals. Parties agree that where there is a conflict between terms of this Agreement and the information presented in the referenced documents, this Agreement shall take precedence. The parties also agree that where there is not a conflict between this Agreement and the information presented in the referenced documents, that all terms,

conditions and offers presented in the VENDOR's proposal shall be incorporated into this Agreement and shall be binding upon all parties to the Agreement.

6 Proposal Forms

6.1 Introduction

This section contains various forms that should be prepared and submitted along with the Vendor's proposal as well as in a separate word document. The intent of providing such forms is to ensure comparability between proposals. Included in this section are the following forms with designation to the appropriate section for submittal:

- Proposal Response Form (Section 13)
- Proposer Information (Section 13)
- Proposal Signature Form (include with separate sealed Cost Proposal)
- Non-Collusion Affidavit (Section 13)
- Proposer's Certification Form (Section 13)
- Proposer's Qualification Statement Form (Section 13)
- Public Entity Crimes Form (Section 13)
- Proposer's Acknowledgement Form (Section 13)
- Minimum Criteria (Section 13)
- Vendor Questionnaires (Section 9)
 - Company Background Form
 - Technical Requirements Form
 - Vendor Hosting Form
 - Ongoing Support Services Form
- Client Reference Form (Section 10)
- Pricing Forms (include with separate sealed Cost Proposal)
- Minimal Contract Terms & Conditions Compliance Checklist (Section 13)
- Contract Terms & Conditions Compliance Checklist – Exceptions Explanations (Section 13)

6.2 Proposal Response Form

Use the table below to acknowledge your review and acceptance of the sections of the RFP. If an explanation is required, it can be entered in *Additional Requirements and Information - Contractor Supplemental Information* in this section.

1.	Introduction	☐ Yes	☐ No
2.	Vendor Proposal Guidelines	☐ Yes	☐ No
3.	Proposal Response Format	☐ Yes	☐ No
4.	Functional Requirements	☐ Yes	☐ No
5.	Contract Terms and Conditions	☐ Yes	☐ No
6.	Proposal Forms	☐ Yes	☐ No

6.3 Proposer Information

Name of Business:	
Principal Contact Person:	
Address 1:	
Address 2:	
Address 3:	
Telephone:	
FAX:	
E-mail:	
Name of Individual Project Manager:	
Telephone:	
E-mail:	
Location of Project Office:	

6.4 Proposal Signature Form

The undersigned, as authorized proposal responder, declares that he/she has carefully examined all the items of the Specifications and Instructions herein that he/she fully understands and accepts the requirements of the same, and he/she agrees to furnish the specified items and will accept, in full payment therefore, the amount specified below. The proposal responder will identify below its business entity as individual, DBA, partnership, corporation (foreign or domestic), and will indicate the official capacity of person(s) executing this proposal.

Proposals shall include installation services, and the successful respondent shall obtain all required permits and pay fees required.

State payment terms:

State term proposal is held firm for:

State warranty on equipment:

State maximum time required for shipping, F.O.B. Town:

PROPOSAL: RFP # UBS-2012-01 Utility Billing Services & Enterprise Asset Management System Selection

\$ _____ (Total price written) Firm Name: _____ Address: _____ Telephone: _____ Signature: _____ (Person executing response and official capacity)	\$ _____ (Total figure – as noted on the Proposal Pricing Forms - Subtotal (Required Components)) Date: _____
---	--

(Names of principal officers: designate official capacity)	(If partnership or assumed name, indicate name of owners)	
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

TO BE INCLUDED IN ONLY THE SEPARATE SEALED COST PROPOSAL

6.5 Non-Collusion Affidavit

STATE OF _____

COUNTY OF _____

_____, 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 in 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: ____/____/____

By _____

I HEREBY CERTIFY that on this day, before me, 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 _____, 2011.

Notary Public - State of Florida at Large_____
(Printed, typed or stamped commissioned name of
notary public)

6.6 Proposer's Certification Form

The below signed Proposer certifies that he/she has read, carefully examined, and thoroughly understands the terms, conditions, and specifications contained in the RFQ and any other documents accompanying or made a part of this RFQ. I hereby propose to furnish the services specified in the RFQ. Furthermore, I agree to abide by all conditions of this RFQ. I certify that all information contained in this submittal is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this Proposal on behalf of the firm or entity who is the Proposer, as its act and deed and that the Proposer is ready, willing and able to perform if awarded the contract.

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

E-MAIL ADDRESS

NAME OF BUSINESS

BY:

SIGNATURESworn to and subscribed before me
this day of , 2011.

PRINTED NAME AND TITLE

SIGNATURE OF NOTARY

MAILING ADDRESS

MY COMMISSION EXPIRES:

CITY, STATE, ZIP CODE

PERSONALLY KNOWN

TELEPHONE NUMBER

OR PRODUCED

6.7 Proposer's Qualification Statement Form

The undersigned Proposer certifies under oath the truth and correctness of all statements and of all answers to questions made hereinafter:

SUBMITTED TO: Town of Jupiter

ADDRESS: 210 Military Trail
Jupiter, FL

CIRCLE ONE

SUBMITTED BY _____

Corporation
Partnership
Individual
Other

NAME _____

ADDRESS: _____

TELEPHONE NO. _____

FAX NO. _____

1. State the true, exact, correct and complete name of the partnership, corporation, trade or fictitious name under which you do business and the address of the place of business.

The correct name of the Proposer is: _____

The address of the principal place of business is: _____

2. If Proposer is a corporation, answer the following:

- a. Date of Incorporation: _____
- b. State of Incorporation: _____
- c. President's name: _____
- d. Vice President's name: _____
- e. Secretary's name: _____
- f. Treasurer's name: _____
- g. Name and address of Resident Agent: _____

3. If Proposer is an individual or a partnership, answer the following:

- a. Date of organization: _____

b. Name, address and ownership units of all partners:

c. State whether general or limited partnership: _____

4. If Proposer is other than an individual, corporation or partnership, describe the organization and give the name and address of principals:

5. If Proposer is operating under a fictitious name, submit evidence of compliance with the Florida Fictitious Name Statute.

6. How many years has your organization been in business under its present business name?

a. Under what other former names has your organization operated?

7. Indicate registration, license numbers or certificate numbers for the businesses or professions, which are the subject of this Proposal. Please attach certificate of competency and/or state registration.

8. Have you ever failed to complete any work awarded to you? If so, state when, where and why?

9. State the names, telephone numbers and last known addresses of three (3) owners, individuals or representatives of owners with the most knowledge of work which you have performed or goods you have provided, and to which you refer (government owners are preferred as references).

(name) (address) (phone number)

(name) (address) (phone number)

(name) (address) (phone number)

10. List the pertinent experience of the key individuals of your organization (continue on insert sheet, if necessary).

11. State the name of the individual who will have personal supervision of the work:

12. Disclose any suits or administrative actions ever taken against your firm by the Department of Insurance within the last two (2) years.

THE PROPOSER ACKNOWLEDGES AND UNDERSTANDS THAT THE INFORMATION CONTAINED IN RESPONSE TO THIS QUALIFICATIONS STATEMENT SHALL BE RELIED UPON BY THE TOWN IN AWARDING THE CONTRACT AND SUCH INFORMATION IS WARRANTED BY PROPOSER TO BE TRUE. THE DISCOVERY OF ANY OMISSION OR MISSTATEMENT THAT MATERIALLY AFFECTS THE PROPOSAL'S QUALIFICATIONS TO PERFORM UNDER THE CONTRACT SHALL CAUSE THE TOWN TO REJECT THE PROPOSAL, AND IF AFTER THE AWARD TO CANCEL AND TERMINATE THE AWARD AND/OR CONTRACT.

Signature

Printed Name

State of
County of

July 20, 2012

The foregoing instrument was acknowledged before me this day of , 2011 by of , who is personally known to me or who has produced as identification and who did (did not) take an oath.

WITNESS my hand and official seal.

NOTARY PUBLIC

(Name of Notary Public: Print, Stamp,
or type as Commissioned)

6.8 Public Entity Crimes Form

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
(Print name of the public entity)

By
(Print individual's name and title)

for
(Print name of entity submitting sworn statement)

Whose business address is

and (if applicable) its Federal Employer Identification Number (FEIN) is
(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 Proposal 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, no jury 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:
- 4-1. A predecessor or successor of a person convicted of a public entity crime: or
 - 4-2. Any 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 the State of 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 Proposal applies to Proposals 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 the 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 of its 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 officer's 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 officer's 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. 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 the public interest to place the entity submitting this sworn statement on the convicted vendor list. (Attach a copy of the final order)

6.9 Proposer's Acknowledgement Form

I hereby certify, that this Proposer's Acknowledgment is made without prior understanding, agreement or connection with any corporation, firm, or other person submitting a Proposal for the same commodities and/or services, and is in all respects, fair and without collusion or fraud. I agree to abide by all of the conditions of this Request for Quotations, and certify that I am authorized to sign the Proposal for the Proposer. By my signature on this Form, the Proposer acknowledges and accepts without limitation, the terms and conditions as set forth on Pages 1 through 92, inclusive, of the Request For Quotations, as well as any applicable supplemental RFQ documents, such as any Special Conditions, Instructions, Specifications, and all required Forms.

CORRECT LEGAL NAME OF PROPOSER:___

NAME OF REGISTERED AGENT & ADDRESS OF CORPORATE PROPOSERS___

PHYSICAL ADDRESS OF PROPOSER (NO P.O. BOXES ALLOWED___

TELEPHONE NUMBER OF PROPOSER___

EMERGENCY CONTACT NUMBER FOR PROPOSER:___

FACSIMILE NUMBER OF PROPOSER___

FEDERAL ID NO. OR SOCIAL SECURITY NO. OF PROPOSER___

IF PROPOSER IS CORPORATION OR OTHER LEGAL ENTITY, STATE OF INCORPORATION OR REGISTRATION___

**FOREIGN CORPORATIONS MUST SUBMIT FOREIGN CORPORATION RESOLUTION.

SIGNATURE OF PROPOSER OR AUTHORIZED AGENT:_____

**PROPOSALS SUBMITTED BY AGENTS MUST HAVE RESOLUTION OF AGENT AUTHORITY.

PRINTED NAME OF PROPOSER OR AUTHORIZED AGENT:___

DATE: ____ TITLE/POSITION OF SIGNATORY: ____

6.10 Minimum Criteria

As noted in section 1.9 of this RFP, proposed solutions **MUST** meet all of the following requirements. **Proposals not meeting these requirements will be rejected.** Vendors should acknowledge acceptance of these terms and include the following checklist in their RFP response.

Minimum Criteria	Yes/No
RFP Response RFP response is submitted by the due date and time to the Town.	
Response Authorization The RFP response is signed by an authorized company officer.	
Response Completeness Vendor compiled the proposal with all instructions in the RFP and provided a response to all items requested with sufficient detail that provides for the proposal to be properly evaluated. The result of any deficiencies in this regard will be determined by the Town to be either a defect that the director will waive or that the proposal can be sufficiently modified to meet the requirements of the RFP.	
PCI Compliance Where applicable, the Vendor shall certify in its proposal that it meets payment card industry (PCI) data security standards (DSS), and if recommended for award, shall illustrate compliance.	
Red Flag Compliance Components of the system solution should not violate red flag rules	
Prior HTE Conversions The Vendor shall have completed at least one project that required the conversion of utility billing and cash receipting data from an HTE system.	
Complete Solution The Town is requiring that responding vendors propose a complete solution, including software, hardware specifications, project management, and other technology services for the entire scope of the project that may or may not include components owned by the vendor.	

6.11 Company Background Form

Vendor name:			
Is Vendor prime contractor:	Yes ☐	No ☐	

1.	What are the key differentiators of your company and its proposed solution?																
2.	What awards has your company or proposed solution obtained that are relevant to this project?																
3.	What documentation is available from an independent source that positively promotes either the company or products the Vendor is offering?																
4.	What strategic alliance have you made to further strengthen your product and services?																
5.	How do you guarantee the services provided by your company?																
6.	What are your near-term and long-term goals, and the strategies to reach these goals?																
7.	What is your niche in the marketplace and your preferred customer size?																
8.	Please describe the level of research and development investment you make in your products (i.e. – annual budget, head count, etc.):																
9.	Please describe how the sales cycle is linked to the product development cycle.																
10.	Please describe your commitment to providing solutions for the public sector marketplace:																
11.	How many fully operational customer installations of the solution proposed in this RFP, currently in production, has the Vendor completed?																
	<table border="1"> <tr> <th>Location</th> <th>Florida</th> <th>Nationally</th> </tr> <tr> <td>Local government</td> <td></td> <td></td> </tr> <tr> <td>Other public sector</td> <td></td> <td></td> </tr> <tr> <td>Other non-public sector</td> <td></td> <td></td> </tr> <tr> <td>Overall:</td> <td></td> <td></td> </tr> </table>	Location	Florida	Nationally	Local government			Other public sector			Other non-public sector			Overall:			
Location	Florida	Nationally															
Local government																	
Other public sector																	
Other non-public sector																	
Overall:																	
12.	Do you currently have any outstanding significant ($\geq$ \$250,000) litigation with:																
	<table border="1"> <tr> <th></th> <th>Yes</th> <th>No</th> </tr> <tr> <td>Existing or prospective customers?</td> <td></td> <td></td> </tr> <tr> <td>Other businesses</td> <td></td> <td></td> </tr> <tr> <td>Any U. S. government (Federal, State, local)?</td> <td></td> <td></td> </tr> </table>		Yes	No	Existing or prospective customers?			Other businesses			Any U. S. government (Federal, State, local)?						
	Yes	No															
Existing or prospective customers?																	
Other businesses																	
Any U. S. government (Federal, State, local)?																	
If yes, describe:																	

13.	Please state the year the Vendor started in the business of selling the proposed solution to local governments:																				
14.	Where is the Vendor's closest support facility/sales office to Jupiter, Florida?																				
15.	Where is the Vendor's company headquarters?																				
16.	Please list the Vendor's sales in the previous three years:																				
		<table border="1"> <thead> <tr> <th>Year</th> <th>Sales</th> </tr> </thead> <tbody> <tr> <td>2011</td> <td></td> </tr> <tr> <td>2010</td> <td></td> </tr> <tr> <td>2009</td> <td></td> </tr> </tbody> </table>	Year	Sales	2011		2010		2009												
Year	Sales																				
2011																					
2010																					
2009																					
17.	How many total employees does the Vendor have in each of the following categories:																				
		<table border="1"> <thead> <tr> <th>Area</th> <th>Number</th> </tr> </thead> <tbody> <tr> <td>Sales/Marketing</td> <td></td> </tr> <tr> <td>Management/Administration</td> <td></td> </tr> <tr> <td>Help Desk Staff</td> <td></td> </tr> <tr> <td>Development Staff</td> <td></td> </tr> <tr> <td>Project Managers</td> <td></td> </tr> <tr> <td>Training/Implementation Staff</td> <td></td> </tr> <tr> <td>Other</td> <td></td> </tr> <tr> <td>Total:</td> <td></td> </tr> </tbody> </table>	Area	Number	Sales/Marketing		Management/Administration		Help Desk Staff		Development Staff		Project Managers		Training/Implementation Staff		Other		Total:		
Area	Number																				
Sales/Marketing																					
Management/Administration																					
Help Desk Staff																					
Development Staff																					
Project Managers																					
Training/Implementation Staff																					
Other																					
Total:																					
18.	What is the Vendor's hourly rate for implementation assistance beyond that which is included in the Vendor bid by skill set?																				
		<table border="1"> <thead> <tr> <th colspan="2">Rates for Additional Implementation Assistance</th> </tr> <tr> <th>Skill Set</th> <th>Hourly Rate</th> </tr> </thead> <tbody> <tr> <td></td> <td>\$ / hr.</td> </tr> <tr> <td></td> <td>\$ / hr.</td> </tr> <tr> <td></td> <td>\$ / hr.</td> </tr> </tbody> </table>	Rates for Additional Implementation Assistance		Skill Set	Hourly Rate		\$ / hr.		\$ / hr.		\$ / hr.									
Rates for Additional Implementation Assistance																					
Skill Set	Hourly Rate																				
	\$ / hr.																				
	\$ / hr.																				
	\$ / hr.																				
19.	Please indicate two separate potential visits of two consecutive days each in which the Vendor will commit to being available for an onsite demonstration and your preference.																				
		<table border="1"> <thead> <tr> <th colspan="3">Demonstration Date Options</th> </tr> <tr> <th>Option</th> <th>Visit #1</th> <th>Visit #2</th> </tr> </thead> <tbody> <tr> <td>Week of October 8, 2012</td> <td></td> <td></td> </tr> <tr> <td>Week of October 15, 2012</td> <td></td> <td></td> </tr> </tbody> </table>	Demonstration Date Options			Option	Visit #1	Visit #2	Week of October 8, 2012			Week of October 15, 2012									
Demonstration Date Options																					
Option	Visit #1	Visit #2																			
Week of October 8, 2012																					
Week of October 15, 2012																					
20.	What would be the Vendor's preferred comparably sized, site visit location?																				

6.12 Technical Requirements Form

1.	Identify the communication protocols and networking requirements that are required for implementation and operation of the proposed system. In the event that there are multiple communication systems and/or protocols available, list all options. Take into account the Town's current WAN and remote computing requirements and indicate what changes are required or recommended.
2.	What database are you proposing?
3.	What server operating system are you proposing?
4.	Is your proposed solution browser based? If only certain components/modules are, please specify and identify those.
5.	Describe what, if any, footprint (e.g. local software artifacts such as DLLs) exists on the user's desktop.
6.	Describe the system administration tools that are used to manage the application including any data archival tools, tools for managing application updates, online help management tools, etc.
7.	Describe the network management systems that either your system uses, interoperates/integrates with, or you recommend. Please specify.
8.	Describe the minimum hardware, software, storage, memory, operating system and other requirements for desktop computers to access the application such that the Town can determine the extent to which existing computers must be upgraded or replaced.
System Performance	
1.	System response time must not impede the ability for departmental staff to perform their required job functions using the system. Will your system be available 99.5% of the time, except for planned downtime?
2.	Can you guarantee a 3-second maximum response time?
3.	What are your guarantees on system performance?
Security	
1.	Describe the identification and authorization capabilities of your proposed solution for users.
2.	Describe how your system interoperates with Active Directory.

3.	Describe the security audit capabilities of your proposed solution.
4.	What functions does your proposed system have to protect the privacy of information designated “private” (e.g. personally identifiable, SSN, credit card, ACH, HIPAA, etc.) that it processes or stores?
5.	What will you do to address vulnerabilities in your product discovered subsequent to us deploying your code? In what time interval will they be fixed (Critical & non-critical)? At what cost to the Town?
6.	What is your process for notifying the customer and fixing bugs once they have been identified?

6.13 Vendor Hosting Form

1.	Will your company host the solution or will this be managed by a third party?
2.	Where are the data center and storage facilities?
3.	Provide the total number of clients and corresponding number of end-users of hosted solutions currently supported by your company.
4.	Does the system interfaces support a browser interface with or without the help of additional components?
5.	How are hosted software applications deployed for use by numerous customers (dedicated servers for each hosted customer, or is a single set of applications utilized for all customers)?
6.	What system/application availability and response time will your proposed system meet? What are the Town’s responsibilities to ensure this level of performance?
7.	How do you track monthly usage for subscription-based services?
8.	How much notification will you give the Town in advance of any scheduled downtime?
9.	Where would local support be located for a client in Jupiter, FL?
10.	Are support calls included in annual maintenance fees, or charged on a per call basis? If on a per-call basis, please specify rates and billing method

6.14 Ongoing Support Services Form

Support and Maintenance	
1.	Provide the minimum, maximum, and average response times (hours) provided as part of the basic support agreement and average response time for the past twelve (12) months.
2.	Provide Help Desk services for technical support and end users. Specify days and hours and any escalation options and procedures.
3.	Identify the party or business unit that is responsible for the support options provided above. The Vendor shall include information for a Client-hosted versus a Vendor-hosted solution.
4.	Do you limit the number of Town staff who can call in for support? If yes, explain your model and how additional staff can be included and at what incremental cost? If there is no limitation, the maintenance agreement should clearly state this fact. Are you agreeable to include such language in our contract?
5.	Describe the types of support needed to keep the product under current support and to keep the product enhanced.
6.	Do you need remote access to the server to support/maintain it? If yes, describe the method(s) and security used.
Software Updates and Distribution	
7.	It is anticipated that all system updates and release patches will be downloadable from the Vendor's web site. An accumulation patch process is desired. Provide information on how "server" and "client-side" software updates are received, processed and distributed to either the server and/or client environment, including but not limited to: a. Backward version compatibility and support of back versions, b. Timeframe/policy on moving to new versions, c. Automatic product upgrades or on demand, d. Ease of implementation for Town staff versus need to contract for services. e. Use of Microsoft Systems Management Server (SMS) 2003 and/or Microsoft Software Update Services (SUS) to deploy new versions and patches to servers and clients.
8.	Describe the product release cycle including: a. Frequency of upgrades/enhancements or new versions (major and minor version releases) b. Contents of release, c. How long release takes to implement, and d. Use of release notes.

Customizations	
9.	How does the Vendor define customization versus configuration?
10.	How can the Town customize or configure the software directly without Vendor involvement?
11.	How are local customizations or configurations maintained when installing new releases of the Vendor's software?

Town of Jupiter, FL

Describe Nature of Project and Services Provided to This Client:

Configuration of Solution Implemented (Hardware, Software):

6.16 Pricing Forms

Please complete the pricing forms that have been provided in the associated Microsoft Excel pricing spreadsheet. It is the responsibility of the Vendor to ensure the accuracy of the pricing provided as part of your response. Any errors in providing an accurate price response due to inaccuracies in the provided templates are the sole responsibility of the responding Vendor. If there is not enough space to describe the pricing on these forms, please attach a separate pricing page and provide the pricing information in the same type of format so that it is easy to understand. The Town requests a firm, fixed price for each of the components described below that are included on the attached Microsoft Excel pricing spreadsheet as separate tabs:

- Application Hardware
- Application Software
- Other Software
- Implementation Services
- End-User Training Services
- Train the Trainer Services
- Other Implementation Services
- Data Conversion Services
- Interfaces
- Forms Services
- Software Modifications (should equal the amounts indicated in the software specifications)
- Travel and Lodging
- Discount, if any

Vendors proposing a Vendor-hosted solution should provide pricing in a format that allows the Town to understand the initial, on-going and total costs of your solution.

6.17 Minimal Contract Terms and Conditions Compliance Checklist

Proposal responders are to mark the Comply, Exception, or Not Comply column. Comply indicates the proposal responder understands and agrees to comply fully. Exceptions must be fully explained on the bottom portion of this page. The Town reserves the right to reject any proposal for non-compliance with one or more of the specifications. See Section 5 for detail on each Term and Condition.

Agreement Terms and Conditions Compliance Checklist				
Section #	Title	Comply	Exception	Not Comply
5.1	Definitions			
5.2	Term			
5.3	Effective Date			
5.4	Time is of the Essence			
5.5	Modification of Agreement			
5.6	Assignment			
5.7	Non-Performance Escalation Procedures			
5.8	Scope of Agreement			
5.9	Agreement Price and Payment			
5.10	Duties of Project Manager and Project Coordinator			
5.11	Inspection of Work and Acceptance by Town			
5.12	Risk of Loss			
5.13	Indemnification			
5.14	Insurance			
5.15	Warranties			
5.16	Termination			
5.17	Governing Law and Venue			
5.18	Notices			
5.19	Independent Contractor Status			
5.20	Force Majeure			
5.21	Severability			
5.22	Integration			
5.23	Successors and Assigns			
5.24	Annual Maintenance and Support Fees			
5.25	Federally Mandated Changes			
5.26	Programming Services			
5.27	Video Taping			

Agreement Terms and Conditions Compliance Checklist				
Section #	Title	Comply	Exception	Not Comply
5.28	Major Releases/Upgrades			
5.29	System Longevity			
5.30	Successor Software Products			
5.31	Conflict of Interest			
5.32	Intellectual Property			
5.33	Use of Licenses by Personnel Who are not Employees			
5.34	Disaster Recovery and Disaster Recovery Testing			
5.35	Right to Outsource			
5.36	Unlimited Liability for Software Vendor Infringement			
5.37	Vendor Merger or Acquisition			
5.38	Functionality Replacement			
5.39	Right to Return Modules			
5.40	Wording Conflicts			
5.41	Limitation of Liability			
5.42	Liquidated Damages			
5.43	Confidentiality			
5.44	Survival Clause			
5.45	Incorporation by Reference			

6.18 Contract Terms and Conditions Compliance Checklist – Exception Explanations

For all items marked as “Exception” in the Contract Terms and Conditions Compliance Checklist, a Vendor must fully explain the exception on the Exception Explanations form below.

Exception Explanations		
#	Title	Explanation of Exception



Date: 7/27/12
Re: Addendum #1
Project: Town of Jupiter RFP# UBS-2012-01
Issued by: Town of Jupiter, Utilities Department
From: Jennifer Williams

This addendum forms part of the Request for Proposals (RFP) and modifies Bidding and Contract Documents for the project named above.

Where any original item called for in the RFP is supplemented by this addendum #1, the supplemental requirements shall supersede the previous item.

Where any original item is amended, voided, or superseded hereby, the other provisions of such items not specifically amended, voided or superseded, shall remain in effect.

Included below, are the Town's response to questions received from potential vendors related to the RFP# UBS-2012-01:

Vendor Question		Response
1.	Will the Town accept responses for the Bill Services (print, eBill, IVR, etc.) portion only?	As per section 1.7 Expected Scope of System Solution of the RFP document, "The Town is requiring that responding vendors propose a complete solution, including software, hardware specifications, project management, and other technology services for the entire scope of the project that may or may not include components owned by the vendor."
2.	Has the City given consideration to a contract operation of the customer service and utility billing functions?	The Town is not considering a contract operation of the customer service and utility billing functions.
3.	Is the Town seeking an outside print/mail vendor for utility billing?	This will be considered and should be included as part of the complete proposed solution.



TOWN OF JUPITER

Town of Jupiter, FL
RFP # UBS-2012-01 – Addendum #1

4.	How many hardcopy bills are required monthly?	Currently the Town has 27,776 accounts; approximately 800 of those accounts require email notification only.
5.	Are PDF images also required? If so, in what quantity?	Yes; a PDF image would be required for our current 27,776 accounts.
6.	How often are bills to be printed/mailed (daily/weekly/monthly)?	Daily – Monday through Friday on a monthly cycle.
7.	What are the contents of the billing package? For example, is it a basic #10 package to include a single sheet with perforated return portion, outbound window envelope, remittance envelope? Or, are bills produced using a postcard format?	Currently the Town is using basic #10 package; The Town is open to offering a combination of formats depending on customer preference.
8.	Is it acceptable for the vendor to use its own permit/meters for postage?	This would be preferred.

End of Addendum 1



Date: 7/31/12
Re: Addendum #2
Project: Town of Jupiter RFP# UBS-2012-01
Issued by: Town of Jupiter, Utilities Department
From: Jennifer Williams

This addendum forms part of the Request for Proposals (RFP) and modifies Bidding and Contract Documents for the project named above.

Where any original item called for in the RFP is supplemented by this addendum #1, the supplemental requirements shall supersede the previous item.

Where any original item is amended, voided, or superseded hereby, the other provisions of such items not specifically amended, voided or superseded, shall remain in effect.

Included below, are the Town's response to questions received from potential vendors related to the RFP# UBS-2012-01:

Vendor Question		Response
1.	Can you please provide a call-in number for the pre-bid meeting scheduled for August 7 th at 10am.	As per section 2.8, Teleconferencing will be available. 866-782-5689 passcode: 8869333

End of Addendum 2



Date: 08/14/2012

Re: Addendum #3

Project: Town of Jupiter RFP# UBS-2012-01

Issued by: Town of Jupiter, Utilities Department

From: Jennifer Williams

This addendum forms part of the Request for Proposals (RFP) and modifies Bidding and Contract Documents for the project named above.

Where any original item called for in the RFP is supplemented by this addendum #3, the supplemental requirements shall supersede the previous item.

Where any original item is amended, voided, or superseded hereby, the other provisions of such items not specifically amended, voided or superseded, shall remain in effect.

Included below, are the Town's response to questions received from potential vendors related to the RFP# UBS-2012-01:

Vendor Question		Response		
1.	On page 20 of 102 – Summary of Key Transaction Volumes – User Information Do the numbers represent the total number of users or do they represent the number of concurrent users for the respective functions? If they represent the total number of users, can you provide the number of concurrent users?	User Information		
			Total	Concurrent
		Number of users:		
		Cash Receipting	25	20
		Utility Billing	350	20
		Work Orders	350	40
		Fleet & Equipment	25	6
		Facility Management	25	12
		Asset Management	25	16
2.	Have you had any demonstrations from Utility Billing vendors in the last 12 months? Is so, can you please share which vendor's products you have seen?	No.		



3.	Has the project budget been approved? If so, can you please share the budgeted amount?	The budget has not been approved by Council.
4.	Specifications.xlsx – General and Technical tab, Requirement 225 Ability to allow formatted output to be matched to printer device characteristics without intervention by the user. Can you please provide further explanation/example of what you are asking for in this requirement?	When sending documents (particularly forms) to the printer the software will be able to interpret the printer's characteristics and print out correctly without any intervention by the user.
5.	Does the City use an existing CRM system? If not, does the city have any plans to purchase a CRM system?	The Town does not currently use a CRM system. The Town will consider all systems that will fulfill the requirements specified in the RFP.
6.	Has the City already evaluated the Utility Billing and Work Order capabilities MUNIS?	This system has not yet been evaluated.
7.	Has the city seen any demonstrations from vendors for Utility Billing or Work Orders?	The Town had demonstrations in 2010/2011 for the replacement of the Enterprise Financial Management System, which included some demonstrations of the Utility Billing and Work Order modules. However, these modules were not the primary focus of those demonstrations.
8.	Can you provide any indication of budget allocated for this project?	See response to question # 3 above.

End of Addendum 3

Town of Jupiter, FL - Utility Billing Services & Enterprise Asset Management System Selection
Asset Management

Replace this text with vendor name in the first module.

Code	Availability Definition
Y	Functionality is provided out of the box through the completion of a task associated with a routine configurable area that includes, but is not limited to, user-defined fields, delivered or configurable workflows, alerts or notifications, standard import/export, table driven setups and standard reports with no changes. These configuration areas will not be affected by a future upgrade. The proposed services include implementation and training on this functionality, unless specifically excluded in the Statement of Work, as part of the deployment of the solution.
R	Functionality is provided through reports generated using proposed Reporting Tools.
T	Functionality is provided by proposed third party functionality (i.e., third party is defined as a separate software vendor from the primary software vendor). The pricing of all third party products that provide this functionality MUST be included in the cost proposal.
M	Functionality is provided through customization to the application, including creation of a new workflow or development of a custom interface, that may have an impact on future upgradability.
F	Functionality is provided through a future release that is to be available within 1 year of the proposal response.
N	Functionality is not provided.

4.2 - Asset Management

Replace this text with the primary product name(s) which satisfy requirements.

Objective: To optimally manage the physical assets to maximize the value.

Number	Application Requirements	Priority	Availability	Cost	Required Product(s)	Comments
1	System provides ability to identify multiple types of enterprise assets to inventory, including signs, pavement, traffic signals, sanitary, water, storm, street lighting, bridges, sidewalks, etc.	H			N/A	
2	Organization (Town of Jupiter, LRD, etc.)	H			N/A	
3	Area / Department / Division (i.e. Water, Sewer, Stormwater, Public Works, user defined, etc.)	H			N/A	
4	Location (i.e. water plant, EOC, room, floor, etc.)	H			N/A	
5	Asset Type/Class (i.e. Water main, signs, sidewalks, etc.)	H			N/A	
6	Asset Subclass (i.e. buildings, pumps, etc.)	-			N/A	
7	Asset ID	H			N/A	
8	Asset Tag	H			N/A	
9	Enabled	H			N/A	
10	Sub Type	H			N/A	
11	Diameter	H			N/A	
12	Material	H			N/A	
13	Source	H			N/A	
14	Notes	H			N/A	
15	Length	H			N/A	
16	Owner	H			N/A	
17	Delivery Date	H			N/A	
18	Active / Inactive	H			N/A	
19	Facility Type	H			N/A	
20	Facility Name	H			N/A	
21	Comments	H			N/A	
22	Unlimited other user defined fields	H			N/A	
23	Water Fitting	H			N/A	
24	Ancillary Role	H			N/A	
25	Fitting Type	H			N/A	

Priority

H - High | M - Medium | L - Low

1 of 56

Availability

Y - Yes | R - Reporting Tool | T - Third Party
M - Modification | F - Future | N - Not Available

Town of Jupiter, FL - Utility Billing Services & Enterprise Asset Management System Selection
Asset Management

4.2 - Asset Management			Replace this text with the primary product name(s) which satisfy requirements.			
Objective: To optimally manage the physical assets to maximize the value.						
Number	Application Requirements	Priority	Availability	Cost	Required Product(s)	Comments
26	Notes	H			N/A	
27	Rotation	H			N/A	
28	Rotation	H			N/A	
29	Manufacturer	H			N/A	
30	Hydrant Year	H			N/A	
31	GPS X coordinate	H			N/A	
32	GPS Y coordinate	H			N/A	
33	Ancillary Role	H			N/A	
34	Enabled	H			N/A	
35	Open Status	H			N/A	
36	Field ID	H			N/A	
37	Up Diameter	M			N/A	
38	Up Material	M			N/A	
39	Up Depth	M			N/A	
40	Up Comm	M			N/A	
41	Up Notes	M			N/A	
42	Up Invert	M			N/A	
43	Down Diameter	M			N/A	
44	Down Material	M			N/A	
45	Down Depth	M			N/A	
46	Down Comm	M			N/A	
47	Down Notes	M			N/A	
48	Down Invert	M			N/A	
49	Field ID	M			N/A	
50	Feature ID	M			N/A	
51	Function	M			N/A	
52	Material	M			N/A	
53	Depth	M			N/A	
54	System provides the ability to track the logistics and results of a Sewer video (TV) inspections, including the attachment of sewer video files (e.g. mpeg files)	H			N/A	
55	Source Delivery Date	H			N/A	
56	Slope	H			N/A	
57	Tree ID number	H			N/A	
58	Install Date	H			N/A	
59	Last Maintenance Date	H			N/A	
60	Last Inspection Date	H			N/A	
61	Street	H			N/A	
62	Address	H			N/A	
63	Tree site number	H			N/A	
64	Tree location (front or side)	H			N/A	
65	Species (common name)	H			N/A	

Priority
H - High | M - Medium | L - Low

2 of 56

Availability
Y - Yes | R - Reporting Tool | T - Third Party
M - Modification | F - Future | N - Not Available

Town of Jupiter, FL - Utility Billing Services & Enterprise Asset Management System Selection
Asset Management

4.2 - Asset Management			Replace this text with the primary product name(s) which satisfy requirements.			
Objective: To optimally manage the physical assets to maximize the value.						
Number	Application Requirements	Priority	Availability	Cost	Required Product(s)	Comments
66	Species (scientific name)	H			N/A	
67	DBH (diameter)	H			N/A	
68	Height	H			N/A	
69	Pruning cycle	H			N/A	
70	Insects	H			N/A	
71	Disease	H			N/A	
72	Condition	H			N/A	
73	Appraised value	H			N/A	
74	Location / Park #	H			N/A	
75	Overhead utilities (presence/absence)	H			N/A	
76	Terrace width	H			N/A	
77	Maintenance suggestions	H			N/A	
78	Approx. age at installation	H			N/A	
79	Injury/incident tracking	M			N/A	
80	Ability to track vendor repair costs associated with equipment repairs on work orders and for generating reports	H			N/A	
81	Ability to track equipment run time and be flexible to use either run hour, calendar time or pressure readings	H			N/A	
82	Ability to schedule preventative maintenance by using the following means:	-			N/A	
83	interval of day	H			N/A	
84	from date last completed	H			N/A	
85	from date schedules	H			N/A	
86	by meter hours	H			N/A	
87	by gauge reading	H			N/A	
88	by the labor class assigned to a task	H			N/A	
89	by the estimated hours to complete task	H			N/A	
90	Ability to include detailed instructions on how to perform the task	H			N/A	
91	Ability to associate parts from inventory to a piece of equipment	H			N/A	
92	Ability to associate parts from inventory to complete scheduled tasks	H			N/A	
93	Ability to associate task codes to each piece of equipment	H			N/A	
94	Ability to link assets together by a master id	H			N/A	
95	System capacity to track enterprise assets is not limited by the number of assets	H			N/A	
96	System allows authorized system users to establish unique field characterizes for each enterprise asset record type, including which fields are required vs. optional	H			N/A	
97	System provides capability for any geographic feature type in the organization's ESRI GIS to be configured as an asset.	H			N/A	
98	System provides ability to link and associate asset inventory to the related GIS asset record	H			N/A	
99	System provides functionality to evaluate operational cost of different maintenance scenarios over a period of time	H			N/A	

Town of Jupiter, FL - Utility Billing Services & Enterprise Asset Management System Selection
Asset Management

4.2 - Asset Management			Replace this text with the primary product name(s) which satisfy requirements.			
Objective: To optimally manage the physical assets to maximize the value.						
Number	Application Requirements	Priority	Availability	Cost	Required Product(s)	Comments
100	System provides functionality to schedule, manage and track enterprise asset maintenance schedules, programs and activities	H			N/A	
101	System provides for both reactive and preventative asset maintenance of geo-coded enterprise assets System integrates with ESRI GIS to expedite work order creation for enterprise assets	H			N/A	
102	System provides work scheduling features with the related reporting and integration to staff schedules	H			N/A	
103	System architecture allows for mobile access to system resources though field devices	H			N/A	
104	System provides functionality to assist with collecting and inventorying enterprise assets	H			N/A	
105	System provides functionality to manage asset inspections / maintenance	H			N/A	
106	System provides functionality to administer and track results of tests, inspections and permits on enterprise assets	H			N/A	
107	System provides functionality to track condition assessments, asset performance and track level of risk / priority	H			N/A	
108	System historical asset tracking includes maintenance and condition assessment data.	H			N/A	
109	System provides features to track asset inventory history through the lifetime of the asset.	H			N/A	
110	Ability to track each asset's condition, value, preventative maintenance schedule, and historical maintenance records to assist with GASB 34/35, CMOM (Capacity, Operations, Management and Maintenance) and NPDES (National Pollutant Discharge Elimination System) reporting.	H			N/A	
111	System assists asset management budgeting, providing features to assist with planning for maintenance management activities	H			N/A	
112	System integrates with GIS to assist with visualizing the location of capital cost information for geo-coded enterprise assets	H			N/A	
113	System's geobase is a centralized geobase database that is synchronized with existing organization's ESRI GIS architecture	H			N/A	
114	System provides referential integrity to the geobase database at the system database level (i.e. not via the client application)	H			N/A	
115	Ability to report/inquire on every field with sorting and grouping capabilities	H			N/A	
116	Ability to attach photos and or documents to equipment	H			N/A	
117	Ability to track assets by barcodes	H			N/A	

Town of Jupiter, FL - Utility Billing Services & Enterprise Asset Management System Selection

Cash Receipting

Replace this text with vendor name in the first module.

Code	Availability Definition
Y	Functionality is provided out of the box through the completion of a task associated with a routine configurable area that includes, but is not limited to, user-defined fields, delivered or configurable workflows, alerts or notifications, standard import/export, table driven setups and standard reports with no changes. These configuration areas will not be affected by a future upgrade. The proposed services include implementation and training on this functionality, unless specifically excluded in the Statement of Work, as part of the deployment of the solution.
R	Functionality is provided through reports generated using proposed Reporting Tools.
T	Functionality is provided by proposed third party functionality (i.e., third party is defined as a separate software vendor from the primary software vendor). The pricing of all third party products that provide this functionality MUST be included in the cost proposal.
M	Functionality is provided through customization to the application, including creation of a new workflow or development of a custom interface, that may have an impact on future upgradability.
F	Functionality is provided through a future release that is to be available within 1 year of the proposal response.
N	Functionality is not provided.

4.3 - Cash Receipting

Replace this text with the primary product name(s) which satisfy requirements.

Objective: Upgrading and centralizing the cash receipting and point-of-sale system to streamline the processing of revenues collected from the federal, state, individual citizens, and local businesses.

Number	Application Requirements	Priority	Availability	Cost	Required Product(s)	Comments
1	Daily Processing					
2	Ability to accept multiple payment types including:	-			N/A	
3	Cash	H			N/A	
4	Checks	H			N/A	
5	Credit cards	H			N/A	
6	Debit cards	M			N/A	
7	Money order	H			N/A	
8	Credit memo (internal)	L			N/A	
9	ACH	H			N/A	
10	EFT	H			N/A	
11	Internet e-payments	H			N/A	
12	Imported payment file	H			N/A	
13	Lock Box	H			N/A	
14	Other/Miscellaneous	H			N/A	
15	Ability to establish unique personnel identification numbers with authority to perform specific functions.	H			N/A	
16	Point-of-Sale (POS) System					
17	Ability to connect Point of sale (POS) terminals to the system within the departments where volume of transactions warrants the use.	H			N/A	
18	Ability to accommodate numerous P.O.S. terminals and consolidate all P.O.S. terminal receipts at day's end.	H			N/A	
19	Ability to use extensive on-line inquiry (via the P.O.S. terminal) and printout of customer account history and current balances.	H			N/A	
20	Ability to sort POS transactions by:	-			N/A	
21	Division/Department	H			N/A	
22	Date (or date range)	H			N/A	
23	Time (or time range)	H			N/A	
24	Transaction Type	H			N/A	

Priority

H - High | M - Medium | L - Low

5 of 56

Availability

Y - Yes | R - Reporting Tool | T - Third Party
M - Modification | F - Future | N - Not Available

Town of Jupiter, FL - Utility Billing Services & Enterprise Asset Management System Selection

Cash Receipting

4.3 - Cash Receipting			Replace this text with the primary product name(s) which satisfy requirements.			
Objective: Upgrading and centralizing the cash receipting and point-of-sale system to streamline the processing of revenues collected from the federal, state, individual citizens, and local businesses.						
Number	Application Requirements	Priority	Availability	Cost	Required Product(s)	Comments
25	Transaction Amount	H			N/A	
26	Ability to assign multiple operators per drawer/register.	H			N/A	
27	Ability to provide multiple drawer functionality.	H			N/A	
28	Ability to provide both cash register and cash drawer functions.	H			N/A	
29	Ability to accept over-the-counter cash register (i.e., point-of-sale-terminal) payments from multiple departments distributed around the organization.	H			N/A	
30	Ability to accept over-the-counter payments and generate appropriate credit.	H			N/A	
31	Ability to quickly access a menu of receivable types when accepting payments over-the-counter.	H			N/A	
32	Ability to quickly access a menu of charge code types when accepting payments over-the-counter.	H			N/A	
33	Ability to search by charge code/description when entering in a transaction.	H			N/A	
34	Ability to filter the list of AR and charge codes when processing a payment based on the user's location.	H			N/A	
35	Ability to restrict payment to cash only as directed by item alerts.	H			N/A	
36	Ability to validate cash by denomination on an individual transaction.	L			N/A	
37	Ability to calculate the amount of change due back from amount tendered.	H			N/A	
38	Ability to void all or part of a transaction independent of batch status.	M			N/A	
39	Ability for cash receipting solution to be certified to Check 21 compliance standards.	H			N/A	
40	Ability to image checks and associated attachments.	H			N/A	
41	Payment and Receipt Processing					
42	Ability to define batch payment creation (electronic Checks, over the counter, mail, etc.).	H			N/A	
43	Ability to include the following information on receipts for individual transactions:	-			N/A	
44	Name of entry clerk	H			N/A	
45	Customer Name	H			N/A	
46	A/R Account number	H			N/A	
47	G/L Account coding	H			N/A	
48	Description for the receipt	H			N/A	
49	Amount	H			N/A	
50	Check number (if payment by check)	H			N/A	
51	Tender Method (check, cash)	H			N/A	
52	Project or Grant Number	H			N/A	
53	Type of Credit Card (if applicable i.e. visa, mastercard, etc.)	H			N/A	
54	Ability to print receipts upon request at any point in time.	H			N/A	
55	Ability to print customer name, customer address and operator on receipts as well as allow an authorized signature.	H			N/A	
56	Ability to print user configurable comments and messages on the receipt.	H			N/A	

Priority

H - High | M - Medium | L - Low

6 of 56

Availability

Y - Yes | R - Reporting Tool | T - Third Party
M - Modification | F - Future | N - Not Available

Town of Jupiter, FL - Utility Billing Services & Enterprise Asset Management System Selection

Cash Receipting

4.3 - Cash Receipting			Replace this text with the primary product name(s) which satisfy requirements.			
Objective: Upgrading and centralizing the cash receipting and point-of-sale system to streamline the processing of revenues collected from the federal, state, individual citizens, and local businesses.						
Number	Application Requirements	Priority	Availability	Cost	Required Product(s)	Comments
57	Ability to track and search receipts by:	-			N/A	
58	Department	H			N/A	
59	Key Code / CR Type	H			N/A	
60	Amount Due	H			N/A	
61	Amount Paid	H			N/A	
62	Receipt Number/Document Number	H			N/A	
63	Terminal	H			N/A	
64	Clerk Name	H			N/A	
65	Entry Date	H			N/A	
66	Posting Date	M			N/A	
67	Time of Day	M			N/A	
68	Day of Week/Business Day	H			N/A	
69	Day of Month	H			N/A	
70	GL Account Receipted	H			N/A	
71	Type of Payment	H			N/A	
72	Type of Bill	H			N/A	
73	Customer/Type	H			N/A	
74	Customer (Number/Name)	H			N/A	
75	Deposit Reconciliation Location Code	H			N/A	
76	Bank Account	H			N/A	
77	Ability to see the full account description when processing a receipt.	H			N/A	
78	Ability to have an unlimited number of detail lines per receipt	M			N/A	
79	Ability to take receipts offline in the system when the main system is non operational (down for maintenance, etc.) and upload after the fact.	H			N/A	
80	Ability to specify the order in which receipts are processed against outstanding receivables with the option of overriding the order. This would include outstanding receivables across all modules.	M			N/A	
81	Ability to prepare receipts for departments without a point of sale terminal.	H			N/A	
82	Ability to customize detailed customer receipts, including but not limited to amount owed and received, type of payment, check number, account number, and transaction number.	H			N/A	
83	Ability to designate whether a transaction was post-marked on-time to remove potential interest that may be applied to the bill associated with that payment.	H			N/A	
84	Ability to place receipts on "hold" for subsequent release by finance staff.	M			N/A	
85	Ability to release "held" receipts based on user authorization.	M			N/A	
86	Ability to define security between users who are allowed to place receipts on "hold" and those that are allowed to "release" receipts.	M			N/A	
87	Ability to assign each transaction a unique receipt number which is auto-generated by the system.	H			N/A	
88	Ability for the receipt numbering system to automatically reset itself based on user defined parameters	H			N/A	

Priority

H - High | M - Medium | L - Low

7 of 56

Availability

Y - Yes | R - Reporting Tool | T - Third Party
M - Modification | F - Future | N - Not Available

Town of Jupiter, FL - Utility Billing Services & Enterprise Asset Management System Selection

Cash Receipting

4.3 - Cash Receipting			Replace this text with the primary product name(s) which satisfy requirements.			
Objective: Upgrading and centralizing the cash receipting and point-of-sale system to streamline the processing of revenues collected from the federal, state, individual citizens, and local businesses.						
Number	Application Requirements	Priority	Availability	Cost	Required Product(s)	Comments
89	Ability to have receipt number ranges or receipt number format “masks” to be associated to a department or user.	L			N/A	
90	Ability to have receipts remain fully editable until the time they are printed and posted.	H			N/A	
91	Ability to associate a receipt with the specific user who created it.	H			N/A	
92	Ability to void an unposted receipt.	H			N/A	
93	Ability to have 24 hour access to the system for receipt functionality (online payment & IVR)	H			N/A	
94	Ability to use Optical Character Recognition (OCR) or laser bar code readers for scanning receipted bills.	H			N/A	
95	Ability to centralize receipting of mailed checks.	H			N/A	
96	Ability to take payments and recognize revenue even when a receivable has not been established.	H			N/A	
97	Ability to, with proper authorization, have any customer pay any invoice of another customer	H			N/A	
98	Ability to apply a payment to multiple invoices or G/L accounts.	H			N/A	
99	Ability to accept mail-in payments via multiple batch entry	H			N/A	
100	Ability to accept partial payments to reduce receivable amounts.	H			N/A	
101	Ability to process credit memos.	H			N/A	
102	Ability to pay multiple bills with a single payment w/description	H			N/A	
103	Ability to accommodate multiple check/cash payments for single bill	H			N/A	
104	Ability to endorse/validate multiple checks, bills, and documents within a single transaction	H			N/A	
105	Ability to print account number and transaction number on checks receipted	H			N/A	
106	Ability to print magnetic inscription of amount receipted on checks	H			N/A	
107	Ability to accept full or partial payments and payments without prior bill. Accepts deposits, bonds, etc.	H			N/A	
108	Ability to support multiple depository bank accounts and create separate bank deposit slips.	H			N/A	
109	Ability to key in the following information:	-			N/A	
110	Receipt date (defaults to current date)	H			N/A	
111	User name (drawer)	H			N/A	
112	For each line item on the receipt the following information is entered: fund, amount, type (cash, credit card, check, etc.)	H			N/A	
113	Receipt total	H			N/A	
114	Ability to automatically allocate receipts to several accounts.	H			N/A	
115	Ability to enter comments (to be used internally) at time of receipt.	H			N/A	
116	Ability to define multiple payment types (i.e., EFT, money order) on the same transaction.	H			N/A	
117	Ability to reprint duplicate receipts.	H			N/A	
118	Ability to accept grant/bond revenues for distribution to appropriate accounts.	H			N/A	

Priority

H - High | M - Medium | L - Low

8 of 56

Availability

Y - Yes | R - Reporting Tool | T - Third Party
M - Modification | F - Future | N - Not Available

Town of Jupiter, FL - Utility Billing Services & Enterprise Asset Management System Selection

Cash Receipting

4.3 - Cash Receipting			Replace this text with the primary product name(s) which satisfy requirements.			
Objective: Upgrading and centralizing the cash receipting and point-of-sale system to streamline the processing of revenues collected from the federal, state, individual citizens, and local businesses.						
Number	Application Requirements	Priority	Availability	Cost	Required Product(s)	Comments
119	Ability to receipt, apply and refund performance and other types of bonds.	H			N/A	
120	Ability to provide pre-coded templates for ease of input.	H			N/A	
121	Ability to override who is making the payment versus the name on the account when processing a payment.	H			N/A	
122	Ability to inquire the lists of pre-coded transaction templates assigned to each department (i.e. department X receipts against GL account code Y for the Z transaction).	H			N/A	
123	Ability to automatically retrieve account information including amount owed from scanned bills. User only has to "key in" amount paid, if different from amount owed.	H			N/A	
124	Ability to prompt user at time of entry/scan that the account being receipted to has had a history of bad checks.	H			N/A	
125	Ability to perform online entry of remittance information by the department as payment is received, including account distribution.	H			N/A	
126	On-Line Payment Processing					
127	System has the ability to process on-line payments made via:	-			N/A	
128	Credit Cards / Debit Cards	H			N/A	
129	Electronic Funds Transfer (EFT)	H			N/A	
130	Electronic Checks	H			N/A	
131	System is capable of processing recurring on-line payments.	H			N/A	
132	Ability to perform Electronic Transaction Receipting (includes Internet E-payments).	H			N/A	
133	Deposits					
134	Ability to track and maintain customer draw down accounts / retainers where customer pre-pays (e.g., deposits, escrows, pre-pays, impact certificates) and as transactions occur/services provided, the balance is adjusted down.	H			N/A	
135	Ability to have multiple individual receipts per deposit.	H			N/A	
136	Ability to perform after-the-fact adjustments to deposits w/approvals.	H			N/A	
137	Ability for Finance to check validity of deposits.	H			N/A	
138	Direct Deposits					
139	Ability to process direct deposits and match them with the relevant customer invoice.	H			N/A	
140	Ability to cancel any direct deposit payment.	H			N/A	
141	Ability to enter a reason code to enter a reason for canceling the direct deposit payment.	H			N/A	
142	Credit Card Processing					
143	Solution conforms to Payment Card Industry (PCI) standards and has received PA-DSS certification.	H			N/A	
144	Ability to generate credit card authorizations.	H			N/A	
145	Ability to print credit card receipts with authorization number.	H			N/A	
146	Ability to support credit card refunds.	H			N/A	

Priority

H - High | M - Medium | L - Low

9 of 56

Availability

Y - Yes | R - Reporting Tool | T - Third Party
M - Modification | F - Future | N - Not Available

Town of Jupiter, FL - Utility Billing Services & Enterprise Asset Management System Selection

Cash Receipting

4.3 - Cash Receipting			Replace this text with the primary product name(s) which satisfy requirements.			
Objective: Upgrading and centralizing the cash receipting and point-of-sale system to streamline the processing of revenues collected from the federal, state, individual citizens, and local businesses.						
Number	Application Requirements	Priority	Availability	Cost	Required Product(s)	Comments
147	Ability to support multiple Merchant ID for each physical location for accepting credit cards.	H			N/A	
148	Closing, Balancing and Depositing					
149	Ability to close registers at the end of the day to a holding area until they are later approved and posted. Summary information is posted to the G/L with drill down capabilities and the detail receipt information posted to the individual modules.	H			N/A	
150	Ability to provide detail to support daily closing at the department/cash register level and monthly bank account reconciliation at the overall level.	H			N/A	
151	Ability to balance cash drawers at any point in time.	H			N/A	
152	Ability to distinguish among cash, check or credit card payment and to provide separate totals at days end to assist in balancing the drawer.	H			N/A	
153	Ability to summarize and post daily cash receipts by validated General Ledger account.	H			N/A	
154	Ability to assign a department to a batch and change the department on the batch without closing the batch.	L			N/A	
155	Ability for tenders within a batch to have different deposit references by tender type.	H			N/A	
156	Ability to settle batches individually versus all open batches.	H			N/A	
157	Ability to edit on-line and correct transaction errors prior to posting with proper authorization.	H			N/A	
158	Ability to enter cash count of bills for each denomination for individual receipt balancing.	H			N/A	
159	Ability to balance cash/checks for each receipt prior to release.	H			N/A	
160	Ability to enter check list for individual receipt balancing.	L			N/A	
161	Ability to support multiple depository bank accounts and create separate bank deposit slips.	H			N/A	
162	Ability to assign a bank deposit reconciliation code with each user.	L			N/A	
163	Ability to print deposit ticket with appropriate deposit reconciliation code.	M			N/A	
164	Ability to assign a bank bag number to each deposit slip.	L			N/A	
165	Ability to provide end-of-day check list by user detailing each check included in a deposit.	H			N/A	
166	Ability to provide end-of-day cash report for balancing and deposit purposes.	H			N/A	
167	Ability to process NSF checks as a reversal to the original revenue posting.	H			N/A	
168	Interfaces					
169	Ability to provide Centralized Cashiering functionality that will receipt payments for Utility Billing customers and update the appropriate receivable accounts	H			N/A	
170	Ability to have integration with electronic signature receipt devices	H			N/A	
171	Reporting					
172	Ability to search and report on historical cash receipts by any field captured within the receipt.	H			N/A	

Priority

H - High | M - Medium | L - Low

Availability

Y - Yes | R - Reporting Tool | T - Third Party
M - Modification | F - Future | N - Not Available

Town of Jupiter, FL - Utility Billing Services & Enterprise Asset Management System Selection

Cash Receipting

4.3 - Cash Receipting			Replace this text with the primary product name(s) which satisfy requirements.			
Objective: Upgrading and centralizing the cash receipting and point-of-sale system to streamline the processing of revenues collected from the federal, state, individual citizens, and local businesses.						
Number	Application Requirements	Priority	Availability	Cost	Required Product(s)	Comments
173	Ability to create a Daily Receipts Detail Report.	H			N/A	
174	Ability to create an aging report of receipts on Hold.	L			N/A	
175	Ability to create a User/P.O.S. Terminal Productivity Report, showing number of transactions processed per day, by operator, by P.O.S. terminal, and by transaction type. Shows average time to process a transaction.	M			N/A	
176	Ability to create a Bank Reconciliation Report, listing amounts deposited into each account, and total deposits compared with cash receipts for that date.	H			N/A	
177	Ability to create a Bank Totals Report, Showing Bank Code, Bank Number, Bank Name and Address, and Deposit Amount.	H			N/A	
178	Ability to create a Detailed Receipt Report, Showing Receipt number, entry date, user name, notes, receipt type, payment method. Within receipt type, the report shows the GL Note, GL number, bank code, and amount. Run by department, sorted by payment method.	H			N/A	
179	Ability to report based on user defined period-to-date; summary or detail.	H			N/A	
180	Ability to provide a deposit recap report.	H			N/A	
181	Ability to create a Revenue Report, by account and/or by department. Shows current period receipts and expenses, monthly budget, YTD budget, YTD received, remaining and total budget.	H			N/A	
182	Ability to create an Audit Trail of all receipts and postings for a user-specified time period. Includes transaction number of each receipt and G/L transaction.	H			N/A	

Priority

H - High | M - Medium | L - Low

Availability

Y - Yes | R - Reporting Tool | T - Third Party
M - Modification | F - Future | N - Not Available

Town of Jupiter, FL - Utility Billing Services & Enterprise Asset Management System Selection
Facilities Management

Replace this text with vendor name in the first module.

Code	Availability Definition
Y	Functionality is provided out of the box through the completion of a task associated with a routine configurable area that includes, but is not limited to, user-defined fields, delivered or configurable workflows, alerts or notifications, standard import/export, table driven setups and standard reports with no changes. These configuration areas will not be affected by a future upgrade. The proposed services include implementation and training on this functionality, unless specifically excluded in the Statement of Work, as part of the deployment of the solution.
R	Functionality is provided through reports generated using proposed Reporting Tools.
T	Functionality is provided by proposed third party functionality (i.e., third party is defined as a separate software vendor from the primary software vendor). The pricing of all third party products that provide this functionality MUST be included in the cost proposal.
M	Functionality is provided through customization to the application, including creation of a new workflow or development of a custom interface, that may have an impact on future upgradability.
F	Functionality is provided through a future release that is to be available within 1 year of the proposal response.
N	Functionality is not provided.

4.4 - Facilities Management

Replace this text with the primary product name(s) which satisfy requirements.

Objective: To enable real-time collaboration on work orders, work requests, scheduled action items, asset management, and preventive maintenance scheduling.

Number	Application Requirements	Priority	Availability	Cost	Required Product(s)	Comments
1	System can track and report on building contents and related values throughout all Town facilities for risk management purposes	H			N/A	
2	System has considerations for environmental "green" features such as facility heat and cooling controls	H			N/A	
3	System can be used to track "non-inventoried" asset / equipment items (i.e. Computer equipment, non-licensed vehicles) per department / division and location for risk management purposes	H			N/A	
4	Must have the ability to manage and maintain facilities; track complaints, requests and inspections and generate works orders.	H			N/A	
5	System utilizes user-defined tables and codes to enable departments to customize their requirements for information on work requests directed to them.	H			N/A	
6	System provides capability of storing parts lists by both tasks and facilities.	M			N/A	
7	System provides a means to track maintenance history/repairs and cost on labor/materials/vendors used on facility work order jobs.	H			N/A	
8	System provides ability to track the number of hours on a particular type of maintenance activity over a period of time.	H			N/A	
9	System allows Town to record any object, area or structure as a facility.	H			N/A	
10	System provides work request functionality and functions to schedule work for that facility.	H			N/A	
11	System provides functionality to record activities associated with planned and unplanned events as a facility such as art festivals, community nights, etc.	H			N/A	
12	System provides ability to store the following information on a facility:	-			N/A	
13	Facility ID	H			N/A	
14	Facility name	H			N/A	
15	Address	H			N/A	
16	Dimensional information	H			N/A	

Priority

H - High | M - Medium | L - Low

12 of 56

Availability

Y - Yes | R - Reporting Tool | T - Third Party
M - Modification | F - Future | N - Not Available

Town of Jupiter, FL - Utility Billing Services & Enterprise Asset Management System Selection

Facilities Management

4.4 - Facilities Management			Replace this text with the primary product name(s) which satisfy requirements.			
Objective: To enable real-time collaboration on work orders, work requests, scheduled action items, asset management, and preventive maintenance scheduling.						
Number	Application Requirements	Priority	Availability	Cost	Required Product(s)	Comments
17	Tenants	H			N/A	
18	Square footage per tenant	M			N/A	
19	Departments	H			N/A	
20	Cost / square footage	H			N/A	
21	Rent	H			N/A	
22	Facility contents	H			N/A	
23	Date built	H			N/A	
24	Modification dates and costs	H			N/A	
25	Inspection dates	H			N/A	
26	Utility usage and costs by type (sewer, water, electrical)	H			N/A	
27	Up to 10 user-defined fields	H			N/A	
28	When recording large or detailed facilities, system provides ability to create separate facility records for each component, floor, or section that makes up the large facility. - Parent / child relationships (components and sub-components) supported	H			N/A	
29	System supports use of the parent facility feature to group these component facilities into vertical and logical relationships.	H			N/A	
30	System provides ability to support attachment of documents such as drawings, quotes, emails, etc.(jpg, bmp, doc, etc.) to a facility	H			N/A	
31	System provides ability to support attachment of documents such as drawings, quotes, emails, etc. (jpg, bmp, doc, etc.) to each component level of a facility	H			N/A	
32	System provides ability to define preventative maintenance schedules for each component level of a facility. System has capability to accommodate adjustments to schedule based on actual completion dates.	H			N/A	
33	System provides ability to create work request and job order estimates to help plan for requested work from the facilities maintenance module.	H			N/A	
34	System provides ability to report on maintenance by facility or facility family.	H			N/A	
35	System provides ability to schedule work requests to facilities individually by selecting the appropriate facility ID on the request.	H			N/A	
36	When projects are created that are associated with a facility, the project is set-up in the project accounting system. Activity associated with the work order will be created in the work order system.	H			N/A	
37	Fixed assets associated with a facility can be updated.	H			N/A	
38	Inventory associated with a facility can be updated.	H			N/A	
39	Ability to track facility cost activity which ties back to a budgeted amount for maintenance on a facility.	H			N/A	
40	The interface to the inventory system will use the appropriate lead-times in the inventory module to allow the generation of purchase orders associated with a parts list defined for that work order.	M			N/A	
41	Able to define preventive maintenance tasks for specific facilities based on scheduled dates, metered use, or both.	H			N/A	

Priority

H - High | M - Medium | L - Low

13 of 56

Availability

Y - Yes | R - Reporting Tool | T - Third Party
M - Modification | F - Future | N - Not Available

Town of Jupiter, FL - Utility Billing Services & Enterprise Asset Management System Selection

Facilities Management

4.4 - Facilities Management			Replace this text with the primary product name(s) which satisfy requirements.			
Objective: To enable real-time collaboration on work orders, work requests, scheduled action items, asset management, and preventive maintenance scheduling.						
Number	Application Requirements	Priority	Availability	Cost	Required Product(s)	Comments
42	Uses the recurring maintenance features to schedule these tasks at the appropriate times.	H			N/A	
43	Each scheduled task creates a separate work request and job order automatically.	H			N/A	
44	Available employees are defined in the system, and work orders for facilities track employee and related costs (by integrating to Payroll/HR) assigned.	H			N/A	
45	Results from inspections (from Development Services / Inspection module) must have the ability to generate resulting work orders as appropriate, should no current work order for that activity exist	H			N/A	
46	Able to store associate parts lists with each preventive maintenance task. Each parts list can include specific material and equipment requirements for the task being performed or facility being maintained.	M			N/A	
47	Facility Equipment					
48	System provides capabilities to maintains a Service History related to each equipment item including:	-			N/A	
49	Service Type Code	H			N/A	
50	Date	H			N/A	
51	Service Provider/Mechanic	H			N/A	
52	Costs/Hours Worked	H			N/A	
53	Back-in-Service Date	H			N/A	
54	Job Order #	H			N/A	
55	Problem, Cause, Corrective Action fields	H			N/A	
56	Comments	H			N/A	
57	The facility equipment master file records the following information, for which each field is searchable:	-			N/A	
58	Location or Department	H			N/A	
59	Room Number	H			N/A	
60	Availability Status (out-of-service, replaced, in-service)	H			N/A	
61	Ownership Status (own, lease, purchase, on loan)	H			N/A	
62	Purchase Date	H			N/A	
63	Model Number	H			N/A	
64	Serial Number	H			N/A	
65	Equipment Type	H			N/A	
66	Equipment/Tag ID Number (user or system assigned) - Minimum of 4 alpha-numeric characters and user-defined	H			N/A	
67	Equipment Brand, Model, and Manufacturer	H			N/A	
68	Vendor Purchased From	M			N/A	
69	Purchase Order Number	M			N/A	
70	Purchase Price	M			N/A	
71	Trade in value	H			N/A	
72	Sale value	H			N/A	
73	Parent/Child Relationships	H			N/A	

Priority

H - High | M - Medium | L - Low

14 of 56

Availability

Y - Yes | R - Reporting Tool | T - Third Party
M - Modification | F - Future | N - Not Available

Town of Jupiter, FL - Utility Billing Services & Enterprise Asset Management System Selection

Facilities Management

4.4 - Facilities Management			Replace this text with the primary product name(s) which satisfy requirements.			
Objective: To enable real-time collaboration on work orders, work requests, scheduled action items, asset management, and preventive maintenance scheduling.						
Number	Application Requirements	Priority	Availability	Cost	Required Product(s)	Comments
74	Inspection/Maintenance Cycles	H			N/A	
75	Multiple Preventive Maintenance Parameters (miles, months, hours, number of runs, user-defined, e.g., oil)	H			N/A	
76	Total Time-in-Service	H			N/A	
77	Expected Next Inspection/Maintenance (months, hours or miles)	H			N/A	
78	Expected Replacement Date	H			N/A	
79	Internal Rental Rate	M			N/A	
80	Warranty Expiration Date	H			N/A	
81	Customer Number (for external billing)	M			N/A	
82	Warranty Information	H			N/A	
83	Warranty Expiration Date	H			N/A	
84	In the equipment database, system has the ability to attach documents, etc.	H			N/A	
85	System has the ability to schedule maintenance and replacement	H			N/A	
86	Integration/Interfaces					
87	Facilities Management module is integrated to other software modules, including	-			N/A	
88	Work Order	H			N/A	
89	Request for Service	H			N/A	
90	Fleet & Equipment	H			N/A	
91	Asset Management	H			N/A	
92	System provides standard functionality to link to the Town's ESRI GIS software platform to display the location of the facility to the user as well as the different layers of infrastructure (i.e. building diagram, pipes, etc.)	H			N/A	
93	System provides standard functionality to interface with the Town's Exchange email / calendaring system to properly schedule and assign requests for service	H			N/A	
94	Principal Reports / Inquiries					
95	Budget Report which identifies budgeted amounts by facility and actual amounts expended over a user-specified time period.	H			N/A	
96	Master List of facilities.	H			N/A	
97	Facility Maintenance Report including all associated costs.	H			N/A	
98	Facilities Activity Report.	H			N/A	
99	Utility Usage by Facility Report (including water and sewer).	H			N/A	
100	Average Downtime by Equipment	H			N/A	
101	Work Order totals by Year by Equipment or Maint. Code, etc.	H			N/A	
102	Work Orders by Cost Center &/or Maint. Code	H			N/A	
103	Preventative Maintenance History	H			N/A	
104	Labor History	H			N/A	
105	Equipment History	H			N/A	
106	Preventative Maintenance Types & tasks	H			N/A	
107	Other Functionality					
108	Work order records support attachments such as photos and letters	H			N/A	

Priority

H - High | M - Medium | L - Low

15 of 56

Availability

Y - Yes | R - Reporting Tool | T - Third Party
M - Modification | F - Future | N - Not Available

Town of Jupiter, FL - Utility Billing Services & Enterprise Asset Management System Selection
Facilities Management

4.4 - Facilities Management			Replace this text with the primary product name(s) which satisfy requirements.			
Objective: To enable real-time collaboration on work orders, work requests, scheduled action items, asset management, and preventive maintenance scheduling.						
Number	Application Requirements	Priority	Availability	Cost	Required Product(s)	Comments
109	System provides a “light” interface for use / deployment on wireless network attached handheld (PDA) devices	H			N/A	
110	Facility maintenance screens include memo and comment fields	H			N/A	

Town of Jupiter, FL - Utility Billing Services & Enterprise Asset Management System Selection
Fleet and Equipment Management

Replace this text with vendor name in the first module.

Code	Availability Definition
Y	Functionality is provided out of the box through the completion of a task associated with a routine configurable area that includes, but is not limited to, user-defined fields, delivered or configurable workflows, alerts or notifications, standard import/export, table driven setups and standard reports with no changes. These configuration areas will not be affected by a future upgrade. The proposed services include implementation and training on this functionality, unless specifically excluded in the Statement of Work, as part of the deployment of the solution.
R	Functionality is provided through reports generated using proposed Reporting Tools.
T	Functionality is provided by proposed third party functionality (i.e., third party is defined as a separate software vendor from the primary software vendor). The pricing of all third party products that provide this functionality MUST be included in the cost proposal.
M	Functionality is provided through customization to the application, including creation of a new workflow or development of a custom interface, that may have an impact on future upgradability.
F	Functionality is provided through a future release that is to be available within 1 year of the proposal response.
N	Functionality is not provided.

4.5 - Fleet and Equipment Management

Replace this text with the primary product name(s) which satisfy requirements.

Objective: A comprehensive fleet management software system for managing vehicle maintenance and improving the City's operational process.

Number	Application Requirements	Priority	Availability	Cost	Required Product(s)	Comments
1	System tracks all Town-owned vehicles, by department / division, for all fleet maintenance functions.	H			N/A	
2	Ability to maintain a schedule of registration / reservation information for each equipment item, to assist with scheduling of pooled vehicles	M			N/A	
3	Ability to track non-vehicle equipment	H			N/A	
4	Ability to handle preventative maintenance schedules, work orders and track costs for fleet operations	H			N/A	
5	Ability to access work orders from a shop floor workstation to enable mechanics to access assigned work orders and update status of work performed.	L			N/A	
6	System provides ability to track operator profile information within the Fleet and Equipment module, including certifications, license, accident and incident information	M			N/A	
7	Interfaces & Integrations					
8	Ability to interface with Town's FuelTrak fueling system	H			N/A	
9	System provides integration with other software modules of the system, including:	H			N/A	
10	Work Order	H			N/A	
11	Facilities Management	H			N/A	
12	Ability to meet all Federal & State of Florida reporting requirements for operational costs and safety requirements	H			N/A	
13	System provides preventative maintenance functionality integrated with the work order module	H			N/A	
14	Ability to import and export data from Excel and Access Databases.	H			N/A	
15	System provides an interface for use / deployment on wireless network attached handheld (PDA) devices	M			N/A	
16	Other Functionality					
17	System has the ability to schedule maintenance and replacement	H			N/A	

Priority

H - High | M - Medium | L - Low

Availability

Y - Yes | R - Reporting Tool | T - Third Party
M - Modification | F - Future | N - Not Available

Town of Jupiter, FL - Utility Billing Services & Enterprise Asset Management System Selection
Fleet and Equipment Management

4.5 - Fleet and Equipment Management			Replace this text with the primary product name(s) which satisfy requirements.			
Objective: A comprehensive fleet management software system for managing vehicle maintenance and improving the City's operational process.						
Number	Application Requirements	Priority	Availability	Cost	Required Product(s)	Comments
18	Work order records support attachments such as photos and letters	H			N/A	
19	In the vehicle database, system has the ability to attach pictures, etc.	H			N/A	
20	Ability to set pre-defined equipment usage rates, such as hourly, fuel and commercial	H			N/A	
21	Ability to setup project codes by department by vehicle	H			N/A	
22	System provides equipment usage history inquiry and reporting features	H			N/A	
23	Warranty tracking and alerts are available and configurable in the system	H			N/A	
24	Fleet module allows for tracking, reporting and analysis of vehicle accident details and statistics	M			N/A	
25	Ability to track vehicle/equipment use history by Dept. & Division, including:	-			N/A	
26	Mileage, Hours, Calendar, and User-Defined	H			N/A	
27	Total Time-in-Service	H			N/A	
28	Cost of Operation (labor, parts, outsourced services, fuel)	H			N/A	
29	Operator	H			N/A	
30	System provides functionality to track, monitor and report on fuel usage history	H			N/A	
31	Accommodates multiple prioritization classification schemes for preventive maintenance services.	H			N/A	
32	On-line preventive maintenance checklists are available in the system and can vary by frequency of inspection/maintenance cycle. For example, the inspector can be prompted to change the oil and lube the chassis every 3,000 miles, while battery changes and tire replacement are scheduled every 12 months. Off-road equipment scheduling by machines. Special maintenance scheduled by user-defined parameters.	H			N/A	
33	Able to store associate parts lists with each preventive maintenance task. Each parts list can include specific material and equipment requirements for the task being performed.	H			N/A	
34	Fleet					
35	System provides capabilities to maintains a Service History related to each fleet item including:	-			N/A	
36	Service Type Code	H			N/A	
37	Requestor	H			N/A	
38	Date	H			N/A	
39	Service Provider/Mechanic	H			N/A	
40	Claims history/Accidents and descriptions	H			N/A	
41	Costs/Hours Worked	H			N/A	
42	Back-in-Service Date	H			N/A	
43	Job Order #	H			N/A	
44	Vehicle Ref. # assigned by Fleet Staff	H			N/A	

Priority

H - High | M - Medium | L - Low

18 of 56

Availability

Y - Yes | R - Reporting Tool | T - Third Party
M - Modification | F - Future | N - Not Available

Town of Jupiter, FL - Utility Billing Services & Enterprise Asset Management System Selection
Fleet and Equipment Management

4.5 - Fleet and Equipment Management			Replace this text with the primary product name(s) which satisfy requirements.			
Objective: A comprehensive fleet management software system for managing vehicle maintenance and improving the City's operational process.						
Number	Application Requirements	Priority	Availability	Cost	Required Product(s)	Comments
45	Vehicle Equipment # assigned automatically and sequentially by fleet software.	M			N/A	
46	Problem, Cause, Corrective Action fields	H			N/A	
47	Comments	H			N/A	
48	User defined fields	H			N/A	
49	System provides the ability to compare ongoing costs to revenue for each piece of equipment to assist with establishing a equipment billing rate	H			N/A	
50	System provides the ability to calculate the ratio of repair cost to vehicle/equipment value and notify user if needed repair will exceed a pre-set (user-determined) percentage of vehicle/equipment value.	H			N/A	
51	System can accommodate billing for equipment usage based on a equipment rate. Overhead rates are accommodated.	H			N/A	
52	System has the ability to convert work order activity into a equipment billing	H			N/A	
53	System provides reports that specifically focus on / identify vehicles/equipment with comparatively excessive repairs/operating costs to other similar items in the same classification.	H			N/A	
54	The system maintains a master file on:	-			N/A	
55	Vehicles	H			N/A	
56	Equipment	H			N/A	
57	The fleet equipment master file records the following information, for which each field is searchable:	-			N/A	
58	Location or Department	H			N/A	
59	Availability Status (out-of-service, replaced, in-service)	H			N/A	
60	Ownership Status (own, lease, purchase, on loan)	H			N/A	
61	Purchase Date	H			N/A	
62	VIN Number	H			N/A	
63	Serial Number	H			N/A	
64	Vehicle/Equipment Type	H			N/A	
65	Vehicle/Equipment ID Number (user or system assigned) - Minimum of 3 digits and user-defined Vehicle ID with alpha-numeric capability.	H			N/A	
66	Equipment Brand, Model, and Manufacturer	H			N/A	
67	Vendor Purchased From	H			N/A	
68	Purchase Order Number	H			N/A	
69	Purchase Price	H			N/A	
70	Trade in value	H			N/A	
71	Sale value	H			N/A	
72	Depreciated value	H			N/A	
73	Sale Date and Price	H			N/A	
74	Parent/Child Relationships	H			N/A	
75	Inspection/Maintenance Cycles	H			N/A	
76	Multiple Preventive Maintenance Parameters (miles, months, hours, number of runs, user-defined, e.g., oil)	H			N/A	

Town of Jupiter, FL - Utility Billing Services & Enterprise Asset Management System Selection
Fleet and Equipment Management

4.5 - Fleet and Equipment Management			Replace this text with the primary product name(s) which satisfy requirements.			
Objective: A comprehensive fleet management software system for managing vehicle maintenance and improving the City's operational process.						
Number	Application Requirements	Priority	Availability	Cost	Required Product(s)	Comments
77	Mileage and Total Time-in-Service	H			N/A	
78	Expected Next Inspection/Maintenance (months, hours or miles)	H			N/A	
79	Expected Replacement Date	M			N/A	
80	Internal Rental Rate	H			N/A	
81	Warranty Expiration Date	M			N/A	
82	Customer Number (for external billing)	H			N/A	
83	Multiple user defined fields	H			N/A	
84	Equipment can be assigned to user defined classifications and sub-classifications	H			N/A	
85	System provides ability to retain and edit status and activity history for the entire life of the vehicle.	H			N/A	
86	System provides ability to update vehicle ID number and have on-line records auto-update accordingly.	M			N/A	
87	System provides ability to purge master file and history for equipment sold	H			N/A	
88	System defaults fields automatically fill if keyed information is redundant.	H			N/A	
89	System allows users to pre-define fleet tasks that can be selected when developing a demand work order or preventative maintenance schedule	H			N/A	
90	Ability to list all the equipment associated with a vehicle	H			N/A	
91	Ability to search the fleet for all vehicles that have a specific piece of equipment associated	H			N/A	
92	Principal Reports					
93	Ability to create trend reporting with graphical displays	H			N/A	
94	User defined reports, easy ability to query the system.	H			N/A	
95	System provides all Federal reporting requirements including FTA requirements for reporting hours worked on vehicles and vehicle maintenance	H			N/A	
96	System tracks all data necessary and provides exportable Institute of Government Annual Survey report	M			N/A	
97	All reporting should be in summary, and detail	H			N/A	
98	Performance Measurement Reporting	H			N/A	
99	Equipment listing with model year, description, replacement cost, actual value by Department & Division for Risk Management insurance requirements.	H			N/A	
100	Scheduled and Demand Maintenance reporting	H			N/A	
101	Inventory Control Report by maintenance part number, showing parts used, frequency of use (over a user-specified time), and quantity on hand	H			N/A	
102	Problem/Exception Report, listing vehicles/equipment with below average MPG, excessive service times, excessive repair costs (replacement parts), etc.	H			N/A	
103	Expected Replacement Report, including historical costs	H			N/A	
104	Preventative Maintenance Compliance Reporting, indicating actual deviations from planned schedules	H			N/A	
105	Weekly and Monthly Mileage & Fuel Consumption Report by vehicle, Department & Division.	H			N/A	

Town of Jupiter, FL - Utility Billing Services & Enterprise Asset Management System Selection
Fleet and Equipment Management

4.5 - Fleet and Equipment Management			Replace this text with the primary product name(s) which satisfy requirements.			
Objective: A comprehensive fleet management software system for managing vehicle maintenance and improving the City's operational process.						
Number	Application Requirements	Priority	Availability	Cost	Required Product(s)	Comments
106	Inspection/Maintenance Schedule by week, month, year. Ability to print a listing of the upcoming scheduled inspections/maintenance. List item, location, and contact person.	H			N/A	
107	Past-Due Inspection/Maintenance List.	H			N/A	
108	Inspection/Maintenance Reports.	H			N/A	
109	Maintenance History Report by vehicle, showing servicing per miles or hours of use, costs, and labor hours over a user-specified time period.	H			N/A	
110	Vehicle Billing Report, including labor, parts, outsourced costs, and fuel, by equipment/vehicle.	H			N/A	
111	Equipment/Vehicle Listing by location, ID number, age, fleet, department, inspection/maintenance date scheduled, brand or manufacturer, and cost of operation.	H			N/A	
112	Revenue / Expense by Vehicle including overhead and depreciation	H			N/A	
113	Year to date, month to date and life to date Vehicle Cost Report	H			N/A	
114	Active Equipment list by Year	H			N/A	
115	Equipment due for PM	H			N/A	
116	Active Equipment by mileage	H			N/A	
117	CDL, Medical certificate, DOT and other expirations	M			N/A	
118	Daily Labor Report	H			N/A	
119	Accidents by Date and Operator	H			N/A	
120	Work order Expenses by Date & Department	H			N/A	
121	Vehicles under warranty	H			N/A	
122	Work order Detail Reports	H			N/A	
123	Inventory Detail Reports	H			N/A	
124	Fuel Detail Reports	H			N/A	

Town of Jupiter, FL - Utility Billing Services & Enterprise Asset Management System Selection

General and Technical

Replace this text with vendor name in the first module.

Code	Availability Definition
Y	Functionality is provided out of the box through the completion of a task associated with a routine configurable area that includes, but is not limited to, user-defined fields, delivered or configurable workflows, alerts or notifications, standard import/export, table driven setups and standard reports with no changes. These configuration areas will not be affected by a future upgrade. The proposed services include implementation and training on this functionality, unless specifically excluded in the Statement of Work, as part of the deployment of the solution.
R	Functionality is provided through reports generated using proposed Reporting Tools.
T	Functionality is provided by proposed third party functionality (i.e., third party is defined as a separate software vendor from the primary software vendor). The pricing of all third party products that provide this functionality MUST be included in the cost proposal.
M	Functionality is provided through customization to the application, including creation of a new workflow or development of a custom interface, that may have an impact on future upgradability.
F	Functionality is provided through a future release that is to be available within 1 year of the proposal response.
N	Functionality is not provided.

4.6 - General and Technical

Replace this text with the primary product name(s) which satisfy requirements.

Objective: To ensure that the application operates consistently and to the technical standards.

Number	Application Requirements	Priority	Availability	Cost	Required Product(s)	Comments
1	Documentation					
2	Ability to provide online software documentation for all software application modules.	H			N/A	
3	Ability to provide an on-line tutorial to assist users learning the software.	M			N/A	
4	Ability to provide all vendor supplied software that is accompanied by sufficient technical documentation to enable comprehensive understanding of its internal structure and operating procedures.	H			N/A	
5	Ability to provide Release Notes that document changes between version releases. These documents must be written in a fashion that is easily understandable by the end user. The format of the Release Notes must be conducive to analyzing which changes effect the organization.	H			N/A	
6	Ability to provide a copy of the database schema.	H			N/A	
7	Ability to provide step by step instructions for functions to accomplish tasks (i.e. creating a work order, adding a new customer, creating a final bill, etc.)	H			N/A	
8	Help System					
9	Ability to provide a menu-driven system with comprehensive utility and "help" screen capabilities at the field and the page level.	H			N/A	
10	Ability to provide field-level and screen level help throughout the application that can be customized by trained users.	M			N/A	
11	Online Vendor Customer Support Portal					
12	Ability to provide a portal solution to the access various on-line information regarding the vendor's solution including:	-			N/A	
13	Knowledge base of user documentation	H			N/A	
14	Release notes	H			N/A	

Priority

H - High | M - Medium | L - Low

Availability

Y - Yes | R - Reporting Tool | T - Third Party
M - Modification | F - Future | N - Not Available

Town of Jupiter, FL - Utility Billing Services & Enterprise Asset Management System Selection

General and Technical

4.6 - General and Technical			Replace this text with the primary product name(s) which satisfy requirements.			
Objective: To ensure that the application operates consistently and to the technical standards.						
Number	Application Requirements	Priority	Availability	Cost	Required Product(s)	Comments
15	Other documentation including formats for interfaces/exports/imports	M			N/A	
16	Ability to provide a portal solution that allows users to submit enhancement requests and system bugs on-line that allows for tracking of progress on individual items.	H			N/A	
17	Ability to provide a portal solution that allows users to query on specific items that they have submitted.	H			N/A	
18	Ability to provide an on-line active user community for posting questions and sharing information.	H			N/A	
19	Provides an active online user directory of existing customers and applications that they are currently running	H			N/A	
20	Error Processing					
21	Ability to log error messages and store for future review and reporting. Error messages should be meaningful to the user versus being of a technical nature.	H			N/A	
22	Ability to allow user defined reporting from the error log.	H			N/A	
23	Ability to allow the system administrator or designated end-users to view the error log on-line to provide support for the users.	H			N/A	
24	Ability to perform error checking to verify the quality of the information being entered and that system balances are maintained.	H			N/A	
25	Ability to turn on/off error logging functionality within the system.	H			N/A	
26	Forms Processing					
27	Ability to generate forms in using Microsoft Office Suite and/or Adobe Acrobat.	H			N/A	
28	Ability to use blank paper stock exclusively (i.e., system generates forms on blank paper, routing & check numbers on blank check paper, etc.).	H			N/A	
29	Ability for trained users to customize forms without the need for Vendor assistance. Customized forms will be able to be incorporated into future vendor releases.	H			N/A	
30	Ability to select any printer to print forms without vendor intervention	H			N/A	
31	Security and Auditing					
32	Ability to use Active Directory (AD) as the source for security credentials. AD shall be used as the primary authentication level for user sign-on into the system for an on premise solution	H			N/A	
33	Ability to use Active Directory (AD) as the source for security credentials. AD shall be used as the primary authentication level for user sign-on into the system for an ASP solution	H			N/A	
34	Ability to authenticate to multiple AD domains.	H			N/A	
35	Ability to restrict access for add/update/view/delete at the transaction level.	H			N/A	
36	Ability to deliver security in a layered format (i.e. data, database, application, network physical).	H			N/A	
37	Ability to deliver system security that includes security logging into the system.	H			N/A	
38	Ability to restrict a user's access to specific screens.	H			N/A	

Priority

H - High | M - Medium | L - Low

23 of 56

Availability

Y - Yes | R - Reporting Tool | T - Third Party
M - Modification | F - Future | N - Not Available

Town of Jupiter, FL - Utility Billing Services & Enterprise Asset Management System Selection

General and Technical

4.6 - General and Technical			Replace this text with the primary product name(s) which satisfy requirements.			
Objective: To ensure that the application operates consistently and to the technical standards.						
Number	Application Requirements	Priority	Availability	Cost	Required Product(s)	Comments
39	Ability to provide predefined templates based on common roles (i.e. customer service representative, billing clerk, manager, etc.) and allow for editing/customizing	H			N/A	
40	Ability to provide security at the record level.	H			N/A	
41	Ability to configure security access to restrict a user's access to individual fields.	H			N/A	
42	Ability to restrict user access to fields based on a certain range.	H			N/A	
43	Ability to log all file changes in a detailed permanent audit trail, by user ID, based on user login.	H			N/A	
44	Ability to provide role based and class based system security; must be configurable and must establish rules for editing.	H			N/A	
45	Ability to have locks on time/date stamp with limited and audited override authority.	H			N/A	
46	Ability for an administrator to change a user's status to inactive.	H			N/A	
47	Ability to support electronic/digital signatures.	H			N/A	
48	Ability to trace the source of all transactions at both terminal and ID user levels.	H			N/A	
49	Ability to identify users making inquiries or extracting reports from key databases.	H			N/A	
50	Ability to support the encryption of data communications between the client and the server.	H			N/A	
51	Ability to support the encryption of stored data in the database.	H			N/A	
52	Ability to define specific user access to processes, icons, screens, reports, records and code tables based on individual and group profiles.	H			N/A	
53	Ability to restrict a user's access to records meeting certain criteria (i.e., certain divisions).	H			N/A	
54	Ability to apply security restrictions to report writer utilities.	H			N/A	
55	Ability to apply security restrictions to global update functions.	H			N/A	
56	Ability to apply security restrictions to all ODBC and OLE activities.	H			N/A	
57	Ability to differentiate access between ability to view versus update for specific data elements.	H			N/A	
58	Ability to restrict the accessing of security configuration and audit logs.	H			N/A	
59	Standard system functionality restricts System Administrator account from performing transactions on the system.	H			N/A	
60	Ability to require both user ID and password to access system functionality.	H			N/A	
61	Ability to provide password security which will automatically restrict access after a specified number of erroneous attempts to access.	H			N/A	
62	Ability to ensure that system password settings are "customizable" (based upon the nature of threats to the data residing in the system. Management should be able to set the complexity levels for passwords as appropriate.)	H			N/A	

Priority

H - High | M - Medium | L - Low

Availability

Y - Yes | R - Reporting Tool | T - Third Party
M - Modification | F - Future | N - Not Available

Town of Jupiter, FL - Utility Billing Services & Enterprise Asset Management System Selection

General and Technical

4.6 - General and Technical			Replace this text with the primary product name(s) which satisfy requirements.			
Objective: To ensure that the application operates consistently and to the technical standards.						
Number	Application Requirements	Priority	Availability	Cost	Required Product(s)	Comments
63	Ability to ensure that system password expiration settings are "flexible" (higher privileged accounts should have passwords which expire every 30-60 days while lesser privileged accounts expire every 60-90 days).	H			N/A	
64	Ability to restrict reuse of system passwords for a specifiable period of time.	H			N/A	
65	Ability to enforce minimum password lengths.	H			N/A	
66	Ability to reject a password if it does not meet established password editing & checking criteria that help ensure that the password will not be one that is easily guessed.	H			N/A	
67	Ability for users to reset their own password.	H			N/A	
68	Ability to monitor concurrent users to the database.	H			N/A	
69	Ability to automatically log off an inactive user.	H			N/A	
70	Ability for system to require re-authentication after a specified period of non use.	H			N/A	
71	Ability to ensure that system passwords are suppressed during entry (***** appear instead of the clear-text representation of the password when logging in).	H			N/A	
72	Ability to track the relevant audit trails and allow "drill down to the source" functionality to review the history of all changes to the data.	H			N/A	
73	Ability to "audit" (can track specific actions performed).	H			N/A	
74	Ability to produce an audit report for reconciliation of future date effective transactions.	H			N/A	
75	Ability to allow management to review the system administrator's activities.	H			N/A	
76	Ability to provide a "flexible" system audit (can be configured to audit based upon "criticality levels" identified by management for each action performed within the system).	H			N/A	
77	Ability to provide audit reporting that is "user friendly" (audit reports are not "cryptic", they are easy to understands and act upon).	H			N/A	
78	Ability to trace transactions through the system using audit reports.	H			N/A	
79	Provides PCI compliance throughout the system	H			N/A	
80	Provides Red Flag compliance throughout the system	H			N/A	
81	Archiving					
82	Ability to provide an archiving solution for all data elements which provide configuration options for archiving schedules.	H			N/A	
83	System design provides an “archive” environment for historical data.	H			N/A	
84	Integration and Interfacing					
85	Ability to import / export non-configuration data (e.g. transaction data) to/from a common data interchange format (e.g. ASCII, XML, CSV, etc.)	H			N/A	
86	Ability to import / export configuration data to/from a common data interchange format (e.g. ASCII, XML, CSV, etc.)	H			N/A	
87	Ability for all data import functions in the system to observe all pre-set data validation rules to enforce data / database integrity	H			N/A	

Priority

H - High | M - Medium | L - Low

25 of 56

Availability

Y - Yes | R - Reporting Tool | T - Third Party
M - Modification | F - Future | N - Not Available

Town of Jupiter, FL - Utility Billing Services & Enterprise Asset Management System Selection

General and Technical

4.6 - General and Technical			Replace this text with the primary product name(s) which satisfy requirements.			
Objective: To ensure that the application operates consistently and to the technical standards.						
Number	Application Requirements	Priority	Availability	Cost	Required Product(s)	Comments
88	Ability to support web services as a means of real-time data exchange with other applications.	H			N/A	
89	Ability to import data into master files (meter readings, meter information (longitude/latitude and sequencing, etc.).	H			N/A	
90	Ability to provide utilities to assist in data conversion.	H			N/A	
91	Ability to apply security restrictions to all imports performed by a user.	H			N/A	
92	Ability to attach multiple documents / images to a single transaction and have that attachment flow with the transaction	H			N/A	
93	Integration with all other application modules on the same processor for custom report creation	H			N/A	
94	Ability to interface with Microsoft Office 2010 applications (Word, Excel, Project, Outlook, etc.)	H			N/A	
95	Ability to interface with ESRI ArcGIS suite of products for all location based applications (work orders, utility billing, asset management, fleet, facilities, request for service, etc.)	H			N/A	
96	System Installation					
97	Ability to provide capabilities for system to be deployed with an "agentless client" (i.e. no software on the desktop).	H			N/A	
98	Ability to retain user preferences when installing new releases of the vendor's software.	H			N/A	
99	Ability to support the following environments during system implementation including: DEV, TEST, TRAIN, LIVE.	H			N/A	
100	Ability to customize the amount of data transferred between environments.	H			N/A	
101	Ability to provide a configuration management solution to allow for easy management of moving data and programs between the various environments.	H			N/A	
102	System Operations and Administration					
103	Ability for application to be operated in a hosted environment (ASP option).	H			N/A	
104	Ability to supply various utilities to facilitate file maintenance, data manipulation, and backup/recovery. These may include, but are not limited to, sorts, file generators, and file-to-file copying utilities.	H			N/A	
105	Ability for system to include the appropriate administrative and programming toolsets to configure, modify and customize the software applications.	M			N/A	
106	Ability for the software vendor(s) to have the facilities to diagnose and maintain the application software and database remotely.	H			N/A	
107	Ability for the vendor to provide ongoing software maintenance and new software releases periodically to meet all State and Federal requirements at no additional charge (included in the m & s contract).	H			N/A	
108	Ability to remain on-line and inquire into multiple applications for extended periods of time.	H			N/A	
109	Ability to scroll forward and back during inquiry.	H			N/A	

Priority

H - High | M - Medium | L - Low

Availability

Y - Yes | R - Reporting Tool | T - Third Party
M - Modification | F - Future | N - Not Available

Town of Jupiter, FL - Utility Billing Services & Enterprise Asset Management System Selection

General and Technical

4.6 - General and Technical			Replace this text with the primary product name(s) which satisfy requirements.			
Objective: To ensure that the application operates consistently and to the technical standards.						
Number	Application Requirements	Priority	Availability	Cost	Required Product(s)	Comments
110	Technical Standards & Preferences - Applies to ALL products being proposed by the vendor.					
111	Ability to provide system components that operate under a web services solution environment.	H			N/A	
112	Ability to provide a system that operates under a Service Oriented Architecture (SOA) environment.	H			N/A	
113	Ability to use existing computers and printers.	H			N/A	
114	Ability to use multiple browsers (IE, Firefox, etc.)	H			N/A	
115	Ability to use a windows 7 platform.	H			N/A	
116	Ability to support server virtualization.	H			N/A	
117	Ability to support desktop virtualization	H			N/A	
118	Data Management					
119	Ability for all informational data elements tracked to be maintained in a (SQL Server) ODBC-compliant integrated database to allow efficient data sharing, customized report writing, and automated posting.	H			N/A	
120	Ability to add user defined data fields to meet changing requirements.	H			N/A	
121	Ability for system to interact with the relational database and offer robust querying and online analysis tools that do not require programming knowledge, allowing users to pick and choose fields, link tables, and establish criteria.	H			N/A	
122	Ability to log all on-line input and provide the ability to recover the data files to the point of the last transaction in the event of a programming or system failure. This process should minimize user involvement.	H			N/A	
123	Ability to access tables from other systems using both SQL and non-SQL data sources.	H			N/A	
124	Ability to support referential integrity through the use of data definitions.	H			N/A	
125	Ability to create database integrity constraints that match the business rules enforced by the system through the modules code.	H			N/A	
126	Ability for the database to allow for data access in a seamless manner even though the data may physically reside on another server.	H			N/A	
127	Ability to flag specific information as confidential, and redact it, so that it is not provided out to the public with open records requests.	H			N/A	
128	User Interface					
129	Ability for system to ensure that all features and functions within the application will be available and operate identically regardless of the user interface that is used (i.e., web-based or client-based).	H			N/A	

Priority

H - High | M - Medium | L - Low

27 of 56

Availability

Y - Yes | R - Reporting Tool | T - Third Party
M - Modification | F - Future | N - Not Available

Town of Jupiter, FL - Utility Billing Services & Enterprise Asset Management System Selection

General and Technical

4.6 - General and Technical			Replace this text with the primary product name(s) which satisfy requirements.			
Objective: To ensure that the application operates consistently and to the technical standards.						
Number	Application Requirements	Priority	Availability	Cost	Required Product(s)	Comments
130	Ability to ensure that the software complies with accessibility standards. To comply with the Americans with Disabilities Act (ADA), Information technology must be accessible to people with disabilities. And the information technology's accessibility level must comply with accessibility standards set forth in Section 508 of the Rehabilitation Act. Section 508 requires that Federal agencies' electronic and information technology is accessible to people with disabilities	L			N/A	
131	Ability to ensure that the software applications provide functionality for or are compatible with third party industry standard (Lunar, Supernova, Zoom Text, Magic) screen magnification products to enlarge the print on the computer screen and configure print size, contrast and color selection for blind users. Please note third party product compatibility in Comment field.	L			N/A	
132	Ability for the software applications to provide functionality for or are compatible with third party industry standard (Hal, JAWS for Windows, Windows Eyes, etc.) screen reading software (used to operate a speech synthesizer, which voices the contents of a computer screen) for blind users. Please note third party product compatibility in Comment field	L			N/A	
133	Ability for system to provide a Web-based interface that uses "point and click" device functionality to choose between pull down menus and options.	H			N/A	
134	Ability for system to ensure a consistent use of command keys and screen layouts across the application.	H			N/A	
135	Ability for system to allow multiple screens to be open simultaneously within the same session.	H			N/A	
136	Ability to allow any screen to be modified to use the customized terminology.	H			N/A	
137	Ability to allow unused data elements to be removed, hidden or modified to conform to existing practices without compromising the ability to perform system updates that will result in these changes being lost.	H			N/A	
138	Ability to modify pull down menus and pick lists, with proper security authorization.	H			N/A	
139	Ability for system to display all dollar amounts formatted with dollar signs and commas.	H			N/A	
140	Data Entry & Transaction Processing					
141	Ability to control entry of data to ensure user enters data into all required fields on the screen.	H			N/A	
142	Ability to have data entry fields automatically default to a specific value (e.g., date fields should default to current date).	H			N/A	
143	Ability to perform batch data entry of transactions with batch totals.	H			N/A	
144	Ability for system to provide data entry transaction templates (i.e. work orders, meter information, etc.), with custom defined fields as a default.	H			N/A	
145	Ability for system architecture to support distributed data entry by authorized users.	H			N/A	
146	Ability to configure tabbing order on all data entry screens.	H			N/A	

Priority

H - High | M - Medium | L - Low

28 of 56

Availability

Y - Yes | R - Reporting Tool | T - Third Party
M - Modification | F - Future | N - Not Available

Town of Jupiter, FL - Utility Billing Services & Enterprise Asset Management System Selection

General and Technical

4.6 - General and Technical			Replace this text with the primary product name(s) which satisfy requirements.			
Objective: To ensure that the application operates consistently and to the technical standards.						
Number	Application Requirements	Priority	Availability	Cost	Required Product(s)	Comments
147	Ability to “auto fill” fills in field level information (i.e. – customer name, state, etc.).	H			N/A	
148	Ability for back-ups or other transactions in one module to not block, delay, or otherwise interfere with transactions in other modules.	H			N/A	
149	Ability for the system, excluding complete system backup activities, to be available 24 hours a day.	H			N/A	
150	System provides record locking functionality which only allow viewing, and query access to system records by users, while a user is making edits to the record	H			N/A	
151	Ability for system to provide free form comments fields for all transactions – prior to posting, after the fact (multiple un-editable comments with user stamping and date stamping)	H			N/A	
152	Central Document / Transaction Workflow Engine					
153	Ability to provide workflow functionality, automating business processes within the system that can be controlled and managed by a trained end-user. This workflow includes routing based on roles defined in the system and assigned to each user and rules determining how a process is handled and works consistently across all module areas and user interfaces within the application.	H			N/A	
154	Ability to set up workflows to allow for multiple levels of approvals and notifications	H			N/A	
155	System provides audit trail history of approvals.	H			N/A	
156	Ability to set ad hoc approval rule for individual transactions.	H			N/A	
157	Ability to provide workflow functionality that allows users to lookup a transaction and see the status in an approval tree.	H			N/A	
158	Ability to provide workflow functionality that is role based such that departments can perform approvals in a “person independent” manner.	H			N/A	
159	Ability to provide tickler / reminder functionality throughout the system that could be set to trigger based on certain events (e.g., more than 2 weeks have passed and you are responsible for completing this step, contract is going to expire soon, etc.). Optionally, be able to trigger a standard email to be sent through e-mail system.	H			N/A	
160	Ability to provide the same workflow rules and engine regardless of the user interface that is used (i.e., web-based or client-based interface).	H			N/A	
161	Ability to provide workflow functionality that allows a user to enter in an unlimited amount of text indicating the reason for the rejection and allows for complete viewing of this text by the user receiving the rejection notice.	H			N/A	
162	Ability to provide workflow functionality that allows a user to forward workflow items for a user-designated period of time to another user who will act as a surrogate in being able to review, approve and reject all workflow items in the first user's absence.	H			N/A	

Priority

H - High | M - Medium | L - Low

29 of 56

Availability

Y - Yes | R - Reporting Tool | T - Third Party
M - Modification | F - Future | N - Not Available

Town of Jupiter, FL - Utility Billing Services & Enterprise Asset Management System Selection

General and Technical

4.6 - General and Technical			Replace this text with the primary product name(s) which satisfy requirements.			
Objective: To ensure that the application operates consistently and to the technical standards.						
Number	Application Requirements	Priority	Availability	Cost	Required Product(s)	Comments
163	Ability to provide workflow functionality that allows for items to be put into workflow with a combination of parallel or sequential approvals.	H			N/A	
164	Ability to provide workflow functionality such that in a parallel approval the following options are possible: * All users must approve an item before moving to the next step * One user must approve an item before moving to the next step * Rejection by only one of the users will push the workflow back to the previous step. * Previous step of process is locked once approval is authorized	H			N/A	
165	Ability to provide workflow functionality that allows for reporting on how long each step in a workflow is taking to perform.	H			N/A	
166	Ability to provide workflow functionality with the following options when reviewing an item: * Approve * Forward * Hold * Reject	H			N/A	
167	Ability to provide workflow functionality that allows for notification of the results of a workflow step to be sent to a user via email or be viewable internally within the application. The type of notification (email or internal to application) can be customizable for each individual user.	H			N/A	
168	Ability to provide workflow functionality that allows for users receiving workflow updates via email to click on a link provided within the email that takes the user to the appropriate area within the application to perform the next steps on that workflow.	H			N/A	
169	Address Management					
170	Ability to support a standard naming convention including segments for all addresses within the system.	H			N/A	
171	Ability to maintain separate components for an address record including:	H			N/A	
172	House number	H			N/A	
173	Direction	H			N/A	
174	Street name	H			N/A	
175	Street suffix	H			N/A	
176	Post direction	H			N/A	
177	Unit	H			N/A	
178	City	H			N/A	
179	State	H			N/A	
180	Zip code + 4	H			N/A	
181	Country	H			N/A	
182	User defined fields	M			N/A	
183	Ability to accommodate foreign addresses	H			N/A	

Priority

H - High | M - Medium | L - Low

30 of 56

Availability

Y - Yes | R - Reporting Tool | T - Third Party
M - Modification | F - Future | N - Not Available

Town of Jupiter, FL - Utility Billing Services & Enterprise Asset Management System Selection

General and Technical

4.6 - General and Technical			Replace this text with the primary product name(s) which satisfy requirements.			
Objective: To ensure that the application operates consistently and to the technical standards.						
Number	Application Requirements	Priority	Availability	Cost	Required Product(s)	Comments
184	Ability to support a single customer record that is not duplicated within the system.	H			N/A	
185	Ability to enforce address standards to ensure consistency with master address list	H			N/A	
186	Ability for addresses to support the USPS standard.	H			N/A	
187	Standard system functionality provides ability to import master City/State/ZIP file from a 3rd party (US Post Office) and validate addresses with the system against it. Also defaults City and State, if ZIP is entered.	H			N/A	
188	Reporting and Printing					
189	Ability to provide an Executive Information System (EIS) that allows for management to have a real-time snapshot of performance based on key defined metrics.	H			N/A	
190	System should include an easy to use report generator, with all tables downloadable to spreadsheet for ad hoc reporting.	H			N/A	
191	Ability to add or delete new fields by which on line inquiries can be made.	H			N/A	
192	Ability for system to provide a reporting environment that satisfies a number of different users needs and levels of reporting sophistication.	H			N/A	
193	Ability for system to have an integrated report writer with the following features:	-			N/A	
194	Report Writer capability with file organization structure consistent between all application modules	H			N/A	
195	Flexible report formatting capabilities	H			N/A	
196	Mailing list and label generation capability	H			N/A	
197	Ability to retrieve information from multiple tables / files	H			N/A	
198	Ability to specify desired subtotal breaks and totaling fields	H			N/A	
199	Ability to obtain reports in different sort sequences	H			N/A	
200	Ability to calculate percentages	H			N/A	
201	Ability to calculate averages	H			N/A	
202	Ability to make minor alterations to previously defined reports.	H			N/A	
203	Ability to prepare / print reports from any billing period and across periods.	H			N/A	
204	Ability to set up menus of created reports for easy access and printing	H			N/A	
205	Option available to send report to the screen, a printer, or to a file.	H			N/A	
206	"Wildcard" and/or "Keyword" capability to allow easy accessing of a range of values when creating reports	H			N/A	
207	Ability to quickly access a range or set of accounts for report creation by specifying a utility and/or account type	H			N/A	
208	Sequentially numbered pages on reports	H			N/A	
209	Shows current date and reports "as of" date and time	H			N/A	
210	Data fields include commas, decimal points, dollar signs, +/- signs, etc. and are right or left justified as appropriate	H			N/A	
211	Ability to select any department (or cost center) or range(s) of departments (or cost centers) for inclusion or exclusion in/from reports	H			N/A	

Priority

H - High | M - Medium | L - Low

31 of 56

Availability

Y - Yes | R - Reporting Tool | T - Third Party
M - Modification | F - Future | N - Not Available

Town of Jupiter, FL - Utility Billing Services & Enterprise Asset Management System Selection

General and Technical

4.6 - General and Technical			Replace this text with the primary product name(s) which satisfy requirements.			
Objective: To ensure that the application operates consistently and to the technical standards.						
Number	Application Requirements	Priority	Availability	Cost	Required Product(s)	Comments
212	Ability to "drill down" allowing a user to begin with a summary level screen / online report and inquire on progressively more detailed (i.e., source) transactions.	H			N/A	
213	Ability to provide a simple, easy drill down / drill around – with minimal keystrokes.	H			N/A	
214	Ability to output electronically (file or diskette) to all governmental entities as required by law.	H			N/A	
215	Ability for reports to be scheduled to run (i.e. to PDF).	H			N/A	
216	Ability to execute reports with an "as of" date.	H			N/A	
217	Ability to allow end users to directly print reports and inquiry screens to printer, without cumbersome use of a "print queue".	H			N/A	
218	Ability to allow search criteria on reports to be not-exact matches, partials, or similar (e.g., soundex).	H			N/A	
219	Ability to automatically route reports via a workflow.	H			N/A	
220	Ability to provide system-wide search and reporting functionality for keyword search, across all master and transaction records, to assist with fulfilling Open Records Requests.	H			N/A	
221	Ability for system to allow users to perform inquiries and searches by any field available for data entry.	H			N/A	
222	Ability to reprint reports, checks, or bills with restart capability when reports, checks, or bills being printed are interrupted.	H			N/A	
223	Ability to print all reports to laser printers (in either portrait or landscape format)	H			N/A	
224	Ability for system to provide report formats that are developed to maximize data available on a page while still being readable.	H			N/A	
225	Ability to allow formatted output to be matched to printer device characteristics without intervention by the user.	H			N/A	
226	Ability to provide utilities for the user to choose delivery of a print job to an appropriate printer.	H			N/A	
227	Ability for a user to specify which printer will print a specific report.	H			N/A	
228	Ability to print screen contents (format and data) of each display.	H			N/A	
229	Ability to print inquiry and data entry screens directly to a printer from the data entry or inquiry screen.	H			N/A	
230	Ability to report/query on all fields including user defined fields	H			N/A	

Priority

H - High | M - Medium | L - Low

32 of 56

Availability

Y - Yes | R - Reporting Tool | T - Third Party
M - Modification | F - Future | N - Not Available

Town of Jupiter, FL - Utility Billing Services & Enterprise Asset Management System Selection

Request for Service

Replace this text with vendor name in the first module.

Code	Availability Definition
Y	Functionality is provided out of the box through the completion of a task associated with a routine configurable area that includes, but is not limited to, user-defined fields, delivered or configurable workflows, alerts or notifications, standard import/export, table driven setups and standard reports with no changes. These configuration areas will not be affected by a future upgrade. The proposed services include implementation and training on this functionality, unless specifically excluded in the Statement of Work, as part of the deployment of the solution.
R	Functionality is provided through reports generated using proposed Reporting Tools.
T	Functionality is provided by proposed third party functionality (i.e., third party is defined as a separate software vendor from the primary software vendor). The pricing of all third party products that provide this functionality MUST be included in the cost proposal.
M	Functionality is provided through customization to the application, including creation of a new workflow or development of a custom interface, that may have an impact on future upgradability.
F	Functionality is provided through a future release that is to be available within 1 year of the proposal response.
N	Functionality is not provided.

4.7 - Request for Service

Replace this text with the primary product name(s) which satisfy requirements.

Objective: To provide a centralized repository to track, manage, and administer requests for service (RFS), which allows for decentralized entry and limited access by citizens and constituents.

Number	Application Requirements	Priority	Availability	Cost	Required Product(s)	Comments
1	Module Interface Requirements					
2	System provides a central Request for Service function that is fully interfaced with the following modules:	-			N/A	
3	Utility Billing	H			N/A	
4	Work Orders	H			N/A	
5	Fleet	H			N/A	
6	Equipment	H			N/A	
7	Displays other nearby RFS with the same category	H			N/A	
8	Ability for a RFS to be directly associated with a GIS location in the Organization's ESRI GIS application	H			N/A	
9	System provides standard functionality to interface with the Organization's email / calendaring system to properly schedule and assign requests for service	H			N/A	
10	Ability to attach photos or documents to the request	H			N/A	
11	Ability to update contact information (i.e. email address, phone number, etc.) on the utility billing customer master file from the request.	H			N/A	
12	System Functional Requirements					
13	RFS form can be duplicated and modified so that each department can use a unique, applicable screen.	H			N/A	
14	Automatically numbers each RFS.	H			N/A	
15	For each RFS, ability to record, inquire and report on the following:	-			N/A	
16	RFS Number/Code (system generated)	H			N/A	
17	Request Type	H			N/A	
18	Requestor Type (e.g. resident, non, business, employee, etc.)	H			N/A	
19	Requestor contact info (e.g. name, address, phone, email)	H			N/A	
20	Requestor's best time to call	H			N/A	

Priority

H - High | M - Medium | L - Low

Availability

Y - Yes | R - Reporting Tool | T - Third Party
M - Modification | F - Future | N - Not Available

Town of Jupiter, FL - Utility Billing Services & Enterprise Asset Management System Selection

Request for Service

4.7 - Request for Service			Replace this text with the primary product name(s) which satisfy requirements.			
Objective: To provide a centralized repository to track, manage, and administer requests for service (RFS), which allows for decentralized entry and limited access by citizens and constituents.						
Number	Application Requirements	Priority	Availability	Cost	Required Product(s)	Comments
21	Multiple dates related to the request (e.g. date received (system generated), date entered, date requested, etc.)	H			N/A	
22	Location of request	H			N/A	
23	Address of request (multiple)	H			N/A	
24	Location of problem including intersection and block	H			N/A	
25	Description of issue	H			N/A	
26	Indication if contact is a follow up request	H			N/A	
27	Category of issue	H			N/A	
28	Priority Code	H			N/A	
29	Response to issue	H			N/A	
30	Date/time the request was responded to or action was taken	H			N/A	
31	Responded by (e.g. department, employee, etc.)	H			N/A	
32	Comments	H			N/A	
33	Status Code (e.g. configurable status codes such as: entered, in process, responding, completed, closed, reassigned)	H			N/A	
34	During RFS entry, system displays other RFS's from the requestor	H			N/A	
35	System provides ability to track "internal comments" on RFS, that do not print on any report or show on web-interface	H			N/A	
36	RFS entry screen is configurable to default fields based on type of request.	H			N/A	
37	Accommodates a user-definable, alpha-numeric type of RFS code.	H			N/A	
38	Security available on-line to restrict access to authorized users.	H			N/A	
39	Provides functionality to establish and configure standard RFS categories	H			N/A	
40	System tracks "typical follow up duration" per RFS category, and displays it during RFS entry, allowing staff to realistically set expectations with constituent	H			N/A	
41	System has the ability to check for duplicate entry of RFS, when entering a new one by checking user defined fields such as the "issue", customer requesting, etc.	M			N/A	
42	Ability for staff to compare the current incoming RFS to others already in the database by geographic area, type code, requester, or date.	H			N/A	
43	Ability to generate an e-mail and/or phone call to notify intended responders.	H			N/A	
44	Maintains full audit trail of entries and changes to status codes, responders, dates, locations, etc.	H			N/A	
45	System provides a highly configurable workflow engine that allows for multiple-step routing, default responsibilities based on RFS category, audit logging and reporting of activities, proactive communication based on a queuing system	H			N/A	
46	System provides functionality to allow for re-assignment of RFS to other users and provides notifications to those users	H			N/A	
47	System provides option to each user as to what their preferred method of notification is for RFS items assigned to them: e-mail or system queue	H			N/A	
48	System allows for partial completion of RFS	H			N/A	

Priority

H - High | M - Medium | L - Low

34 of 56

Availability

Y - Yes | R - Reporting Tool | T - Third Party
M - Modification | F - Future | N - Not Available

Town of Jupiter, FL - Utility Billing Services & Enterprise Asset Management System Selection

Request for Service

4.7 - Request for Service			Replace this text with the primary product name(s) which satisfy requirements.			
Objective: To provide a centralized repository to track, manage, and administer requests for service (RFS), which allows for decentralized entry and limited access by citizens and constituents.						
Number	Application Requirements	Priority	Availability	Cost	Required Product(s)	Comments
49	Accommodates numerous requestors, location addresses (e.g., who called, where problem is, etc.), or location descriptions for each RFS.	H			N/A	
50	Based on a pre-set time limit (in hours, days, or weeks), system automatically prompts user who was assigned (as well as supervisors) the RFS that no action has been taken (i.e., the RFS is still open).	H			N/A	
51	System separates "issue" from RFS – multiple RFS can relate to the same issue – parent / child relationships can be defined (e.g. water line break)	H			N/A	
52	System provides the ability to assign an "orphan" RFS with an existing issue	H			N/A	
53	RFS can be associated with a project code	H			N/A	
54	Confirmation letters can optionally be generated from the system, that can be sent to the initiator of the RFS	H			N/A	
55	System provides functionality to establish categories of complaints	H			N/A	
56	RFS history retains RFS status (related to splits and combines)	H			N/A	
57	Citizen naming tools that show similar citizens when typing	M			N/A	
58	System tracks a "communications log" based on each interaction related to an RFS	H			N/A	
59	System provides ability to reopen and modify closed RFS'	H			N/A	
60	System provides ability to attach supporting documents (.html, .pdf, .doc,.jpg, etc.) to RFS records	H			N/A	
61	Ability to have user defined performance measurements based on a variety of fields (i.e. date/time issued, date/time responded, date/time resolved, etc.)	H			N/A	
62	Web Based Constituent Self Service Requirements					
63	Provides an Internet front-end that integrates with the Organization's web site for citizens to submit a RFS electronically.	H			N/A	
64	For RFS' submitted by citizens electronically online, the system should be able to:	-			N/A	
65	Set required field	H			N/A	
66	Validate e-mail address and/or current phone numbers when user sets up login ID/ Password (e.g. requiring the resident to respond to a system generated e-mail message before the account is added to the system)	H			N/A	
67	Provides an Internet front-end that integrates with the Organization's web site for citizens to lookup the status of their RFS' electronically, including search by limited RFS attribute	H			N/A	
68	Provides an Internet front-end that provides user security	H			N/A	
69	RFS module will proactively communicate with constituents who have logged RFS by sending them an email notifying them of change of status (including completion) of their RFS	H			N/A	
70	System allows for user to define the priority and escalation terms for their service request	H			N/A	
71	Principal Reporting Requirements					
72	System provides for inquiry, lookup, search of RFS to authorized users by any attribute of the RFS	H			N/A	

Priority

H - High | M - Medium | L - Low

35 of 56

Availability

Y - Yes | R - Reporting Tool | T - Third Party
M - Modification | F - Future | N - Not Available

Town of Jupiter, FL - Utility Billing Services & Enterprise Asset Management System Selection

Request for Service

4.7 - Request for Service			Replace this text with the primary product name(s) which satisfy requirements.			
Objective: To provide a centralized repository to track, manage, and administer requests for service (RFS), which allows for decentralized entry and limited access by citizens and constituents.						
Number	Application Requirements	Priority	Availability	Cost	Required Product(s)	Comments
73	On demand status report showing:	-			N/A	
74	Completed RFS'	H			N/A	
75	Uncompleted RFS'	H			N/A	
76	RFS aging	H			N/A	
77	Comprehensive list by date	H			N/A	
78	Address	H			N/A	
79	Name	H			N/A	
80	Location	H			N/A	
81	Type code	H			N/A	
82	Category	H			N/A	
83	Other user defined fields	H			N/A	
84	Produces a Trend Report, illustrating patterns and trends in RFS' recorded over a user defined period of time. Reports on types of RFS', requestors, RFS by category, dates and patterns of recurrence.	H			N/A	
85	Provides management reporting displaying RFS aging based on RFS date taken	H			N/A	
86	Generates a monthly "log book" report, showing all RFS' logged over the prior month, including requestor, responder, date, RFS type, and address/location. Ability to sort report by any of the above items.	H			N/A	
87	System provides functionality to report on details of incoming complaints - for review and recategorization, re-prioritization, etc.	H			N/A	
88	System provides ability to report/inquire on the number of days it takes to respond per category, department, and/or employee.	H			N/A	
89	System provides ability to report/inquire on the number of complaints that came in during a specified time period giving both summary and detailed information	H			N/A	
90	System provides reports by district, street, or other location based code	H			N/A	

Priority

H - High | M - Medium | L - Low

36 of 56

Availability

Y - Yes | R - Reporting Tool | T - Third Party
M - Modification | F - Future | N - Not Available

Town of Jupiter, FL - Utility Billing Services & Enterprise Asset Management System Selection

Utility Billing

Replace this text with vendor name in the first module.

Code	Availability Definition
Y	Functionality is provided out of the box through the completion of a task associated with a routine configurable area that includes, but is not limited to, user-defined fields, delivered or configurable workflows, alerts or notifications, standard import/export, table driven setups and standard reports with no changes. These configuration areas will not be affected by a future upgrade. The proposed services include implementation and training on this functionality, unless specifically excluded in the Statement of Work, as part of the deployment of the solution.
R	Functionality is provided through reports generated using proposed Reporting Tools.
T	Functionality is provided by proposed third party functionality (i.e., third party is defined as a separate software vendor from the primary software vendor). The pricing of all third party products that provide this functionality MUST be included in the cost proposal.
M	Functionality is provided through customization to the application, including creation of a new workflow or development of a custom interface, that may have an impact on future upgradability.
F	Functionality is provided through a future release that is to be available within 1 year of the proposal response.
N	Functionality is not provided.

4.8 - Utility Billing

Replace this text with the primary product name(s) which satisfy requirements.

Objective: To streamline the utility billing and collection processes and to ensure accurate bill generation, to increase efficiency in customer service processes, editing data, preparing bills, etc. Provide enhanced

Number	Application Requirements	Priority	Availability	Cost	Required Product(s)	Comments
1	System has the ability to search for customer information by customer id, location id, customer name, service address, phone number, driver license number, etc. For any non-numeric search, system will provide list of available choices for criteria being searched if an exact match is not found.	H			N/A	
2	System allows for search of accounts by parcel ID (PIN)	H			N/A	
3	System provides utility account search with wildcards	M			N/A	
4	System provides a customer overview screen displaying all customer information, including pending activity.	H			N/A	
5	System provides ability to associate a landlord account with every account and provides tools to perform an automated rollback if a renter finals.	H			N/A	
6	System provides functions to research account details and perform account adjustments	H			N/A	
7	Retains and displays (user defined) multiple years of billing and collection history in 'Live' database.	H			N/A	
8	System tracks utility read routes / sequences, including tracking of directions and meter location	H			N/A	
9	Ability to view a "Change History" of records changed by internal staff.	H			N/A	
10	Credit card and draft debit – auto draft available for all Utility Billing services	H			N/A	
11	System provides e-payment and web customer account services/tools	H			N/A	
12	System provides graphic display of usage history per account	H			N/A	
13	System provides the average usage per account	M			N/A	
14	System provides ability to perform "what if" billing calculations scenarios	H			N/A	
15	System provides tools to assess late charges and provides the related customer correspondence via phone calls, email or written notice	H			N/A	
16	Ability to bill and track solid waste containers	L			N/A	
17	Ability to attach images to an account	H			N/A	

Priority

H - High | M - Medium | L - Low

Availability

Y - Yes | R - Reporting Tool | T - Third Party
M - Modification | F - Future | N - Not Available

Town of Jupiter, FL - Utility Billing Services & Enterprise Asset Management System Selection

Utility Billing

4.8 - Utility Billing				Replace this text with the primary product name(s) which satisfy requirements.		
Objective: To streamline the utility billing and collection processes and to ensure accurate bill generation, to increase efficiency in customer service processes, editing data, preparing bills, etc. Provide enhanced						
Number	Application Requirements	Priority	Availability	Cost	Required Product(s)	Comments
18	Ability to have GPS tracking for all meters	H			N/A	
19	Ability to create an intuitive and simplified billing calendar based on global system control setup	H			N/A	
20	Ability to have a customer self service web portal	H			N/A	
21	Ability to have a environment to test rate increases and adjustments	M			N/A	
22	Account Set-Up					
23	Maintains utility account master file information in a relational database, including:	-			N/A	
24	User Defined Account Number set up with the ability to automatically assign the next available number for new accounts based on cycle and route.	H			N/A	
25	Multiple contact phone numbers	H			N/A	
26	E-mail address	H			N/A	
27	Cycle/book number (at least three digits in length)	H			N/A	
28	Lot number	H			N/A	
29	Meter Reading Sequence Number (5 digits numeric minimum)	H			N/A	
30	Account status (active, inactive, off for non-payment, being finaled, write-off, etc.)	H			N/A	
31	Services (residential, commercial & multi-family water; tiered rates based on 28-32 day water consumption plus base charge (based on previous year's annual consumption); other water services billed the same include: Irrigation, fire lines, hydrant meters; Stormwater (flat rate x units); Garbage (flat rate); Recycling (flat rate); Yard Waste (flat rate); Disposal Fee (flat rate); Utility Tax/Surcharge (various percentages of water & base charge) and miscellaneous flat rate charges.	H			N/A	
32	Allow for sewer billing based upon water usage, number of fixtures or flat rate codes	H			N/A	
33	Allow for billing of re-use water (irrigation quality) based upon consumption	H			N/A	
34	Number of Units (stores, apts., etc.)	H			N/A	
35	Past Due Notice override with proper authorization	H			N/A	
36	Shut Off Notice override with proper authorization	H			N/A	
37	Final bill indicator	H			N/A	
38	Installation date	H			N/A	
39	Customer Initiation Date	H			N/A	
40	Service Initiation Date (when individual service is activated allowing multiple initiation dates per service)	H			N/A	
41	Customer type (residential, commercial, multi-family, mixed residential & commercial or others user configurable, etc.)	H			N/A	
42	Billing/Consumption/Usage/Adjustment/Collection History	H			N/A	
43	Name and Address (both service and billing for owner and renter) follow USPS standard	H			N/A	

Priority

H - High | M - Medium | L - Low

Availability

Y - Yes | R - Reporting Tool | T - Third Party
M - Modification | F - Future | N - Not Available

Town of Jupiter, FL - Utility Billing Services & Enterprise Asset Management System Selection

Utility Billing

4.8 - Utility Billing			Replace this text with the primary product name(s) which satisfy requirements.			
Objective: To streamline the utility billing and collection processes and to ensure accurate bill generation, to increase efficiency in customer service processes, editing data, preparing bills, etc. Provide enhanced						
Number	Application Requirements	Priority	Availability	Cost	Required Product(s)	Comments
44	EFT Bank Account & ABA Routing Number	H			N/A	
45	EFT Start/Stop Dates	H			N/A	
46	EFT Bank Account Type	H			N/A	
47	Document for Tenancy has been filed indicator	M			N/A	
48	Tax ID/Parcel Number/PCN	H			N/A	
49	Masked/redacted social security numbers (encrypted & stored in database)	H			N/A	
50	Amount Due/Received	H			N/A	
51	Comments/Notes (unlimited)	H			N/A	
52	Rate Codes	H			N/A	
53	Read Date	H			N/A	
54	Current/Last read	H			N/A	
55	Billing specific comments and notes	H			N/A	
56	Alternate and/or seasonal addresses	H			N/A	
57	Customer Zone (for flagging those locations within the Wellfield Protection Program for the billing of fees for these locations)	H			N/A	
58	Rental unit identifier	H			N/A	
59	Jurisdiction	H			N/A	
60	Group (to designate individual bills to a "Master Account Bill")	H			N/A	
61	Ability to enter new customer information into the system and pre-print out the application form with entered information for the customer to sign that includes all associated charges.	M			N/A	
62	Delineates tenant-landlord relationship. Allows user to specify who receives the bill and who is responsible for delinquencies.	H			N/A	
63	Ability to reinstate an inactive account.	H			N/A	
64	Ability to maintain inactive accounts for a user-defined period of time before purging from the system.	H			N/A	
65	Ability to retain inactive account information, including Meter Box location.	H			N/A	
66	Ability to change account status to 'off' or inactive and continuous billing of charges	H			N/A	
67	Ability to inactive all services at once when an account is being closed out rather than having to close each service individually.	H			N/A	
68	Allows the addition and reassignment of cycles and routes without affecting the customer or location identification numbers.	H			N/A	
69	System provides a customer master screen, with the ability to display multiple utility accounts and multiple addresses per customer account.	H			N/A	
70	Ability to accept international mailing address formats	H			N/A	
71	System provides tools to allow for batch creation of accounts	M			N/A	
72	System provides tools to allow for batch edits to accounts	M			N/A	
73	Provides for mass changes to accounts due to the deletion of a cycle, the merging of existing cycles, or moving a sub-segment of a cycle to another.	H			N/A	
74	Allow for mass changes for selected master file fields and location services	M			N/A	
75	Deposits					

Priority

H - High | M - Medium | L - Low

Availability

Y - Yes | R - Reporting Tool | T - Third Party
M - Modification | F - Future | N - Not Available

Town of Jupiter, FL - Utility Billing Services & Enterprise Asset Management System Selection

Utility Billing

4.8 - Utility Billing				Replace this text with the primary product name(s) which satisfy requirements.		
Objective: To streamline the utility billing and collection processes and to ensure accurate bill generation, to increase efficiency in customer service processes, editing data, preparing bills, etc. Provide enhanced						
Number	Application Requirements	Priority	Availability	Cost	Required Product(s)	Comments
76	System provides the ability to apply security deposits to accounts after meeting user defined criteria (based on payment activity, when the customer closes the account, after 5 years of excellent payment history, etc.).	H			N/A	
77	System will calculate interest on customer utility bill deposits at a user defined rate and apply interest to accounts based on a user defined date.	H			N/A	
78	Ability to withhold application of deposit interest on accounts with balances greater than the deposit balance or an outstanding balance on a user defined time frame.	M			N/A	
79	Ability to stop the accrual of deposit interest during the period of delinquency	M			N/A	
80	System will print a detailed receipt for customer deposits.	H			N/A	
81	Ability to set up multiple deposit types (tenants vs. owners) & rates	H			N/A	
82	Ability to track when the deposit was collected	H			N/A	
83	Ability to calculate a deposit based on historical consumption averages and meter size at location.	M			N/A	
84	Ability to calculate a deposit based on customer payment or credit history.	M			N/A	
85	Ability to calculate an additional deposit on an account based on customer payment history or user defined parameters.	M			N/A	
86	Ability to calculate a deposit on system identified rental units.	M			N/A	
87	Rate Set Up					
88	Accommodates unlimited user-defined utility types/services and associated charges. Establishes required services and adds new services, as necessary, without additional programming. Includes, but is not limited to, utility types/services such as:	-			N/A	
89	Various tiered consumption rates based on customer type (residential, commercial, multi-family, mixed residential/commercial)	H			N/A	
90	Quarterly/ annual flat rate service charge base plus consumption	H			N/A	
91	Ability to calculate a new base charge based on the prior 12 months consumption, or user defined time frame.	H			N/A	
92	Fire Suppression Systems or Meters	H			N/A	
93	Irrigation Metering	H			N/A	
94	Hydrant Meter	H			N/A	
95	Stormwater - flat rate x # of units	H			N/A	
96	Garbage - flat rate x # of units	H			N/A	
97	Recycling - flat rate x # of units	H			N/A	
98	Yard Waste - flat rate x # of units	H			N/A	
99	Disposal Fees - one time charge for land fill based on current month & year as defined in table	H			N/A	
100	Utility tax/surcharge (percentage of water & base charge)	H			N/A	
101	User Defined Miscellaneous Fees (i.e. turn off, turn on, nsf, tampering, etc.)	H			N/A	
102	Late Payment Penalty	H			N/A	
103	Monthly Interest after 90 days	H			N/A	

Priority

H - High | M - Medium | L - Low

40 of 56

Availability

Y - Yes | R - Reporting Tool | T - Third Party
M - Modification | F - Future | N - Not Available

Town of Jupiter, FL - Utility Billing Services & Enterprise Asset Management System Selection

Utility Billing

4.8 - Utility Billing			Replace this text with the primary product name(s) which satisfy requirements.			
Objective: To streamline the utility billing and collection processes and to ensure accurate bill generation, to increase efficiency in customer service processes, editing data, preparing bills, etc. Provide enhanced						
Number	Application Requirements	Priority	Availability	Cost	Required Product(s)	Comments
104	Allows for different charge methods for each user-defined service charge type:	-			N/A	
105	Flat charge	H			N/A	
106	Multiplier based on meter definition or user defined multiplier	H			N/A	
107	Multi-tiered based on user defined values	H			N/A	
108	Based on 28-32 day consumption, measured by meter	H			N/A	
109	Ability to automatically pro-rate consumption if more than 32 days or less than 28 days are billed	H			N/A	
110	Multiplier based on number of units	H			N/A	
111	Based on past 12 month consumption (the base rate is determined on this annually)	H			N/A	
112	Provides multiple tiered rate schedules based upon service type, customer class (residential/commercial) and meter size.	H			N/A	
113	System supports component billing capable of supporting multiple charge types, each with a different rate	H			N/A	
114	Ability to add, delete, or suspend (for a user-defined time period) and itemize service charges and/or any miscellaneous fees to a utility bill.	H			N/A	
115	Ability to create, edit and revise rate tables, tracking history of prior rate tables.	H			N/A	
116	Ability to determine and track which services (i.e. water & base charges only) will have a surcharge	H			N/A	
117	Ability to determine and track which services will have a utility tax charge	H			N/A	
118	Ability to have the utility tax charge go to a unique revenue account in GL rather than grouping this with the service that is being taxed.	H			N/A	
119	Ability to have the surcharge go to a unique revenue account in the GL rather than grouping this with the service that is being surcharged.	H			N/A	
120	Meters					
121	Ability to have multiple meters accounts associated with the same address.	H			N/A	
122	Ability to have multiple address per meter	H			N/A	
123	Ability to have location history per meter (i.e. tracking when a meter moves from one location to another)	M			N/A	
124	Ability to create / update Meter numbers.	H			N/A	
125	Ability to add / delete meters in mass or range	H			N/A	
126	System tracks the following for installed meters:	-			N/A	
127	Meter size	H			N/A	
128	Meter type	H			N/A	
129	Meter Reader Instructions (32 characters minimum)	H			N/A	
130	Meter Number (with ability to assign multiple meters per account)	H			N/A	
131	Remote Location Description (unlimited)	H			N/A	
132	Longitude & Latitude	H			N/A	
133	Meter/Remote ID Number	H			N/A	
134	Meter Serial Number	H			N/A	

Priority

H - High | M - Medium | L - Low

Availability

Y - Yes | R - Reporting Tool | T - Third Party
M - Modification | F - Future | N - Not Available

Town of Jupiter, FL - Utility Billing Services & Enterprise Asset Management System Selection

Utility Billing

4.8 - Utility Billing			Replace this text with the primary product name(s) which satisfy requirements.			
Objective: To streamline the utility billing and collection processes and to ensure accurate bill generation, to increase efficiency in customer service processes, editing data, preparing bills, etc. Provide enhanced						
Number	Application Requirements	Priority	Availability	Cost	Required Product(s)	Comments
135	Meter number of dials	H			N/A	
136	active / inactive / retired / in stock	H			N/A	
137	age / installed date	H			N/A	
138	date meter pulled out of service	H			N/A	
139	automated meter reading device attached?	H			N/A	
140	# of gallons per meter head	H			N/A	
141	Read Date	H			N/A	
142	Current/Last read	H			N/A	
143	Capability to support compound water meters.	H			N/A	
144	System provides ability to print out and manage a "locator book" for meter routes, that details the meter sequence per route and includes location account information	H			N/A	
145	System provides ability to combine meters for consolidated billing	H			N/A	
146	Allows inquiry to meter history by meter number, remote ID number, account number service address or latitude/longitude.	H			N/A	
147	Billing					
148	Capability to prompt meter reading entry by displaying customer accounts in meter reading sequence.	H			N/A	
149	Ability to automatically generate (based on user defined fields) and report on meter estimates	H			N/A	
150	System provides the ability to establish billing cycle records with month / year; bill distribution date; bill due date and delinquency date.	H			N/A	
151	Estimates a utility bill based on criteria established by the Town (i.e.: on the average consumption over a user defined number of months or cycles, or using last year's actual for the same period) and shows "Estimate" on the customer's bill.	H			N/A	
152	Ability for the system to estimate on historical consumption even when there have been rate increases.	H			N/A	
153	Ability for a user to enter a manual estimate.	H			N/A	
154	Capability of automatically applying certain misc. charges of varying amounts against selected accounts.	H			N/A	
155	Ability to handle meter readings up to 8 significant digits.	H			N/A	
156	Ability to calculate a credit when previous estimate was more than the actual consumption.	H			N/A	
157	Ability to process seasonal billings (i.e. filling stations)	H			N/A	
158	System has the ability to change a read and individually rebill or recalculate the bill. In essence, cancel and rebill accounts.	H			N/A	
159	Ability to create surcharge services based on account jurisdiction	H			N/A	
160	System provides a mechanism for "holding" bills that are flagged as outside of the Town's user-defined exception criteria for billing. Then having the ability to bill at any time after exceptions have been verified/resolved.	H			N/A	

Priority

H - High | M - Medium | L - Low

42 of 56

Availability

Y - Yes | R - Reporting Tool | T - Third Party
M - Modification | F - Future | N - Not Available

Town of Jupiter, FL - Utility Billing Services & Enterprise Asset Management System Selection

Utility Billing

4.8 - Utility Billing				Replace this text with the primary product name(s) which satisfy requirements.		
Objective: To streamline the utility billing and collection processes and to ensure accurate bill generation, to increase efficiency in customer service processes, editing data, preparing bills, etc. Provide enhanced						
Number	Application Requirements	Priority	Availability	Cost	Required Product(s)	Comments
161	System provides a Billing Exception Report that alerts for consumptions that fall outside of the Town's user defined exception criteria. Report should include meter info, current and past consumptions, new and previous readings, days between readings, customer account number, meter reader information, and average consumption per customer with expected high/low usage based on average.	H			N/A	
162	System provides reports by service: no bill, unbilled, rules to flag and identify, validation	H			N/A	
163	System provides a list that details accounts that have an actual read for the current billing cycle and an estimated read the prior billing cycle.	H			N/A	
164	System provides the ability to post updates to accounts with new billing information before bills are generated (e.g., amount due, reads, dates, etc.).	H			N/A	
165	Ability to remove a customer record from calculated billing file	M			N/A	
166	Ability to apply credit and debit adjustments and positive / negative consumption adjustments to accounts anytime during the billing cycle.	H			N/A	
167	Adjustments report displays adjustment details including dollar amount, consumption volume (gallons/cubic ft.) and rate/service code.	H			N/A	
168	Ability to add additional charges (i.e. a non-payment charge) to the current bill during the billing process.	M			N/A	
169	Provides the ability to enter adjustments to customer accounts (dollar amounts and/or consumption used) and reprint single billing statements reflecting the adjustments made.	H			N/A	
170	Ability to edit reads at any time, before, during, or after billing with audit trail capabilities.	H			N/A	
171	Ability to prorate charges for partial billing due to initiation or termination of accounts.	H			N/A	
172	Capability to print previous period/last year's comparative period consumption and current period consumption on each bill.	H			N/A	
173	Ability to bill various services/charges at differing frequencies (i.e.: monthly, bimonthly, semi-annually or annually).	H			N/A	
174	Bills can be based on multiple components (consumption + flat meter charge per meter size and administrative charge per billing cycle prorated for number of days).	H			N/A	
175	Ability to calculate and print all bills due in a given month, within a single cycle or for all cycles.	H			N/A	
176	System provides ability for the Town to prorate mid-cycle rate increases for existing billable services.	H			N/A	
177	System provides tools for flagging accounts for sorting associated printed bills as "Pulled" for review by staff before exporting the billing file to the printer	H			N/A	
178	Ability to hold printing of the bill for a specific customer for the current billing cycle or specified length of time	H			N/A	

Priority

H - High | M - Medium | L - Low

Availability

Y - Yes | R - Reporting Tool | T - Third Party
M - Modification | F - Future | N - Not Available

Town of Jupiter, FL - Utility Billing Services & Enterprise Asset Management System Selection

Utility Billing

4.8 - Utility Billing			Replace this text with the primary product name(s) which satisfy requirements.			
Objective: To streamline the utility billing and collection processes and to ensure accurate bill generation, to increase efficiency in customer service processes, editing data, preparing bills, etc. Provide enhanced						
Number	Application Requirements	Priority	Availability	Cost	Required Product(s)	Comments
179	System provides automated bill runs based on pre-defined billing date and allows for ability to generate a bill on demand	H			N/A	
180	System provides ability to bill storm water services, trash and miscellaneous charges separately for owner versus renter at same location (separate bills).	H			N/A	
181	Ability to change the bill date and/or due date in mass if error was made during the bill calculation	H			N/A	
182	Ability to bill internal departments for water/sewer usage and other miscellaneous work performed.	H			N/A	
183	Ability to allocate inter-departmental billing to multiple general ledger accounts at user defined percentages	H			N/A	
184	Printing of the Bills					
185	System allows for creation of a customizable utility bill format that includes graphics	H			N/A	
186	Ability to print 26 months of usage history in a graphic display	H			N/A	
187	Ability to generate bills capable of being read via Optical Character Recognition OCR and barcode. Information must include:	-			N/A	
188	Account #	H			N/A	
189	Check digit (verification that account was read properly)	H			N/A	
190	Bill Amount	H			N/A	
191	Ability to export a file of utility bills to an external bill printing organization.	H			N/A	
192	Uses Zip+4 software for sorting of utility bills by zip code to obtain the best postal rate possible.	H			N/A	
193	System provides the ability to reprint bills.	H			N/A	
194	Ability to email bills (original, re-bills or reprints) to customers when requested.	H			N/A	
195	System accommodates multiple dates (due and delinquent) per customer bill	H			N/A	
196	Capability to include total past due on the bills.	H			N/A	
197	Ability to provide general system messages and account specific messages for printing on bills with the ability to modify those messages for each bill run after bill generation but before exporting to third party printer.	H			N/A	
198	For accounts that are paying via ACH or recurring credit card, still generate a bill with a message but also indicate that they do not need to pay, due to auto pay.	H			N/A	
199	Ability to print on multiple bill formats (i.e. post card, 8.5 x 11, etc.)	H			N/A	
200	Ability to have larger font sizes for bill printing on flagged customers (seniors & sight impaired customers)	H			N/A	
201	Ability to automatically group individual accounts on a "Master Account Bill" when printing the bill.	H			N/A	
202	Utility Receipting					
203	System accommodates the following payment types for utility payments and applications, either via the utility system or a separate Cash Receipting system which is integrated to the utility system:	-			N/A	

Priority

H - High | M - Medium | L - Low

44 of 56

Availability

Y - Yes | R - Reporting Tool | T - Third Party
M - Modification | F - Future | N - Not Available

Town of Jupiter, FL - Utility Billing Services & Enterprise Asset Management System Selection

Utility Billing

4.8 - Utility Billing				Replace this text with the primary product name(s) which satisfy requirements.		
Objective: To streamline the utility billing and collection processes and to ensure accurate bill generation, to increase efficiency in customer service processes, editing data, preparing bills, etc. Provide enhanced						
Number	Application Requirements	Priority	Availability	Cost	Required Product(s)	Comments
204	Cash	H			N/A	
205	Check	H			N/A	
206	EFT/ACH	H			N/A	
207	Credit Card Payments	H			N/A	
208	Credit/Debit Card Payments taken over the Internet or phone.	H			N/A	
209	File import from 3rd party payment organization (i.e. lock box, ACH, etc.)	H			N/A	
210	Ability to indicate date/time payment was received for penalty calculations.	H			N/A	
211	System provides the ability to generate a receipt with payments for multiple accounts. The printed receipt should show the detail of each account.	H			N/A	
212	Capability to accept more than one payment in a single day from a single customer.	H			N/A	
213	Performs electronic on demand posting to General Ledger after accounting approval step is performed.	H			N/A	
214	Automatically splits total receipted amount to appropriate General Ledger account.	H			N/A	
215	Ability to post cash receipts to utility billing module automatically from multiple terminals without interfering with other utility transactions.	H			N/A	
216	System provides the capability to set the priority for payment application based on each type of service.	H			N/A	
217	System provides functionality to define proration of partial payments against various charge types.	H			N/A	
218	Ability to automatically distribute receipt of payments against the individual accounts on a "Master Account Bill" when payments are received.	H			N/A	
219	Allows for credit balances, but does not apply penalties to such balances.	H			N/A	
220	Reverses payment for invalid payments and optionally assesses a user-defined NSF charge.	H			N/A	
221	System provides the ability to fix accounts and adjust accounts by allowing for transfer of payments between accounts before and/or after a payment has been posted.	H			N/A	
222	Final Notice					
223	Generates final bill, once the date and final read is entered, at any point during the billing cycle.	H			N/A	
224	Ability to perform write off processing for accounts finaled and uncollectable by final date.	H			N/A	
225	Penalties					
226	Ability to automatically apply multiple flat rate penalty charges based on the number of days delinquent (30 days delinquent is charged \$3.00, 45 days delinquent is charged \$25.00)	H			N/A	
227	Ability to automatically charge interest (percentage) on the delinquent balance based on the number of days delinquent (once the balance is 90 days old then every month an interest charge is accrued)	H			N/A	
228	Ability to override and/or credit penalty.	H			N/A	

Priority

H - High | M - Medium | L - Low

45 of 56

Availability

Y - Yes | R - Reporting Tool | T - Third Party
M - Modification | F - Future | N - Not Available

Town of Jupiter, FL - Utility Billing Services & Enterprise Asset Management System Selection

Utility Billing

4.8 - Utility Billing			Replace this text with the primary product name(s) which satisfy requirements.			
Objective: To streamline the utility billing and collection processes and to ensure accurate bill generation, to increase efficiency in customer service processes, editing data, preparing bills, etc. Provide enhanced						
Number	Application Requirements	Priority	Availability	Cost	Required Product(s)	Comments
229	Delinquent/Past Due Notices					
230	Ability to print delinquent/past due notices monthly to customers. These are generated based on user defined minimum (based on a single past due bill and/or balance due) and number of days after payment was due, including applicable penalty amounts added.	H			N/A	
231	Ability to print a door tag on a 2 up format. These are generated based on user defined criteria (based on a single past due bill and/or balance due) and number of days after payment was due, including applicable penalty amounts added.	H			N/A	
232	Ability to hold the printing of door tags until there are a user defined amount of tags to be printed and the ability to override.	H			N/A	
233	Ability to automatically create a service order when the cut/shut-off criteria is met.	H			N/A	
234	Ability to automatically apply a cut/shut off charge to the customer balance when the cut/shut off user defined criteria is met.	H			N/A	
235	Ability to send the delinquent files to a third party for collection	H			N/A	
236	Ability to generate a shut/cut off report with customer address information, notes, and balance due for field crews	H			N/A	
237	System provides the ability to send delinquent/past due and cut off notices to the landlord if a tenant is responsible for the bill, and the landlord would like to be informed of non-payment.	H			N/A	
238	Ability to automatically generate a delinquent/past due notice for multiple addresses (mailing, service, landlord, etc.).	H			N/A	
239	Optionally, be able to override the generation of the delinquent/past due notice with proper authority and reporting.	H			N/A	
240	Ability to code customers to never be cut/shut off with a report to review.	H			N/A	
241	Ability for the delinquent notices to be driven off of the billing date	M			N/A	
242	Ability to assign due dates to specific customers	H			N/A	
243	Payment Plans					
244	Ability to process user-defined payment arrangements (i.e. payment plans) and flag if payments are not being met.	H			N/A	
245	Customer Payment Plan Report - show summary of all payment plans that are delinquent, and the ability to generate delinquent payment plan letters as per user defined criteria.	H			N/A	
246	Ability to request a payment plan from a customer web portal	H			N/A	
247	Bankruptcy/foreclosure					
248	Ability to support bankruptcy/foreclosure processing that tracks pre-petition and post-petition information.	H			N/A	
249	Lien Process					
250	Ability to support lien processing	H			N/A	
251	Ability to put a lien on a property based on user defined balance amounts and due dates per service	H			N/A	

Priority

H - High | M - Medium | L - Low

Availability

Y - Yes | R - Reporting Tool | T - Third Party
M - Modification | F - Future | N - Not Available

Town of Jupiter, FL - Utility Billing Services & Enterprise Asset Management System Selection

Utility Billing

4.8 - Utility Billing			Replace this text with the primary product name(s) which satisfy requirements.			
Objective: To streamline the utility billing and collection processes and to ensure accurate bill generation, to increase efficiency in customer service processes, editing data, preparing bills, etc. Provide enhanced						
Number	Application Requirements	Priority	Availability	Cost	Required Product(s)	Comments
252	Ability to add additional charges when a lien is placed	H			N/A	
253	Ability to have multiple liens on a single property owner	H			N/A	
254	Ability to send an email or letter to a property owner when a property will be placed on lien based on user defined date parameters.	H			N/A	
255	Ability for the system to automatically print a claim of lien form when a property is liened and a release/satisfaction of lien form when it is paid	H			N/A	
256	Ability to download a list of customer liens (customer information and amounts per service).	H			N/A	
257	Utility Service/Work Orders					
258	System provides functionality to manage utility service orders associated with the utility customer account	H			N/A	
259	System has ability to enter customer account information and identify the related necessary service order activities:	-			N/A	
260	New Account	H			N/A	
261	Cut/Shut offs	H			N/A	
262	Special reads	H			N/A	
263	Change or repair meter	H			N/A	
264	Unusual Consumption check	H			N/A	
265	Final reads	H			N/A	
266	take a deposit	H			N/A	
267	Unlimited user defined types	H			N/A	
268	Ability to record results of meter inspections into the system.	H			N/A	
269	Ability to store meter maintenance information.	H			N/A	
270	Provides user-defined service order types.	H			N/A	
271	System provides a central utility accounts with service order workflow to various Town staff based on customer's services.	H			N/A	
272	Automatically creates service orders and manages scheduled, in-progress, and completed service orders.	H			N/A	
273	Automatically prompts service order generation based on input from meter readers and automated meter reader error codes.	H			N/A	
274	Ability to generate an automatic cut/shut-off service order, as defined by user, based on the cut/shut-off report.	H			N/A	
275	Accesses and displays service order at any time regardless of status.	H			N/A	
276	Automatically produces service orders containing information such as request date, person or department initiating request, job type, due date and comments.	H			N/A	
277	Ability to inquire on all outstanding service orders. Provides the flexibility to list information by job type, request date or due date.	H			N/A	
278	Ability to apply multiple miscellaneous charges to a single service order	H			N/A	
279	Principal Reports					
280	Meter Size Report that identifies the number of meters by size.	H			N/A	

Priority

H - High | M - Medium | L - Low

Availability

Y - Yes | R - Reporting Tool | T - Third Party
M - Modification | F - Future | N - Not Available

Town of Jupiter, FL - Utility Billing Services & Enterprise Asset Management System Selection

Utility Billing

4.8 - Utility Billing			Replace this text with the primary product name(s) which satisfy requirements.			
Objective: To streamline the utility billing and collection processes and to ensure accurate bill generation, to increase efficiency in customer service processes, editing data, preparing bills, etc. Provide enhanced						
Number	Application Requirements	Priority	Availability	Cost	Required Product(s)	Comments
281	Arrears Register All Cycles that shows the balances for 30, 60, 90 and 120+ on all accounts as of a user defined date.	H			N/A	
282	Area Maintenance Meter Report that shows the customers and numbers that have irrigation meters.	H			N/A	
283	Commercial Customer Report.	H			N/A	
284	Inactive Account Report that lists all inactive accounts with account balances and ability to choose only account with balances other than 0.	H			N/A	
285	Notes Report that shows the individual and group messages that will be displayed on the bills.	H			N/A	
286	Customer Count Report that provides the number of customers by cycle, specific category(residential/commercial) and service (water, sewer, garbage).	H			N/A	
287	Final Bill Listing Report.	H			N/A	
288	Cycle Report , details an individual cycle, route and displays high balances.	H			N/A	
289	Customer Report , details information regarding customer's account, name, address, account number, meter info, reads, rate codes, transaction history	H			N/A	
290	Top 25 Users Report , detailing highest consumption accounts or highest consumption customers, providing account and usage information	H			N/A	
291	Account Adjustment Detail Report (Rate Codes, Consumption Amt, Dollar Amt, Consumption charges broken out)	H			N/A	
292	Service Order Report - to show, by specified date or type, orders to be done	H			N/A	
293	Service Order Completion History - to provide reporting on data entered for all fields (including user defined) in the completion of the service order.	M			N/A	
294	Consumption Report , by account, showing utility usage over a user-specified time interval. Flags abnormal usage (high/low/negative, etc.). Report should include meter information, consumption, new and previous readings, days between readings, customer account number and meter reader information.	H			N/A	
295	Summary/Totals by customer type (residential/commercial/multi-family) by jurisdiction (Jupiter, Palm Beach County, Martin County, Juno Beach) giving the total number of accounts, consumption and dollars billed for a given time period.	H			N/A	
296	Revenue detail by customer type (residential/commercial/multi-family) by jurisdiction (Jupiter, Palm Beach County, Martin County, Juno Beach) for each service (water, stormwater, irrigation, garbage, etc.) including the utility tax/surcharge for a given time period reporting billed amount.	H			N/A	
297	Ability to determine by jurisdiction (Jupiter, Palm Beach County, Martin County, Juno Beach) any amount subject to utility tax and/or surcharge and any exempt amounts.	H			N/A	
298	Payment History , reporting bills and associated payments receipted by account. Shows dates, amounts, arrearages, penalties, account name, consumption, and address. Can be run for one account and allow user to view.	H			N/A	

Priority

H - High | M - Medium | L - Low

48 of 56

Availability

Y - Yes | R - Reporting Tool | T - Third Party
M - Modification | F - Future | N - Not Available

Town of Jupiter, FL - Utility Billing Services & Enterprise Asset Management System Selection

Utility Billing

4.8 - Utility Billing			Replace this text with the primary product name(s) which satisfy requirements.			
Objective: To streamline the utility billing and collection processes and to ensure accurate bill generation, to increase efficiency in customer service processes, editing data, preparing bills, etc. Provide enhanced						
Number	Application Requirements	Priority	Availability	Cost	Required Product(s)	Comments
299	Customer Statistics Report , presenting customer characteristics including number of customers, number of customers by meter size and billing category (customer type), usage and revenue by meter size, usage and revenue by billing type code, date range, district, book, and by a combination of the above.	H			N/A	
300	Customer Receivables Aging , presenting aging of user-defined criteria and / or general accounts receivable by customer indicating total amount due and amounts aged by 30, 60, 90 and 120+days, etc.	H			N/A	
301	Cash Receipts Listing , reporting all amounts collected against customer accounts. Can be printed on demand with user-defined criteria prior to posting.	H			N/A	
302	Cut/Shut Off Report , per cycle, showing accounts with one or more delinquent bills totaling over a user defined amount	H			N/A	
303	Delinquent Notices Report , a listing generated based on user defined minimum and number of days after payment was due, including applicable penalty amounts added. Multiple types of notices capability (i.e. a first delinquent notice and a second delinquent notice with different parameters).	H			N/A	
304	All master file information is accessible by the report writer.	H			N/A	
305	Cut/Shut off Work/Service Orders.	H			N/A	
306	Journal Entry Report , showing all J/E's over a user-defined period.	H			N/A	
307	Billing Report , sorted on user-defined criteria, showing name, location address, current period charges by service, date billed, due date, readings, etc.	H			N/A	
308	Outstanding Work Order Report , showing flags based on user-defined criteria	H			N/A	
309	Billing Statistics (Rate Codes, Consumption Amt, Dollar Amt, Consumption & Demand charges broken out)	H			N/A	
310	Payment Detail (identify fund/account payment applied to)	H			N/A	
311	Bill Calc (exception reporting of accounts to be billed)	H			N/A	
312	Billing Register (dollar, by charge type and consumption detail of accounts to be billed)	H			N/A	
313	Transaction Listing/Recap (for selected or all accounts for given date(s), and/or by transaction type).	H			N/A	
314	Deposit on File report by date, printed the account status (active, final or closed/active)	H			N/A	
315	Report: Security Deposits Refunded/Applied, with ability to run by specified date range.	H			N/A	
316	Security Deposit activity for time period	H			N/A	
317	Over Due Deposit Report	M			N/A	
318	Surcharge billing & collection report	H			N/A	
319	System automatically generates a exception edit list when reads are applied to customer accounts (Meter Not Read Report).	H			N/A	
320	Table Report (detail on services, rate codes, etc.) for given field	H			N/A	
321	Audit Trail reports for all update processes	H			N/A	

Priority

H - High | M - Medium | L - Low

Availability

Y - Yes | R - Reporting Tool | T - Third Party
M - Modification | F - Future | N - Not Available

Town of Jupiter, FL - Utility Billing Services & Enterprise Asset Management System Selection

Utility Billing

4.8 - Utility Billing			Replace this text with the primary product name(s) which satisfy requirements.			
Objective: To streamline the utility billing and collection processes and to ensure accurate bill generation, to increase efficiency in customer service processes, editing data, preparing bills, etc. Provide enhanced						
Number	Application Requirements	Priority	Availability	Cost	Required Product(s)	Comments
322	Customer List and labels based on customer initiation date to mail out new-comer packages	H			N/A	
323	Ability to report for sewer or water only accounts	H			N/A	
324	Ability to report active and/or inactive ACH customers based on status	H			N/A	
325	Interfaces/Integrations					
326	Ability to update G/L with journal entries made in utility billing after proper approvals.	H			N/A	
327	Interfaces with Cash Receipting.	H			N/A	
328	System's parcel manager / geobase is a centralized geobase database that is synchronized with Town's existing ESRI GIS architecture	H			N/A	
329	Ability to interface with the postal service for address and move updates	M			N/A	
330	Capability to interface with AMR systems to download routes to the PC and upload meter readings to the utility billing system.	H			N/A	
331	Capability to interface with AMR systems to upload/download utility account information and changes to it (including directions, notes, description, meter location, route sequence)	H			N/A	
332	Ability to upload the re-sequencing of routes from the AMR system to the Utility Billing system	H			N/A	
333	System provides an integrated utility service order function that integrates to the utility customer account for customer service and charge/billing purposes	H			N/A	
334	Ability to interface with OCR or bar code reading devices, including hand held scanners.	H			N/A	
335	System allows for the import of electronic payment files from various sources (Please list the sources in the comments area)	H			N/A	
336	System integrates with Work Orders for any billing generated from the Work Order system (different than service orders within UB)	H			N/A	
337	System integrates with the Request for Service module for any citizen's request on UB service orders	H			N/A	
338	System integrates with an IVR system	H			N/A	
339	Ability to recognize the phone number of the customer and access the account directly for the following:	-			N/A	
340	Payment updates	H			N/A	
341	Phone notifications for high usage, high bill, return payments, delinquency, service order outcomes, receipt information, etc.	H			N/A	
342	Ability to integrate with a fixed base meter data collection system	M			N/A	
343	Ability for field service personnel to access accounts for daily service via a web based tablet.	H			N/A	
344	System integrates with the Town's web site to provide online functionality where customers (owners & tenants) can access information related to their account. Including:	-			N/A	
345	Consumption History	H			N/A	
346	Billing History	H			N/A	

Priority

H - High | M - Medium | L - Low

Availability

Y - Yes | R - Reporting Tool | T - Third Party
M - Modification | F - Future | N - Not Available

Town of Jupiter, FL - Utility Billing Services & Enterprise Asset Management System Selection

Utility Billing

4.8 - Utility Billing			Replace this text with the primary product name(s) which satisfy requirements.			
Objective: To streamline the utility billing and collection processes and to ensure accurate bill generation, to increase efficiency in customer service processes, editing data, preparing bills, etc. Provide enhanced						
Number	Application Requirements	Priority	Availability	Cost	Required Product(s)	Comments
347	Payment History	H			N/A	
348	Current Bill	H			N/A	
349	Ability to pay online	H			N/A	
350	Ability to view and update all of the account information	H			N/A	
351	Ability to update the credit card information	H			N/A	
352	Ability to request a payment plan	H			N/A	
353	Ability to calculate a partial monthly bill	H			N/A	
354	Ability to flag account for email notifications	H			N/A	
355	Ability to opt out of paper notifications & receive them electronically only	H			N/A	

Priority

H - High | M - Medium | L - Low

Availability

Y - Yes | R - Reporting Tool | T - Third Party
M - Modification | F - Future | N - Not Available

Town of Jupiter, FL - Utility Billing Services & Enterprise Asset Management System Selection

Work Orders

Replace this text with vendor name in the first module.

Code	Availability Definition
Y	Functionality is provided out of the box through the completion of a task associated with a routine configurable area that includes, but is not limited to, user-defined fields, delivered or configurable workflows, alerts or notifications, standard import/export, table driven setups and standard reports with no changes. These configuration areas will not be affected by a future upgrade. The proposed services include implementation and training on this functionality, unless specifically excluded in the Statement of Work, as part of the deployment of the solution.
R	Functionality is provided through reports generated using proposed Reporting Tools.
T	Functionality is provided by proposed third party functionality (i.e., third party is defined as a separate software vendor from the primary software vendor). The pricing of all third party products that provide this functionality MUST be included in the cost proposal.
M	Functionality is provided through customization to the application, including creation of a new workflow or development of a custom interface, that may have an impact on future upgradability.
F	Functionality is provided through a future release that is to be available within 1 year of the proposal response.
N	Functionality is not provided.

4.9 - Work Orders

Replace this text with the primary product name(s) which satisfy requirements.

Objective: To allow the efficient and timely monitoring of costs incurred to perform individual jobs and projects. To assist with effective scheduling and managing of jobs and projects.

Number	Application Requirements	Priority	Availability	Cost	Required Product(s)	Comments
1	Ability to provide on-line work order forms for use by individual departments in remote locations	H			N/A	
2	Ability for work orders to be processed for contractual service providers.	H			N/A	
3	Ability to produce both corrective and preventative work orders. Preventative work orders can be defined, scheduled, and assigned to a feature for inclusion into a corrective work order, as necessary.	H			N/A	
4	Ability to support maintenance of multiple work order forms with different data fields, based on type of work code.	H			N/A	
5	Ability for work orders to be automatically or manually scheduled by supervisors and re-scheduled as necessary.	H			N/A	
6	Ability to allow for scheduling parameters to be defined that will automatically create and issue a work order and link preventative work orders with new corrective work orders for the same features, locations, or other criteria.	H			N/A	
7	Each work order includes:	-			N/A	
8	Requestor and Request Date and Time	H			N/A	
9	Department (Public Works, Police, etc.)	H			N/A	
10	Division Name (Streets, Water, Facilities, etc.)	H			N/A	
11	Branch (e.g. location)	H			N/A	
12	Status (Open, Completed, Past Due, etc...)	H			N/A	
13	Account Number(s) (general ledger, project or utility billing/location ID#)	H			N/A	
14	Project/Special Assessment District (SAD)/Program Code and Name	H			N/A	
15	Estimated Time and Materials Required	H			N/A	
16	Actual Time, Materials and Equipment Required (units, unit of measure, unit price)	H			N/A	

Priority

H - High | M - Medium | L - Low

52 of 56

Availability

Y - Yes | R - Reporting Tool | T - Third Party
M - Modification | F - Future | N - Not Available

Town of Jupiter, FL - Utility Billing Services & Enterprise Asset Management System Selection

Work Orders

4.9 - Work Orders				Replace this text with the primary product name(s) which satisfy requirements.		
Objective: To allow the efficient and timely monitoring of costs incurred to perform individual jobs and projects. To assist with effective scheduling and managing of jobs and projects.						
Number	Application Requirements	Priority	Availability	Cost	Required Product(s)	Comments
17	Location of Work	H			N/A	
18	Location of Work (linked to GIS)	H			N/A	
19	Names of Employees Performing Work and Employee Numbers	H			N/A	
20	Vendor Name/Subcontractor Name	H			N/A	
21	General Location (area, district)	H			N/A	
22	Property Indicator / Owner	H			N/A	
23	Hours and Rates Incurred by Employee (regular/OT)	H			N/A	
24	Required Completion Date	H			N/A	
25	Vehicle/Machine Number(s) - computer assigned and user defined (door reference #)	H			N/A	
26	Time Start/Stop	H			N/A	
27	Date Completed	H			N/A	
28	Job/Work Order Number	H			N/A	
29	Cost of Labor, Materials, Equipment and Vendors Used	H			N/A	
30	Job/Supervisor Assigned	H			N/A	
31	Work Type Code	H			N/A	
32	Priority Code	H			N/A	
33	Comments (details or instructions from person entering request -i.e. customer service rep.)	H			N/A	
34	Request Origin (Citizen Request, Internal to Town, etc.)	H			N/A	
35	Crew Code (assigned crew)	H			N/A	
36	Task Code (work to be performed)	H			N/A	
37	Instructions (details from supervisor to crew)	H			N/A	
38	Ability to track all work orders through the stages of created, started, open, and completed.	H			N/A	
39	Ability for a work order to be recalled after creation while it is still open.	H			N/A	
40	Ability for generation of a work order to assign the materials and parts required to complete the job and keep a running inventory of parts.	H			N/A	
41	Ability to print out work order forms for field use.	H			N/A	
42	Ability to queue work orders based on type (e.g. fallen tree) and then on priority code.	H			N/A	
43	Ability to provide a "lite" interface that the Town can deploy on portable devices in the field to update and log field activities directly into the work orders.	H			N/A	
44	Ability for field data collected on field devices (e.g. laptops, handhelds, etc.) to be uploaded to the server database and synchronized with the open, active work orders. Vice versa – ability for the open work orders to be downloaded to the field computers for use by the crews.	H			N/A	
45	Ability for an integrated field data collection module to synchronize with the central server database.	H			N/A	
46	Ability for subsequent entry of actual field data into work order form/screen.	H			N/A	

Priority

H - High | M - Medium | L - Low

53 of 56

Availability

Y - Yes | R - Reporting Tool | T - Third Party
M - Modification | F - Future | N - Not Available

Town of Jupiter, FL - Utility Billing Services & Enterprise Asset Management System Selection

Work Orders

4.9 - Work Orders			Replace this text with the primary product name(s) which satisfy requirements.			
Objective: To allow the efficient and timely monitoring of costs incurred to perform individual jobs and projects. To assist with effective scheduling and managing of jobs and projects.						
Number	Application Requirements	Priority	Availability	Cost	Required Product(s)	Comments
47	Ability for multiple work orders for same job/project. Tracks each work order number for cumulative reporting purposes.	H			N/A	
48	Ability to incorporate all work orders into a work schedule for supervisors based upon time required and location of work.	H			N/A	
49	Ability to report on the daily work schedule by week, month, or year.	H			N/A	
50	Ability to generate a work activity list for one or more work orders (i.e. “to do” list based upon active work orders).	H			N/A	
51	Ability to sort, display, and print work orders by a variety of parameters such as location, feature type, crew, priority, etc.	H			N/A	
52	Ability to project costs incurred by job, project, and program based on history of similar jobs, projects, and programs.	M			N/A	
53	Ability to indicate and report status of work orders including:	-			N/A	
54	Request for Work Made - Not Assigned/Scheduled	H			N/A	
55	Request for Work Made – Scheduled	H			N/A	
56	Work Initiated	H			N/A	
57	Work Completed	H			N/A	
58	Additional Work Required, or Another Work Order Generated	H			N/A	
59	Ability to allow work performed to be "charged" to department, fund, project, program, or account based on work order type	M			N/A	
60	Ability to support standard cost centers to capture and report on costs incurred for repetitive or recurring work programs.	H			N/A	
61	Ability for the work tasks to have information readily available on the safety procedures associated with doing that task.	H			N/A	
62	Ability to be deployed across the enterprise such that multiple supervisors / departments are scheduling, monitoring and reporting on work order independently, with the ability to transfer work between functional areas.	H			N/A	
63	Ability to attach photos or documents.	H			N/A	
64	Ability to use work orders for job costing while tracking labor, materials, equipment usage with fixed and variable costs.	H			N/A	
65	Ability, for a job, to define a series of tasks / activities, necessary resources, materials, charges, etc. for that job with scheduled dates	H			N/A	
66	Ability to search on any field in the work order	H			N/A	
67	Ability to group multiple items (i.e. locations, equipment or assets) on a single work order and update all items in the group at once as having been serviced	H			N/A	
68	Ability to have multiple activities to one work order and track labor, materials and equipment to each activity.	M			N/A	
69	Ability to apply multiple miscellaneous charges to a single work order	H			N/A	
70	Integrations / Interfaces					
71	Ability to interface with an email / calendaring system to properly schedule and assign work orders.	H			N/A	
72	System provides a central Work Order function that is fully integrated with the following modules:	-			N/A	

Priority

H - High | M - Medium | L - Low

Availability

Y - Yes | R - Reporting Tool | T - Third Party
M - Modification | F - Future | N - Not Available

Town of Jupiter, FL - Utility Billing Services & Enterprise Asset Management System Selection

Work Orders

4.9 - Work Orders			Replace this text with the primary product name(s) which satisfy requirements.			
Objective: To allow the efficient and timely monitoring of costs incurred to perform individual jobs and projects. To assist with effective scheduling and managing of jobs and projects.						
Number	Application Requirements	Priority	Availability	Cost	Required Product(s)	Comments
73	Utility Billing	H			N/A	
74	Request for Service	H			N/A	
75	Fleet & Equipment	H			N/A	
76	Facilities	H			N/A	
77	Asset Management	H			N/A	
78	Ability for a work order to be directly associated with a GIS location in the Town's GIS application	H			N/A	
79	Ability to export work order information for external uses - excel, word, database)	H			N/A	
80	Ability to interface to MS Project	M			N/A	
81	Reporting					
82	Recurrence Report, listing recurring work orders, and includes requestors, locations, descriptions/categories of maintenance, and workers assigned to indicate problem areas.	H			N/A	
83	Payroll Report, showing employee, labor (regular/OT) dollars, benefits, and hours incurred by work order, job/project, and department, pay rate.	H			N/A	
84	Transaction Ledger / Audit Trail Report.	H			N/A	
85	Job Cost Summary, showing accumulated costs to-date and fiscal year-to-date by job/project/grant. Shows summary of distributions to-date and fiscal year-to-date. Presents unaccumulated/undistributed costs to-date pending. Includes G/L distribution numbers, account number, etc.	H			N/A	
86	Job Cost Detail, showing labor, materials, machines, services, and all other overhead and fringe costs incurred by job/project/grant during a user-defined time interval or request category.	H			N/A	
87	Management Control Report, showing summary information on the time, materials, and equipment used by a crew, division, or a department or request category.	H			N/A	
88	Open Work Orders, reporting on the status and costs incurred to-date for all open/pending work orders. Shows department, requestor, and Project Manager. Listed by type, location, crew, or other parameters.	H			N/A	
89	Work History by Feature Report, listing all work orders opened and/or completed for a specific facility (road/street, building, meter).	H			N/A	
90	Work Type Report, listing all work orders organized by type code.	H			N/A	
91	Purchased Item/Service Report, presenting a summary of all materials and contractual services purchased to complete work orders during a user-defined time interval. Includes vendor name, date, purchase order number, brief description, and cost.	H			N/A	
92	Exception Reporting, listing items that are being worked on repetitively based on user defined parameters.	M			N/A	
93	Equipment Use Report, detailing equipment #, hours, dates, rental rate, etc.	H			N/A	
94	Estimated to Actual Cost Comparison.	H			N/A	
95	Per Unit Cost Report detailing sq. ft. of pipe, etc.	H			N/A	

Priority

H - High | M - Medium | L - Low

Availability

Y - Yes | R - Reporting Tool | T - Third Party
M - Modification | F - Future | N - Not Available

Town of Jupiter, FL - Utility Billing Services & Enterprise Asset Management System Selection
Work Orders

4.9 - Work Orders			Replace this text with the primary product name(s) which satisfy requirements.			
Objective: To allow the efficient and timely monitoring of costs incurred to perform individual jobs and projects. To assist with effective scheduling and managing of jobs and projects.						
Number	Application Requirements	Priority	Availability	Cost	Required Product(s)	Comments
96	Work Orders Billed, detailing billed & paid, and billed & outstanding.	H			N/A	
97	Performance Measure Reporting.	H			N/A	
98	Bills by Customer.	H			N/A	

SUPPORT AND MAINTENANCE AGREEMENT

THIS SUPPORT AND MAINTENANCE AGREEMENT (Support Agreement) is made and entered into this 7 day of JANUARY, 2014 ("Effective Date") by and between: **N. HARRIS COMPUTER CORPORATION** ("Harris"), a Foreign Corporation licensed to do business in the State of Florida, with its principal place of business at 1 Antares Drive, Suite 400, Ottawa, Ontario K2E 8C4, and **THE TOWN OF JUPITER, FLORIDA** ("Town"), a municipal corporation with its principal place of business at 210 Military Trail, Jupiter, FL. 33458.

RECITALS

WHEREAS, the Town is acquiring a license to utilize the Harris Software (in conjunction with additional third party software) and Harris is providing certain services associated with the acquisition and installation of the Harris Software pursuant to a separate Software License and Implementation Services Agreement ("Software Agreement"); and

WHEREAS, the Town wishes to contract for support and maintenance of the Harris Software contracted for pursuant to the Software Agreement; and

WHEREAS, pursuant to this Support Agreement, Harris agrees to provide support and maintenance of the Harris Software contracted for pursuant to the Software Agreement.

NOW THEREFORE, in consideration of the mutual covenants set out in this Support Agreement, and for other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged), the parties agree as follows:

1. **Scope of Services.** For the purposes of this Support Agreement, "**Harris Software**" means the CIS Infinity software product, the Infinity.Link software product, and the iNovah software product. Harris shall provide support and maintenance services to the Town which shall include revisions, updates, materials and enhancements to the Harris Software acquired by the Town pursuant to the Software Agreement, correcting Harris's portions of the interfaces and such other services as listed in Exhibit 1. Harris shall provide software support via telephone and electronic mail, and site visits when necessary during the Town's business hours of operation, unless conditions dictate otherwise. These services may, at the discretion of Harris, be modified or supplemented from time to time with the mutual consent of the Town's designated Project Manager. To enable Harris to provide effective support, the Town shall establish remote access based on remote access procedures compatible with Town's practices. For emergency situations occurring on Town or Harris's observed holidays, Harris shall be available to the Town by pager number and electronic mail.

2. **Definitions.** Unless otherwise defined herein, all terms used herein shall have the meaning ascribed to them in the Software Agreement, which is incorporated herein by reference.

3. **Compensation and Invoicing Expenses.**

(a) Annual Support and Maintenance Fee. In consideration for the support services specified in the Scope of Services, the Town agrees to pay Harris an Annual Support and Maintenance Fee of \$74,663 (\$41,250 for CIS Infinity and Infinity.Link, and \$33,413 for iNovah Enterprise). The Annual Support and Maintenance Fee will be billed to the Town annually, on September 30. Despite the foregoing, upon the "Go Live" date, Harris shall issue a prorated invoice to the Town for that portion of the fiscal year that remains for the period beginning on the "Go Live" date and ending on September 30. After the first full fiscal year ending on September 30 following the Go-Live date, the Annual Support and Maintenance Fee shall increase by 2.5% per year for the next five years. Thereafter, the Annual Support and Maintenance Fee increase shall be limited to the increase in the Consumer Price Index for Urban Consumers (CSLu).

(b) Direct Expenses. In addition to the Annual Support and Maintenance Fee, the Town agrees to reimburse Harris for its direct expenses as set forth below:

all reasonable travel costs, meal expenses of not more than \$65.00 per diem, (no receipts provided however the total number of per diems invoiced will be provided) and a mileage charge consistent with the Internal Revenue Service published guidelines, long distance telephone calls and, subject to Town's receipt of written documentation and approval, other reasonable expenses incurred in the performance of Harris's duties hereunder.

(c) All support services provided by Harris to Town other than those specified in Exhibit 1 which is attached hereto and incorporated herein, shall be provided to Town at Harris' then prevailing prices, hourly rates, policies and terms. For certainty, any updates of, or enhancements to, the Harris Software shall be made available to Town free of charge (with respect to the actual Harris Software updates or enhancements) during the term of this Support Agreement. Upgrades may require additional Services to be performed by Harris including additional training not covered by the Support Agreement. As of the date of this Support Agreement, Harris's hourly rates for services are \$150 for project management and on-site services and \$150 for off-site services. Harris guarantees these rates for 24 months from the effective date of this Support Agreement.

(d) U.S. Currency. All payments to Harris shall be in U.S. dollars and shall be net of any taxes, tariffs or other governmental charges.

4. **Solutions.** Harris certifies that solutions related to the Harris Software prescribed in their proposal response, but which does not include the software provided by any third party software provider, shall remain available and supported during the term of this Support Agreement (except to the extent that Town expressly agrees such functionality is no longer required) and that any material changes to the Harris Software shall not affect the Town's implementation or support.

5. **Documentation.** Harris agrees that Documentation provided with the Harris Software shall be updated to reflect the enhancements and modifications contracted by Town with Harris in the Software Agreement. Harris shall provide the Town all Documentation electronically. All future releases of the Documentation related to the Harris Software shall reflect the modifications made to the Harris Software.
6. **Regulatory Mandated Changes.** Harris shall supply Town with all Federal and State mandated changes impacting the source code of the Harris Software. Harris shall make a good faith effort to provide Town with these changes within ninety (90) days of notification by Town of their enactment.
7. **Term.** The initial term of this Support Agreement shall begin upon the execution of this Support Agreement (the "Effective Date") and continue until September 30 following the Go Live date. Thereafter, the Support Agreement shall continue for a one year term, beginning each October 1 and ending each September 30 provided that Town shall pay the then prevailing Annual Support and Maintenance Fee.
8. **Termination.** Either party may terminate the Support Agreement upon giving to the other not less than 90 days notice in writing prior to the end of the first full year term, or any subsequent anniversary of such date. Unless terminated pursuant to the above, this Support Agreement may be terminated as follows:

If Town attempts to assign this Agreement or any of its rights hereunder, or undergoes a Reorganization without complying with the Agreement or fails to pay an invoice.

If the Support Agreement is terminated by Town, the Town shall be entitled to retain the Software licensed to it as at the date of such termination, but it shall relinquish its rights to receive upgrades of, or enhancements to, the Harris Software, services for the Harris Software, or access to the Source Code related to the Harris Software in escrow upon the occurrence of any event specified in the Software Agreement. For certainty, and without mitigating the application of the Agreement during the term of this Support Agreement, the terms and conditions relating to the Software Agreement and the Documentation shall continue to apply to Town following the termination of this Support Agreement.

Title to and ownership of all proprietary rights in the Harris Software and all related proprietary information shall at all times remain with Harris, and Town shall acquire no proprietary rights by virtue hereof.

The termination of this Support Agreement shall not affect any right of action of either party arising from anything which was done or not done, as the case may be, prior to the termination taking effect.

9. **Notice.** All notices required hereunder shall be made to the parties at the address listed below:

N. HARRIS COMPUTER CORPORATION
1 Antares Drive, Suite 400

Ottawa, Ontario K2E 8C4
Attention: CEO
Telephone: 613-226-5511, extension 2149

and in the case of the Town, to:

THE TOWN OF JUPITER, FLORIDA
210 Military Trail
Jupiter, FL 33458
Attention: IT Director
Telephone: 561-741-2339

10. **No Waiver of Enforcement.** Either party's lack of enforcement of any provision in this Support Agreement in the event of a breach by the other shall not be construed to be a waiver of any such provision and the non-breaching party may elect to enforce any such provision in the event of any repeated or continuing breach by the other.
11. **Authority to Execute.** The parties hereto represent and warrant that the individuals executing this Support Agreement are the duly authorized agents, officials, or officers or representatives of the parties.
12. **Exclusive Agreement.** This Support Agreement is the exclusive statement of the entire support and maintenance agreement between Harris and Town. No change, termination or attempted waiver of any of the provisions hereof shall be binding unless in writing and signed by the party against whom the same is sought to be enforced.
13. **Remedies.** The Town and the Harris recognize that circumstances may arise entitling the Town to damages for breach or other fault on the part of the Harris arising from this Support Agreement. The parties agree that in all such circumstances the Town's remedies and the Harris's liabilities shall be limited as set forth below and that these provisions shall survive the termination of this Support Agreement.
 - (i) FOR BREACH OR DEFAULT BY HARRIS IN CONNECTION WITH THIS SUPPORT AGREEMENT, THE TOWN'S EXCLUSIVE REMEDY, IN ADDITION TO ELECTING TO RESCIND OR TERMINATE THE SUPPORT AGREEMENT, SHALL BE THE PAYMENT OF THE TOWN'S DAMAGES IN AN AMOUNT NOT TO EXCEED THE AMOUNT OF FEES ACTUALLY PAID BY THE TOWN TO HARRIS UNDER THIS SUPPORT AGREEMENT DURING THE PRECEDING TWELVE (12) MONTHS OF THE SUPPORT AGREEMENT UP TO AND INCLUDING THE DATE OF TERMINATION.
 - (ii) IN NO EVENT SHALL ANY DAMAGES INCLUDE, NOR SHALL HARRIS BE LIABLE FOR, ANY SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES EVEN IF HARRIS HAS BEEN ADVISED OF THE POSSIBILITY THEREOF. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, HARRIS SHALL NOT BE

LIABLE FOR LOST PROFITS, LOST BUSINESS REVENUE, FAILURE TO REALIZE EXPECTED SAVINGS, OTHER COMMERCIAL OR ECONOMIC LOSS OF ANY KIND, OR FOR ANY CLAIM WHATSOEVER AGAINST THE TOWN BY ANY THIRD PARTY.

- (iii) CLAUSES (i) AND (ii) SHALL APPLY IN RESPECT OF ANY CLAIM, DEMAND OR ACTION BY THE TOWN IRRESPECTIVE OF THE NATURE OF THE CAUSE OF ACTION UNDERLYING SUCH CLAIM, DEMAND OR ACTION, INCLUDING, BUT NOT LIMITED TO, BREACH OF CONTRACT OR TORT.

14. The parties hereby confirm that the waivers and disclaimers of liability, releases from liability, limitations and apportionments of liability, and exclusive remedy provisions expressed throughout this Support Agreement shall apply regardless of the cause of liability.
15. Where remedies are expressly afforded by this Support Agreement, such remedies are intended by the parties to be the sole and exclusive remedies of the Town in connection with this Support Agreement, notwithstanding any remedy otherwise available at law or in equity.
16. **Governing Law/Venue.** This Support Agreement shall be governed by the laws of the State of Florida. Venue for any cause of action arising out of this Support Agreement shall lie in the 15th Judicial Circuit in and for Palm Beach County, Florida, or the United States District Court, Southern District of Florida, West Palm Beach, Florida.
17. **Assignment.** This Support Agreement may not be assigned by the Town unless, concurrently with any such assignment, the Town assigns its rights under, and complies with the provisions of the Software Agreement.
18. **Subcontractors.** Harris shall not utilize contractors or subcontractors for any services provided pursuant to this Support Agreement without the prior written approval of the Town. Harris agrees not to assign its obligations under this Support Agreement without the prior written authorization of the Town, which will not be unreasonably withheld.
19. **Successors and Assigns.** This Support Agreement shall be binding upon the parties' successors and Assigns and shall, thereafter enure to their benefit.
20. **Time of the Essence.** Time shall be of the essence in the parties' performance of their respective obligations under this Support Agreement.
21. **Severability.** The invalidity or unenforceability of any provision or covenant contained in this Support Agreement shall not affect the validity or enforceability of any other provision or covenant herein contained and any such invalid provision or covenant shall be deemed to be severable.
22. **Further Assurances.** The parties shall do all such things and provide all such reasonable

assurances as may be required to consummate the transactions contemplated hereby, and each party shall provide such further documents or instruments required by any other party as may be reasonably necessary or desirable to effect the purposes of this Support Agreement and to carry out its provisions.

23. **Counterparts.** This Support Agreement may be executed in counterparts (whether by facsimile signature or otherwise), each of which when so executed shall constitute an original and all of which together shall constitute one and the same agreement.
24. **Public Records.** Harris shall comply with its requirements as required under Chapter 119, F.S., the Florida Public Records Act. If Harris chooses not to comply with a public records request made pursuant to the Public Records Act, then Harris shall indemnify the Town for any damages and/or attorney fees incurred by the Town due to Harris' failure to comply with the Public Records Act, Chapter 119, F.S. Any public records created hereunder shall be subject to the same terms as those in Section 22 of the Software Agreement and the Town shall equally comply with its obligations thereunder.
25. **No Discrimination.** Neither the Harris nor anyone with whom the Harris shall contract shall discriminate against any person employed or applying for employment with Harris or the Town concerning the performance of Harris responsibilities under this Support Agreement. This discrimination prohibition shall apply to all matters of initial employment, tenure, and terms of employment, or otherwise with respect to any matter directly or indirectly relating to employment concerning race, color, religion, national origin, age, sex, sexual orientation, ancestry, disability that is unrelated to the individual's ability to perform the duties of a particular job or position, height, weight, marital status, or political affiliation. A breach of this covenant may be regarded as a default of this Support Agreement.

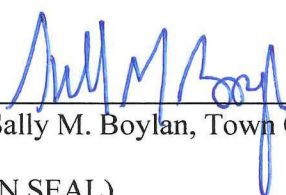
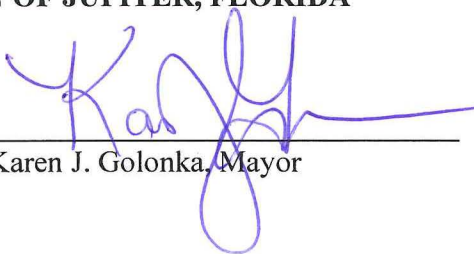
IN WITNESS WHEREOF, the Parties have executed this Support and Maintenance Agreement to be effective as of the date first written above.

N. HARRIS COMPUTER CORPORATION

Per: 
Name: Rob DiMurro
Title: President, Harris Utilities

ATTEST:

TOWN OF JUPITER, FLORIDA

By:  Sally M. Boylan, Town Clerk
(TOWN SEAL)   Karen J. Golonka, Mayor

Approved as to form and legal sufficiency:

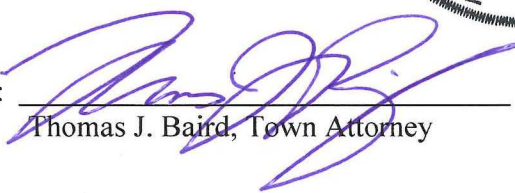
By: 
Thomas J. Baird, Town Attorney

EXHIBIT 1

Standard Support and Maintenance Services – Standard Guidelines

The purpose of this Exhibit 1 is to provide Harris' customers with information on our standard coverage, the services which are included as part of your annual software support, a listing of call priorities, an outline of our escalation procedures and other important details. Harris shall substantially adhere to these guidelines during the term of the Support and Maintenance Agreement.

Harris reserves the right to make modifications to this document as required; provided, however, Harris shall inform the Town in advance before making any modifications to the Support and Maintenance Agreement. Harris shall not reduce the scope of support and maintenance services to be provided hereunder without the prior consent of the Town, and the execution of an amendment to the Support and Maintenance Agreement.

The services listed below are services that are included as part of your software support.

- 800 Toll Free Telephone support
- Software for Life
 - Guaranteed Support on your existing applications for life
 - Cost effective upgrade solutions
- Scheduled assistance for installations, upgrades and other special projects (there may be charges depending on the scope of work)
- Technical troubleshooting and issue resolution
- E-mail support call logging and notification
- Free eSupport access 24 x 7 with the following on-line benefits:
 - Log and close calls
 - View and update calls
 - Update contact information
 - Access published documentation
 - Access available downloads
 - Access Support knowledge base
 - Participate in Discussion Forums
 - Report on metrics
- Standard software releases and updates
 - Defect corrections (as warranted)
 - Planned enhancements
 - State and/or Federal mandated changes (charges may exist depending on scope)
 - Participation in beta program
 - Release notes
- Limited training questions (15 minute guideline)
- Customer Care Program
 - Quarterly News Letter with support tips
 - Technical support bulletins
 - Communication on new products and services

- On-site visits (as required)
- Design review for potential enhancements or custom modifications
- Outstanding calls report with conference call (as required)
- Ability to attend the annual customer conference (attendance fees apply)

HelpDesk Hours

Harris' standard hours of support are from 8:00 a.m. EST to 8:00 p.m. EST, Monday to Friday, excluding designated statutory holidays. Support is available from 8:00 p.m. EST through to 8:00 a.m. EST and is billable on an hourly basis. Support hours may vary by specific product line. Weekend assistance is available and must be scheduled in advance and in most cases is billable.

Harris shall provide Town with the list of emergency after hours contact numbers and fee schedule for after hour services and Harris will update such list annually.

Response Times

Response times will vary and are dependent on the priority of the call. Harris shall exercise its best efforts to address incoming calls in the order that they are received, however Harris' response to calls may be escalated based on the urgency of the issue reported. Harris' response time guidelines are as follows:

Priority 1: 1 - 4 hours

Priority 2: 1 - 8 hours

Priority 3: 1 - 24 hours

Call Priorities

In an effort to assign the appropriate resources to incoming calls as effectively as possible, three types of call priorities, 1, 2 and 3 recognized: A Priority 1 call is classified as Urgent or High Priority call, Priority 2 is classified as a Medium Priority and Priority 3 is classified as a Low Priority. The criteria used to establish guidelines for the hierarchy of these calls are as follows:

Priority 1 – High

- System Down (Software Application, Hardware, Operating System, Database)
- Inability to process bills
- Program errors without workarounds
- Incorrect calculation errors impacting a majority of records
- Aborted postings or error messages preventing data integration and update
- Performance issues of severe nature impacting critical processes
- Hand-held interface issues preventing billing

Priority 2 - Medium

- System errors that have workarounds
- Calculation errors impacting a minority of records
- Reports calculation issues
- Printer related issues (related to interfaces with our software and not the printer itself)
- Security issues
- Hand-held issues not preventing billing
- Performance issues not impacting critical processes
- Usability issues
- Workstation connectivity issues (Workstation specific)

Priority 3 - Low

- Report formatting issues
- Training questions, how to, or implementing new processes
- Aesthetic issues
- Issues with workarounds for large majority of accounts
- Recommendations for enhancements on system changes
- Questions on documentation

Call Process

All issues or questions reported to support are tracked via a support call, our support analysts cannot provide assistance unless a support call is logged. Harris' current process for logging calls includes the following: eSupport (via website), email, phone and fax.

- Your call must contain at a minimum: Town name, contact person, software product and version, module and/or menu selection, nature of issue, detailed description of your question or issue and any other information you believe pertinent.
- Our support system or one of our support analysts will provide you with a call ID to track your issue and your call will be logged into our support tracking database.
- Your call will be stored in a queue and the first available support representative will be assigned to deal with your issue.
- As the support representative assigned to your call investigates your issue, you will be contacted and advised as to where the issue stands and the course of action that will be taken for resolution. If we require additional information, you will be contacted by the assigned support representative to supply the information required.
- All correspondence and actions associated with your call will be tracked against your call in our support database. At any time, if available to you, you may log onto our website to see the status of your call.
- Once your call has been resolved, you will receive an automated notification by email that your call has been closed. This email will contain the entire event history of the call from the time the call was created and leading up to the resolution of the call. You also have the option of viewing both your open and closed calls, if available to you, via our website.
- If your issue needs to be escalated to a development resource or programmer for resolution, your issue will be logged into our development tracking database and you will be provided with a separate ID number to track the progress of the issue. At this time, your support call will be closed and replaced by the development ID number. The development ID number will remain open until your issue has been completely resolved. Issues escalated to development will be scheduled for resolution and may not be resolved immediately depending on the nature and complexity of the issue.
- Contact the support department at your convenience for a status update on your development issues, or log onto our website (if available to you) to view your issues online.

Escalation Process

Harris' escalation process is defined below. This process has been put in place to ensure that issues are being dealt with appropriately. If at any time the customer is not completely satisfied with the resolution of an issue, the customer is encouraged to escalate with the support department as follows:

- Level 1:** Contact the support representative working on your issue
- Level 2:** Contact the support supervisor or group lead
- Level 3:** Contact the Director of Support
- Level 4:** Contact the Vice President of Operations
- Level 5:** Contact the Executive Vice President

Holiday Schedule

Below is a listing of statutory holidays. Please note that support services will be closed on designated days as outlined below.

New Year's Day	Closed
President's Day	Closed
Memorial Day	Closed
Independence Day	Closed
Labor Day	Closed
Thanksgiving	Closed
Christmas Eve	Early Closure
Christmas Day	Closed
New Year's Eve	Early Closure

Billable Support Services

The services listed below are services that are outside the scope of this support and maintenance agreement and are therefore considered billable services.

- Extended telephone training
- Forms redesign or creation (includes Bill Prints, Notice Prints and Letters)
- Setup and changes to hand-held interface or creation of new interface
- Setup of new services or changes to services (PAP, ACH, etc)
- File imports/exports - interfaces to other applications
- Refreshes, backups, restores, setting up test areas
- Setup of new printers, printer setup changes
- Custom modifications (reports, bills, forms, reversal of customizations)
- Setting up additional companies / agencies / tokens / general ledgers
- Data conversions / global modification to setup table data
- Database maintenance, repairs and optimization
- Extended Hardware and Operating System support
- Upgrades and support of third party software
- Installations / re-installations (workstations, servers)

Test Databases and Environments

Harris supports customers in the maintenance of independent Test Environments for testing purposes. This allows customers the opportunity to test fixes, modifications, new business processes and/or scenarios without risking any potentially unwanted changes to the live environment. The creation of Test Databases and Environments is a billable service; quotations and incremental maintenance rates will be provided on request.

Connection Methods

To ensure Harris can effectively support our clients, we require that a communication link is established and maintained between our two sites. It is the client's responsibility to ensure the connection is valid at your location so that we can connect to your site and resolve any issues. Our supported methods of connection are: Direct internet, Virtual Private Network (VPN), Remote Access Server (RAS), Direct Connection (modem) and Terminal Services (a backup connection may be required for file transfers).

Hardware and Third Party Support – if applicable

The purpose of this section is to provide our customers with information on our standard coverage and the services which are included as part of your annual hardware and third party software support (if applicable). This section serves as a guideline for the support department but is superseded by an existing third party or other agreement.

The services listed below are services that are out of scope and are therefore considered billable – please note that we do not provide hardware support for any printers:

- on-site installation or upgrade of hardware and third party software
- extended telephone training (beyond 15 minutes)
- reconfiguration of hardware and file servers
- recovering data resulting from client error
- upgrading of hardware systems
- preventive maintenance monitoring or other services
- recommending or assisting with disaster recovery plans
- re-establishment of ODBC connection if connection was lost due to actions of customer
- ODBC connections to other third party products
- creation of custom reports
- report writer training, upgrades and installations (other than at time of initial purchase)

TOWN OF JUPITER
Approval of Contract EPW 2025-03 for the Arterial Road Landscaping Improvements
Phase II



DATE	December 17, 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 148-24 for the award of Contract EPW 2025-03, Arterial Road Landscaping Improvements Phase II to Lucky Landscaping, LLC in an amount not to exceed \$549,459.60.

EXECUTIVE SUMMARY

Town staff is providing Resolution 148-24 for consideration by Town Council for approval of the award of Contract EPW 2025-03, Arterial Road Landscaping Improvements Phase II to Lucky Landscaping, LLC in an amount not to exceed \$549,459.60.

The project construction scope consists of but is not limited to, obtaining any required maintenance of traffic approvals, the removal of existing vegetation, tree/shrub installation, irrigation system repairs, St. Augustine sod installation, landscape soil installation, Limestone boulders installation, and sustaining installed trees/shrubs during an establishment period along 12 roadways/areas in the Town of Jupiter. The areas to receive landscaping are A1A (from just south of Marcinski Road to just north of Ocean Walk Boulevard), Alternate A1A (from just south of Fredrick Small Road to Toney Penna Drive), Central Boulevard (from just east of Egret Landing Boulevard to just south of Indiantown Road), Coastal Way/Riverwalk, Cypress Drive (just north of Riverside Drive to just south of Division Street/Pine View), Fredrick Small Road (Medians east of Military Trail), Heights Boulevard (just south of Flemming Street to just north of Donald Ross Road), Indiantown Road (from the median just west of Central Boulevard to the median just east of US Highway 1), Island Way (from the Beacon Park entrance to just north of Jupiter Isles Boulevard), Military Trail (from just north of Indian Creek Parkway to Indiantown Road), Toney Penna Drive and Pennock Lane Intersection, and US Highway 1 (from the median just south of Marcinski Road to just south of Indiantown Road).

On November 7, 2024, two (2) bids were received and opened for the subject project; please see attached Bid Tabulation. Town staff reviewed all bids and determined that Lucky Landscaping is the lowest, most responsive, and responsible bidder with a total bid amount of \$549,459.60. Town staff contacted references provided by Lucky Landscaping and received positive feedback on the quality of their work and the timely completion of their projects.

The Contract proposed for this project is the Engineering Division's C1 Contract standard form. The Town Attorney has reviewed this standard form in the past and found it to be acceptable.

ANALYSIS

Town staff has reviewed the bids and conducted the solicitation process in accordance with the Town's purchasing policy.

Town staff is providing Resolution 148-24 for consideration by Town Council for approval of the award of Contract EPW 2025-03, Arterial Road Landscaping Improvements Phase II to Lucky Landscaping, LLC in an amount not to exceed \$549,459.60. In the event the Town Council approves Resolution 148-24, the Mayor will be authorized to execute the Contract on its behalf. See attached Contract.

STRATEGIC PRIORITY

- Organizational Excellence

ATTACHMENTS

1. Resolution 148-24
2. Bid Tabulation
3. Contract

FUNDING SOURCE

Approved in Budget	\$549,459.60	Sources: 31031041-563100-E2002 Arterial Roadway Landscaping
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 and/or 561-741-2737.

RESOLUTION NO. 148-24

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF JUPITER, FLORIDA FOR THE AWARD OF CONTRACT EPW 2025-03, ARTERIAL ROAD LANDSCAPING IMPROVEMENTS PHASE II TO LUCKY LANDSCAPING, LLC IN AN AMOUNT NOT TO EXCEED \$549,459.60. AND TO AUTHORIZE THE MAYOR TO EXECUTE THE CONTRACT ON ITS BEHALF.

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

WHEREAS, the Town's Engineering and Public Works Department solicited bids for EPW 2025-03, Arterial Road Landscaping Improvements Phase II; and

WHEREAS, the scope of work for the Arterial Road Landscaping Improvements Phase II consists of but is not limited to, obtaining any required maintenance of traffic approvals, the removal of existing vegetation, tree/shrub installation, irrigation system repairs, St. Augustine sod installation, landscape soil installation, limestone boulders installation, and sustaining installed trees/shrubs during an establishment period along 12 roadways/areas in the Town of Jupiter; and

WHEREAS, based on the review of bids by Town staff, Town Council has determined that Lucky Landscaping, LLC is qualified to provide the services sought by the Town pursuant to its solicitation of bids; and

WHEREAS, the Town Council has determined that it should award Contract EPW 2025-03 in an amount not to exceed \$549,459.60 to Lucky Landscaping, LLC; and

WHEREAS, the Town has sufficient funds in its Community Investment Program budget which are available for the funding of the Project.

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 Contract with Lucky Landscaping, LLC in an amount not to exceed \$549,459.60.

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

Bid Opening Date: November 7, 2024
Bid Opening Time: 11:00 AM

BID TABULATION

Arterial Road Landscaping Improvements Phase II

Contract/Bid Number: EPW 2025-03

TOWN OF JUPITER

CONTRACTOR NAME	TOTAL BASE BID SUM	REVIEWED CALCULATED BID	BID BOND/SECURITY
Arazoza Brothers Corp.	\$732,543.00	\$732,543.00	5% Great Midwest Insurance Company
Lucky Landscaping	\$553,204.60	\$549,459.60	5% Lexington National Insurance Corporation

EPW 2025-03

CONTRACT
BETWEEN THE
TOWN OF JUPITER
AND
LUCKY LANDSCAPING, LLC

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 Lucky Landscaping, LLC, 705 Paulina Road, Jupiter, FL 33477, a Florida Corporation, FEID Number 82-3340457 hereinafter designated as "the CONTRACTOR".

WITNESSETH THAT

WHEREAS, the TOWN is a municipality and given 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 contractor to provide construction services; and

WHEREAS, the TOWN solicited and received bids on November 7, 2024 for the Construction of Arterial Road Landscaping Improvements Phase II, Palm Beach County County, Florida; and

WHEREAS, the CONTRACTOR has responded to the TOWN'S solicitation and the CONTRACTOR is qualified and willing to provide said services; and

WHEREAS, the TOWN has found the CONTRACTOR'S response to be acceptable and wishes to enter into a CONTRACT; and

WHEREAS, the TOWN has budgeted funds in its current fiscal year budget which are available for the funding of this CONTRACT;

NOW, THEREFORE, the TOWN and the CONTRACTOR in consideration of the benefits flowing from each to the other do hereby agree as follows:

1. STATEMENT OF WORK

The CONTRACTOR shall furnish all materials, tools, labor, equipment, and other necessary items for the performance of the work, and shall perform the required work in accordance with the CONTRACT Documents for CONTRACT No. EPW 2025-03 entitled Arterial Landscaping Improvements Phase II, Palm Beach County (“Project”).

- 1.1. CONTRACTOR shall provide the TOWN with a copy of its license to do business as a Landscaper in the State of Florida, and also shall obtain a business tax receipt from the TOWN and Palm Beach County prior to commencing any work under the CONTRACT. In lieu of a Town and Palm Beach County issued Occupational License and in accordance with Florida Statutes 205.065, a current Department of Professional Regulation certificate shall be provided with a copy of the Occupational License of the CONTRACTOR’S permanent business location’s county/city.
- 1.2. Examine the CONTRACT Documents and the site of the proposed work carefully before submitting a proposal for the work contemplated. Investigate the conditions to be encountered, as to the character, quality, and quantities of work to be performed and materials to be furnished and as to the requirements of all CONTRACT Documents.

2. CONTRACT TERM, PERIOD OF PERFORMANCE AND LIQUIDATED DAMAGES

- 2.1. Unless extended or terminated, the period of performance of this CONTRACT shall commence upon the effective date of the Notice to Proceed and continue for a period of One Hundred Fifty (150) calendar days. The CONTRACTOR shall not proceed with work under this CONTRACT until a written Notice to Proceed is received from the TOWN.
- 2.2. The parties agree that the TIME IS OF THE ESSENCE, in the performance of each and every obligation under this CONTRACT. The CONTRACT period of performance may only be changed by a supplemental agreement or written time extension.
- 2.3. Failure to complete the Project within the time fixed in this CONTRACT will result in substantial injury to the TOWN. As damages arising from such failure cannot be calculated with any degree of certainty, it is hereby agreed that if the project is not completed with the time fixed or within such further time, if any, as may be authorized in accordance with the CONTRACT documents, the CONTRACTOR shall pay to the TOWN as Liquidated Damages for such delay, and not as a penalty, Six Hundred Seventy-five (\$675.00), for each and every calendar day elapsing between the date fixed for completion and the date such completion shall have actually occurred.
- 2.4. This provision of Liquidated Damages for delay shall in no manner affect the TOWN's right to terminate the CONTRACT. The TOWN's exercise of the right to terminate shall not release the CONTRACTOR from his obligation to pay Liquidated Damages. It is further agreed that the TOWN may deduct from the balance of the CONTRACT sum held by the TOWN the Liquidated Damages stipulated herein or such portions as said balance will cover.

3. CONSIDERATION

- 3.1. The consideration for the full and complete performance under this CONTRACT, subject only to such additions and deductions as are agreed to by the parties in writing, shall be an amount not to exceed Five Hundred Forty-Nine Thousand, Four Hundred Fifty-Nine Dollars, and Sixty Cents (\$549,459.60).
- 3.2. The aggregate CONTRACT price, as stated above, includes the specific indemnification consideration required under Section 725.06, Florida Statutes. By including such specific consideration in addition to other good and valuable considerations, paid by the TOWN, the receipt of which is acknowledged by the CONTRACTOR, the parties agree that they have complied with the requirements of Section 725.06, Florida Statutes, if applicable, for the indemnification agreement in Paragraph 5 of this CONTRACT.
- 3.3. Pursuant to Section 287.055(5)(a), Florida Statutes, the signature on this CONTRACT by an authorized agent of the CONTRACTOR, 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 CONTRACTOR agrees that the TOWN may adjust the consideration of 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. CONTRACT DOCUMENTS

The CONTRACT Documents listed below are incorporated herein by reference and shall become a part of this CONTRACT as though physically attached as a part hereof, and all documents in this CONTRACT shall be interpreted together to yield the most consistent results to achieve the purpose of the Project:

- 4.1. This Document and all amendments and addendums thereto.
- 4.2. CONTRACT plans for ARTERIAL ROAD LANDSCAPING IMPROVEMENTS PHASE II AND EPW 2025-03 consisting of plans prepared by Cotleur & Hearing, Inc. dated September 25, 2024.
- 4.3. Supplemental Agreements and Unilateral Payments, Addendum, Supplemental Conditions, Technical Special Provisions, General Conditions, Town Standard Specifications, Town Standard Details, and FDOT Roadway and Traffic Standard Plans.
- 4.4. Invitation to Bid, Instructions to Bidders, Bid Forms, and Post Award Forms
- 4.5. Performance and Payment Bonds for CONTRACT work

5. INDEMNIFICATION

- 5.1. For \$100.00 and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged as part of the first payment for services, the CONTRACTOR shall indemnify, defend, and save harmless the TOWN, its elected officials, agents, guests, invitees and employees, from all suits, actions, claims, demands, damages, losses, expenses, including attorney's fees, costs and judgments of every kind

and description to which the TOWN, its agents, guests, invitees, or employees may be subjected by reason of personal injury, bodily injury including death, or property damage, resulting from or growing out of any intentional, negligent, reckless, or careless act of commission, omission, or consequential damage directly or indirectly connected with the CONTRACTOR, its subcontractors, its agents, or employees, and committed in connection with this CONTRACT, CONTRACTOR'S performance hereof, or any work performed hereunder.

- 5.2. The CONTRACTOR shall indemnify, defend, and save harmless the TOWN, its agents, or employees from and against all claims, demands, actions, suits, damages losses, expenses, costs, including attorney's fees, and judgments of every kind and description arising from, based upon, or growing out of the violation of any Federal, State, county or city law, by-law, ordinance of regulation by the CONTRACTOR, its agents, trainees, invitees, servants or employees. The CONTRACTOR further acknowledges that it is solely responsible for ensuring the safety of the premises to protect its employees, subcontractors, invitees, licensees and all other persons during the course of the work, and agrees to hold and save the TOWN harmless against all claims involving alleged negligence by the TOWN in failing to adequately ensure the safety of the site or otherwise ensure compliance with the CONTRACT.
- 5.3. The CONTRACTOR agrees to indemnify, defend, save and hold harmless the TOWN, its officers, agents, and employees, from all claims, damages, losses, liabilities and expenses arising out of any alleged infringement of copyrights, patent rights and/or the unauthorized or unlicensed use of any material, property, or other work in connection with the performance of the CONTRACT.
- 5.4. CONTRACTOR 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).
- 5.5. TOWN reserves the right to select its own counsel to conduct any defense in any such proceedings and all costs and fees associated therewith shall be the responsibility of the CONTRACTOR under the indemnification agreement set forth herein. Nothing contained herein is intended nor shall it be construed to waive TOWN's rights and immunities under the common law or Florida Statute 768.28, as amended from time to time.
- 5.6. Guaranty of Payment for Claims: The CONTRACTOR guarantees the payment of all just claims for materials, supplies, tools, or labor and other just claims against him or any subcontractor, in connection with the CONTRACT. The TOWN'S final acceptance and payment does not release the CONTRACTOR'S bond until all claims are paid or released.

6. GRATUITIES

The CONTRACTOR hereby warrants that he has not, during the bidding process or, during the term of this CONTRACT, offered to pay any officer, employee or agent of the TOWN, anything of value including, but not limited to gifts, loans, rewards, promises of future employment, favors or services, based on the understanding that the actions, decision or judgments of such officer, employee, or agent would be influenced thereby. In the event of a breach of this provision, the TOWN may terminate this CONTRACT without liability and, at its sole discretion, deduct or otherwise recover the full amount of such fee, commission, percentage, gift, or other consideration.

7. LAW VENUE

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.

8. CONTRACT AMENDMENTS

This contract may be amended only with the prior written approval of the parties.

9. NO ASSIGNMENT

The CONTRACTOR 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.

10. ATTORNEY FEES

If either party utilizes legal action, including appeals, to enforce this CONTRACT, the prevailing party shall be entitled to recover its reasonable attorney's fees and costs.

11. INDEPENDENT CONTRACTOR

The CONTRACTOR is an independent contractor 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 contractor, between the TOWN AND THE CONTRACTOR, its employees, agents, subcontractors, or assigns, during or after the performance of this CONTRACT. The CONTRACTOR is free to provide similar services to others.

12. FUNDING

In the event that sufficient budgeted funds are not available for a new fiscal period, the TOWN shall notify the CONTRACTOR of such occurrence and the CONTRACT shall terminate on the last day of the current fiscal period without penalty or expense to the TOWN.

13. RIGHT TO AUDIT

The TOWN reserves the right to audit the CONTRACTOR's records as such records relate to the services and the CONTRACT between the TOWN and the CONTRACTOR. All records shall be kept in a way so as to permit inspection pursuant to Chapter 119, Florida Statutes. The records of the CONTRACTOR shall be retained for three (3) years from the date of final payment.

14. RISK OF LOSS

The risk of loss or destruction to the project, or any portion and/or element thereof, regardless of the cause of the casualty, shall be borne solely by the Contractor until all goods and materials to be used in the work are incorporated into the Project at the Project site for its intended purpose and use and final inspection, acceptance and payment for the Project has been made by the Town. Title to the goods shall pass to the Town upon delivery and final acceptance of the entire Project by the

Town, notwithstanding the fact that periodic payments may have been made during the course of the contract.

15. FORCE MAJEURE

Notwithstanding any provisions of this Contract to the contrary, the parties shall not be held liable if failure or delay in the performance of this Contract 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.

16. COMPLIANCE WITH LAWS

The CONTRACTOR, its employees, subcontractors or assigns, shall comply with all applicable federal, state, and local laws and regulations relating to the performance of this CONTRACT. The TOWN undertakes no duty to ensure such compliance, but will attempt to advise the CONTRACTOR, upon request as to such laws of which it has present knowledge.

17. APPLICABLE LAWS, ORDINANCES, RULES, CODES AND REGULATIONS

Familiarity with Laws: Notice is hereby given that the CONTRACTOR must be familiar with all Federal, State and Local Laws, ordinances, rules, codes and regulations that may affect the work. Ignorance on the part of the CONTRACTOR will in no way relieve him from the responsibility of compliance therewith.

Non-Segregated Facilities: The CONTRACTOR and each subcontractor shall comply with the Certification of Non-Segregation Facilities.

Nondiscrimination and Equal Opportunity Employment: During the performance of the CONTRACT, the CONTRACTOR agrees as follows:

The CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin. The CONTRACTOR shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading; demotion or transfer; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

In the event of the CONTRACTOR'S noncompliance with the nondiscrimination clauses of the CONTRACT, or with any of such rules, regulations, or orders, the CONTRACT may be canceled, terminated, or suspended in whole or in part, without liability to the TOWN.

18. PUBLIC ACCESS

The CONTRACTOR shall comply with public records laws Chapter 119, Florida Statutes, specifically to: Keep and maintain public records that ordinarily and necessarily would be required by the TOWN in order to perform the service; Provide the public with access to public records on the same terms and conditions that the TOWN would provide the records and at a cost that does not exceed the cost provided in Chapter 119, F.S. or as otherwise provided by law; Ensure that public records that are exempt or confidential and exempt from public records disclosure

requirements are not disclosed exempt as authorized by law; Meet all requirements for retaining public records and transfer, at no cost, to the TOWN all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt of confidential and exempt from public disclosure requirements. All records stored electronically must be provided to the TOWN in a format that is compatible with the information technology systems of the TOWN. If the CONTRACTOR does not comply with a public records request, the public agency shall enforce the contract provisions in accordance with the contract.

19. INTEGRATION

This CONTRACT states the entire understanding between the parties and supersedes any written or oral representations, statements, negotiations, or agreements to the contrary. The CONTRACTOR recognizes that any representations, statements or negotiations made by the TOWN staff do not suffice to legally bind the TOWN in a contractual relationship unless they have been reduced to writing, approved and signed by an authorized TOWN representative. This CONTRACT, once properly executed, shall bind the parties, their assigns, and successors in interest.

20. NON-EXCLUSIVITY

The Award of this CONTRACT shall not impose any obligation on the TOWN to utilize the CONTRACTOR, for all work of this type, which may develop during the CONTRACT period. The TOWN specifically reserves the right to concurrently contract with other companies for similar work if it deems such action to be in the TOWN's best interest.

21. NO WAIVER

Changes made by the Town's Engineer will not be considered to waive any of the provisions of the Contract, nor may the Contractor make any claim for loss of anticipated profits because of the changes, or by reason of any variation between the approximate quantities and the quantities of work actually performed. All work shall be performed as directed by the Town's Director of Engineering and Public Works and in accordance with the Contract Documents.

22. NOTICE

All notices and invoices to the TOWN shall be sent to the following address:

Attention: Town of Jupiter
Thomas Hernandez, P.E.,
Director of Engineering and Public Works
210 Military Trail
Jupiter, FL 33458-5786

All notices and invoices to the CONTRACTOR shall be sent to the following address:

23. SEVERABILITY

Should any part, term or provision of this Agreement be by the courts decided to be invalid, illegal or in conflict with any law of the State, the validity of the remaining portion or provision shall not be affected thereby.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the day, month and year first above written.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the day, month and year first above written.

ATTEST

THE TOWN OF JUPITER

By: _____
Laura E. Cahill, Town Clerk

By: _____
Jim Kuretski, Mayor

(TOWN SEAL)

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

By: _____
Thomas J. Baird, Town Attorney

(CONTRACTOR)

By: _____
Signature

Attested By: _____
Signature

Printed Name

Printed Name

Title

Title

TOWN OF JUPITER
Revised Funding Schedule for Contract S2339 Stormwater Cleaning, Inspection and Rehabilitation Services with Nu-Pipe



DATE	December 17, 2024
TO	Honorable Mayor and Members of Town Council
THRU	Frank Kitzerow, Town Manager
FROM	Amanda Barnes, Utilities Director
SUBJECT	Approving a Revised Funding Schedule for Contract S2339 Stormwater Cleaning, Inspection and Rehabilitation Services with Nu-Pipe

EXECUTIVE SUMMARY

Requesting approval to revise the estimated funding schedule included in the Stormwater Cleaning, Inspection and Rehabilitation Services Contract (S2339) with Nu-Pipe, increasing the estimated Contract Value for the Initial 2-year term by \$200,000, the first contract renewal (2-year term) by \$200,000, and the final contract renewal (1-year term) by \$100,000, for a total increase of \$500,000 over the possible 5-year duration. These increases were budgeted for and are available in two Stormwater Community Investment Program (CIP) projects, namely Stormwater System Rehabilitation (S1009) and Stormwater Asset Maintenance (S1290).

On November 17, 2023, by Resolution 98-23, the Jupiter Town Council awarded a non-exclusive, two-year, renewable unit price contract to Nu-Pipe, LLC of Mount Pleasant, South Carolina for Stormwater Infrastructure Cleaning, Inspection and Rehabilitation Services (S2339) with an estimated budget equal to \$270,000 per year or \$540,000 for the initial 2-year Contract term.

The first year of the contract with Nu-Pipe has proven to be productive and beneficial towards facilitating interior cleanings, video inspections, and repairs of Town-owned drainage systems identified as problematic and causing nuisance flooding issues or unsafe conditions due to subsidence of surface material (sod, dirt, and asphalt) indicating drainage deficiencies. Work during the first year of NuPipe's contract was completed within the estimated \$270,000 identified in the original funding schedule and is generally summarized as follows:

- 130 feet of cured in place pipe (CIPP) liner in an existing 42-inch diameter drainage pipe located in a tight corridor between two homes on Center Street. CIPP is a trenchless pipe rehabilitation method that involves installing a cementitious liner within an existing pipe to address joint and pipe failures, minimizing disturbance to the surrounding properties.
- Interior cleanings, video inspections, and minor repairs of drainage pipes on Northfork Drive, Hepburn Avenue, Still Lake Drive, Commerce Way East, Jacaranda Drive, Barbados Drive, Longleaf Drive, Lakebend Drive, Schoolhouse Road, Wymberly Drive, Stadium Drive, Danforth Drive and Waterford Drive
- Cleaning, inspection and chemical grout joint repairs to 20 pipe joints on approximately 200 feet of existing 36-inch diameter drainage pipe at 707 Commerce Way East

Similar work is planned for the 2nd year of the initial 2-year contract term. However, significantly more CIPP liner (910') and chemical grout joint repairs are expected to be required in the Town-owned drainage system within Jupiter Village based on the extent and number of locations where surface subsidence has occurred. CIPP lining is also needed in The Shores and on Marlin Drive at drainage outfalls located within narrow corridors between existing homes. Funding for the work in Jupiter Village and The Shores was appropriated in the Stormwater System Rehabilitation CIP project (S1009), but was not specifically identified in the Schedule of Funding Table within NuPipe's Contract. As such, costs to complete the identified CIPP lining and repair needs will exceed the estimated \$540,000 for the initial contract term, necessitating its amendment in order to address deficiencies and continue with proactive inspections, cleanings and repairs.

Requested increases to the originally estimated contract values are represented in the Revised Schedule of Funding provided in Attachment 1, which provides a side-by-side comparison of the original contract values and the requested revised values. Consistent with current contract language, all work performed under this contract will be approved in writing by work order authorization from the Town, subject to appropriated fiscal year funding, and there is no minimum amount of work expressed or guaranteed to be performed under the Contract. Funding for the requested \$200,000 increase in the current fiscal year is available in the Stormwater System Rehabilitation CIP (S1009) and Stormwater Asset Maintenance CIP budgets (S1290). Funding for the requested increases in subsequent fiscal years will be budgeted accordingly in the Stormwater System Rehabilitation (S1009) and Stormwater Asset Maintenance (S1290) CIP budgets. Increases in funding from the Stormwater Utility Operating Budget are not being requested at this time.

ANALYSIS

The Stormwater Infrastructure Cleaning, Inspection and Rehabilitation Services Contract (S2339) was awarded to Nu-Pipe by the Jupiter Town Council through Resolution 98-23 on November 17, 2023. The funding schedule included in NuPipe's Contract does not account for lining or repairs funded by Stormwater Utility Community Investment Program (CIP) project budgets. Approval of a revised funding schedule for the S2339 Contract with Nu-Pipe is requested, increasing the initial 2-year contract term by \$200,000, the first contract renewal (2-year term) by \$200,000, and the final contract renewal (1-year term) by \$100,000, for a total increase of \$500,000 over the possible 5-year duration, using appropriated funding in the Stormwater System Rehabilitation (S1009) and Stormwater Asset Maintenance (S1290) CIP project budgets.

STRATEGIC PRIORITY

- Fiscal Responsibility
- Safety

ATTACHMENTS

1. Revised Schedule of Funding
2. Resolution No. 98-23
3. Adopted FY 2025 Stormwater System Rehab CIP S1009
4. Adopted FY 2025 Stormwater Asset Maint CIP S1290

FUNDING SOURCE

Approved in Budget	\$ 746,312	Sources: FY 2025 Stormwater System Rehabilitation CIP (Acct. S1009)
	\$ 1,007,408	FY2025 Stormwater Asset Maintenance CIP (Acct. S1290)
Additional Funding Requested	N/A	Sources:

*Funding for subsequent fiscal years will be budgeted according to the revised funding table and will be subject to Town Council appropriation.

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

**Revised Schedule of Funding
Town of Jupiter Utilities
Stormwater Cleaning, Inspection and Rehabilitation Services (\$2339)**

Contract Term/Year	Project Description	Original Estimated Value	Revised Estimated Value
2023/2024	Stormwater Repair and Maintenance (Operating, R&M)	\$ 250,000	\$ 250,000
	Unanticipated Emergency Work (Operating R&M)	\$ 20,000	\$ 20,000
2024/2025	Stormwater Repair and Maintenance (Operating, R&M)	\$ 250,000	\$ 250,000
	Stormwater Repair and Maintenance (CIP S1009, S1290)	\$ -	\$ 200,000
	Unanticipated Emergency Work	\$ 20,000	\$ 20,000
Initial 2-Year Contract Term Totals		\$ 540,000	\$ 740,000
2025/2026	Stormwater Repair and Maintenance (Operating, R&M)	\$ 263,000	\$ 263,000
	Stormwater Repair and Maintenance (CIP S1009, S1290)	\$ -	\$ 100,000
	Unanticipated Emergency Work	\$ 21,000	\$ 21,000
2026/2027	Stormwater Repair and Maintenance (Operating, R&M)	\$ 263,000	\$ 263,000
	Stormwater Repair and Maintenance (CIP S1009, S1290)	\$ -	\$ 100,000
	Unanticipated Emergency Work	\$ 21,000	\$ 21,000
1st Contract Renewal, 2-Year Term Totals		\$ 568,000	\$ 768,000
2027/2028	Stormwater Repair and Maintenance (Operating, R&M)	\$ 276,000	\$ 276,000
	Stormwater Repair and Maintenance (CIP S1009, S1290)	\$ -	\$ 100,000
	Unanticipated Emergency Work	\$ 22,000	\$ 22,000
2nd Contract Renewal, 1-Year Term Total		\$ 298,000	\$ 398,000
	Estimated 5 Year Total	\$ 1,406,000	\$ 1,906,000

RESOLUTION NO. 98-23

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF JUPITER, FLORIDA, AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE A CONTRACT FOR STORMWATER INFRASTRUCTURE CLEANING, INSPECTION AND REHABILITATION SERVICES (S2339) WITH NU-PIPE.

WHEREAS, the Town of Jupiter has prepared and competitively bid a contract which sets forth the scope of work and responsibilities of a unit price contract (S2339) for stormwater infrastructure cleaning, inspection and rehabilitation services; and

WHEREAS, the lowest responsive bid received by the Town for the Stormwater Infrastructure Cleaning, Inspection and Rehabilitation Services (S2339) was submitted by Nu-Pipe, of Charleston, South Carolina on September 28th, 2023; and

WHEREAS, Nu-Pipe's bid submitted on September 28th, 2023 for Stormwater Infrastructure Cleaning, Inspection and Rehabilitation Services (S2339) was reviewed and found to be responsive to the bid requirements and suitable for award, in accordance with the unit pricing provided in their bid and in accordance with fiscal year funding from the Stormwater Operating Budget and Community Investment Program (CIP) budget; and

WHEREAS, work to be performed under this contract is subject to appropriated fiscal year funding and there is no minimum amount of work expressed or guaranteed to be performed under this contract.

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 Nu-Pipe is hereby approved.

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, Nu-Pipe shall be responsible for carrying out all responsibilities which have been established therein.

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

10/17/2023

The foregoing Resolution was offered this 17th day of October, 2023 by Vice-Mayor Ron Delaney, moved its adoption. The motion was seconded Councilor Malise Sundstrom and upon being put to a roll call vote, the vote was as follows:

	AYE	NAY
MAYOR JIM KURETSKI	X	
VICE-MAYOR RON DELANEY	X	
COUNCILOR ANDY FORE	Absent	
COUNCILOR CAMERON MAY	X	
COUNCILOR MALISE SUNDSTROM	X	

The Mayor thereupon executed Resolution 98-23 on this 18 day of Oct., 2023.

TOWN OF JUPITER, FLORIDA

ATTEST:

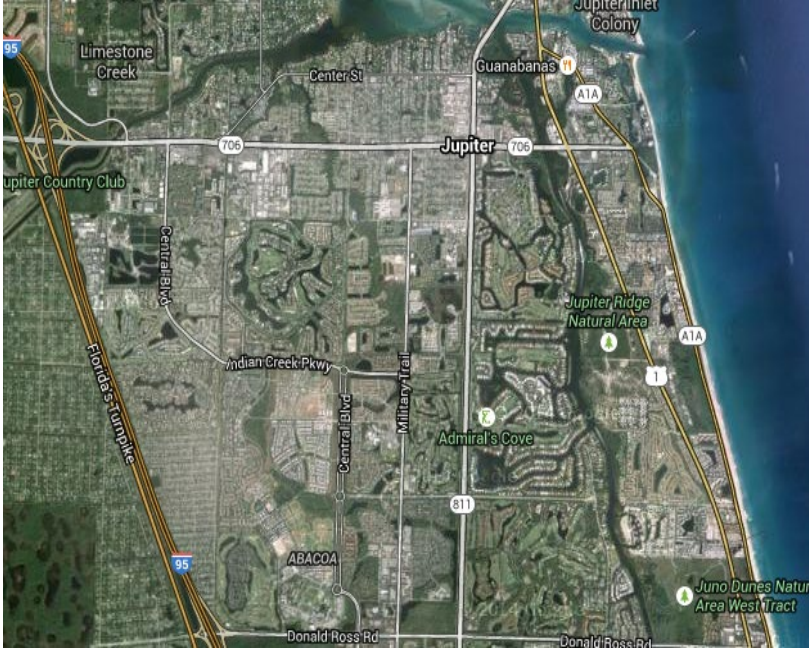
Laura E. Cahill
LAURA E. CAHILL
TOWN CLERK

BY: Jim Kuretski
JIM KURETSKI
MAYOR

Thomas J. Baird, Esq.
THOMAS J. BAIRD, ESQ.
Approved as to form and
legal sufficiency

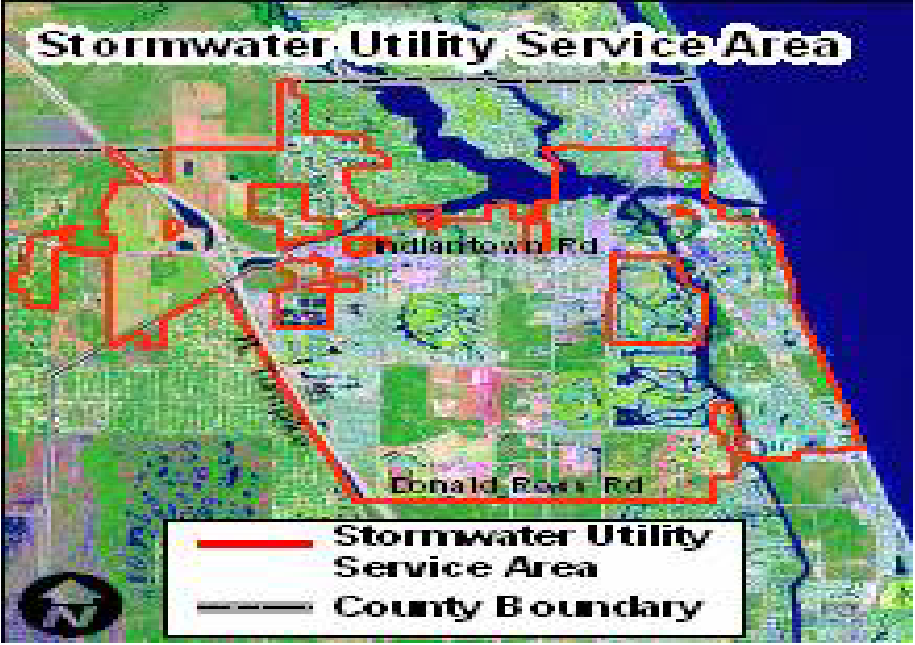
(TOWN SEAL)



TOWN OF JUPITER COMMUNITY INVESTMENT PROGRAM 2025 - 2029		
Project Name:	Department:	
Stormwater System Rehabilitation	Utilities	
Link to Strategic Plan/Strategic Result:	Project #:	Projected In-Service Date:
Safety / Fiscal Responsibility	S1009	On-going
Project Description and Justification:		
Aging stormwater infrastructure often experiences pipe, joint, and structure failures which cause soil erosion. This project consists of repairing existing stormwater infrastructure failures in various areas throughout the Town. Where feasible, failures will be repaired by epoxy grout injection and sliplining to minimize restoration costs and disturbance to adjacent properties. This project supports the Town's Strategic Plan of Fiscal Responsibility and Safety by maintaining and replacing stormwater system infrastructure in a safe, reliable, and responsible manner to achieve and maximize useful life. Failure to address soil erosion caused by drainage system failures result in disturbance to adjacent properties, sidewalk and roadways, which could become hazardous if left unaddressed. In addition, water quality of stormwater discharge is compromised when drainage system integrity is not maintained. Recent repairs completed under this project include joint repairs on N. Orange Avenue, outfall repairs in Brentwood South, sliplining on Bush Road, outfall improvements on Eganfuskee Street consisting of the addition of a check valve to prevent tidal flooding of the roadway, swale improvement in areas of Fisherman's Landing and on West Beverly Road, and replacement of deteriorating end walls and pedestrian railing in The Heights of Jupiter. Outfall improvements in The Shores will be completed in FY2024.		
Location(s) and Program Schedule		
Fiscal Yr	Scope	Budget
2025	Outfall Improvements, drainage structure rehabilitation, and pipelining in Jupiter Village. Pedestrian railing replacements on drainage outfall endwalls in the Heights of Jupiter. Greentree Circle Structure Rehabilitation. Daniels Way canal bank stabilization.	\$146,853
2026	Drainage system rehabilitation in various locations as deemed necessary by pipe and structure inspections.	\$151,259
2027	Drainage system rehabilitation in various locations as deemed necessary by pipe and structure inspections.	\$155,797
2028	Drainage system rehabilitation in various locations as deemed necessary by pipe and structure inspections.	\$160,471
2029	Drainage system rehabilitation in various locations as deemed necessary by pipe and structure inspections.	\$165,285
Project Photo(s) / Map of Location		
 		

TOWN OF JUPITER COMMUNITY INVESTMENT PROGRAM FINANCIAL INFORMATION 2025 - 2029							
Project Name:						Department:	
Stormwater System Rehabilitation						Utilities	
Link to Strategic Plan/Strategic Result:						Project #:	
Safety / Fiscal Responsibility						S1009	
Project Budget:	Prior to 2025	2025	2026	2027	2028	2029	Total
Land acquisition	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Planning / Design	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Engineering	\$89,984	\$4,406	\$4,538	\$4,674	\$4,814	\$4,959	\$113,375
Construction	\$2,818,042	\$142,447	\$146,721	\$151,123	\$155,657	\$160,326	\$3,574,316
Equipment	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Other	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Budget	\$2,908,026	\$146,853	\$151,259	\$155,797	\$160,471	\$165,285	\$3,687,691
Funding Sources:	Prior to 2025	2025	2026	2027	2028	2029	Total
General revenues	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Impact fees	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Surtax proceeds	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Neighborhood equity	\$480,229	\$0	\$0	\$0	\$0	\$0	\$480,229
Grant revenues	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Stormwater revenues	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Stormwater R&R funds	\$2,427,797	\$146,853	\$151,259	\$155,797	\$160,471	\$165,285	\$3,207,462
Water R & R funds	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Off-site fees	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Revenues	\$2,908,026	\$146,853	\$151,259	\$155,797	\$160,471	\$165,285	\$3,687,691
Previous Years:	Prior to FY 2020	FY 2020	FY 2021	FY 2022	FY 2023	FY 2024	Total
Amount Budgeted	\$1,195,343	\$385,020	\$357,075	\$0	\$480,229	\$490,359	\$2,908,026
Amount Expended	\$734,860	\$251,424	\$42,958	\$32,754	\$415,035	\$29,841	\$1,506,872
Balance							\$1,401,154

Footnote: Expenditures anticipated to continue after 5-year planning window.

TOWN OF JUPITER COMMUNITY INVESTMENT PROGRAM 2025 - 2029		
Project Name:	Department:	
Stormwater Asset Maintenance Program	Utilities	
Link to Strategic Plan/Strategic Result:	Project #:	Projected In-Service Date:
Safety / Fiscal Responsibility	S1290	On-going
Project Description and Justification: The Stormwater System contains valuable assets that must be maintained in a reliable, responsive and cost effective manner to maximize useful life. This project provides for maintenance activities related to stormwater system assets including maintenance dredging of detention areas and canals, repairs, cleaning and painting of stormwater facilities, maintenance of pump stations including electrical and control systems, and maintenance of SCADA/GIS systems associated with stormwater facilities. This project supports the Town's Strategic Plan Results of Fiscal Responsibility and Safety by providing for well maintained stormwater utility assets to achieve and maximize useful life. Asset maintenance of stormwater facilities is necessary for the well being and safety of the Town's residents. Projects planned for FY25-FY29 include outfall maintenance in Olympus, The Bluffs and Egrets Landing, Phase II of bank stabilization improvements at High School Ditch, restoration of drainage flow through Alma's Place, painting maintenance of stormwater facilities, and control system upgrades at stormwater facilities.		
Location(s) and Program Schedule		
Fiscal Yr	Scope	Budget
2025	Outfall maintenance in Olympus and Egret Landing, Jupiter Village Control Structure, SCADA upgrades to stormwater facilities, maintenance painting and repairs to stormwater facilities.	\$406,819
2026	Outfall maintenance in The Bluff's, restoration of drainage through Alma's Place, bank stabilization in High School Ditch, maintenance painting and repairs to stormwater facilities, GIS and SCADA upgrades to stormwater facilities	\$788,480
2027	North Jupiter drainage repairs, outfall maintenance, maintenance painting and repairs to stormwater facilities, GIS and SCADA upgrades to stormwater facilities	\$174,430
2028	Outfall maintenance, maintenance painting and repairs to stormwater facilities, GIS and SCADA upgrades to stormwater facilities	\$946,777
2029	Outfall maintenance, maintenance painting and repairs to stormwater facilities, GIS and SCADA upgrades to stormwater facilities	\$148,756
Project Photo(s) / Map of Location		
 		

TOWN OF JUPITER COMMUNITY INVESTMENT PROGRAM FINANCIAL INFORMATION 2025 - 2029							
Project Name:						Department:	
Stormwater Asset Maintenance Program						Utilities	
Link to Strategic Plan/Strategic Result:						Project #:	
Safety / Fiscal Responsibility						S1290	
Project Budget:	Prior to 2025	2025	2026	2027	2028	2029	Total
Land acquisition	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Planning / Design	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Engineering	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Construction	\$2,825,473	\$406,819	\$788,480	\$174,430	\$946,777	\$148,756	\$5,290,735
Equipment	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Other	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Budget	\$2,825,473	\$406,819	\$788,480	\$174,430	\$946,777	\$148,756	\$5,290,735
Funding Sources:	Prior to 2025	2025	2026	2027	2028	2029	Total
General revenues	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Impact fees	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Surtax proceeds	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Neighborhood Equity	\$68,983	\$0	\$0	\$0	\$0	\$0	\$68,983
Grant revenues	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Stormwater revenues	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Stormwater R&R funds	\$2,756,490	\$406,819	\$788,480	\$174,430	\$946,777	\$148,756	\$5,221,752
Water R & R funds	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Off-site fees	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Revenues	\$2,825,473	\$406,819	\$788,480	\$174,430	\$946,777	\$148,756	\$5,290,735
Previous Years:	Prior to FY 2020	FY 2020	FY 2021	FY 2022	FY 2023	FY 2024	Total
Amount Budgeted	\$940,472	\$418,958	\$782,276	\$156,597	\$388,109	\$139,061	\$2,825,473
Amount Expended	\$482,069	\$164,616	\$307,320	\$259,327	\$121,684	\$8,859	\$1,343,875
Balance							\$1,481,598

Footnote: Expenditures anticipated to continue after 5-year planning window.

TOWN OF JUPITER
Approving the purchase of Public Safety Vehicles



DATE	December 17, 2024
TO	Honorable Mayor and Members of Town Council
THRU	Frank Kitzerow, Town Manager
FROM	Michael Barbera, Chief of Police
SUBJECT	Public Safety Vehicles Purchase

EXECUTIVE SUMMARY

Town staff is requesting Town Council's approval of the purchase of thirteen (13) police vehicles in the total amount of \$925,942.00. Vehicles include eight (8) Chevy Tahoes (seven for the Drone Team and one for the K-9 Unit); two (2) Ford Interceptors for Road Patrol supervisors; two (2) Dodge Durangos for the Criminal Investigations Division/Administration; and one (1) Ford Transit Cargo Van for the Crime Scene Investigations Unit. The purchase amount includes the base vehicles, equipment and accessory installation, graphics, tinting, and motor vehicle registrations. A contingency was also included in the event of unforeseen expenses associated with the changing assignment of vehicles as well as possible cost increases tied to the outfitting of the Chevy Tahoes. Quotes for the outfitting of the Chevy Tahoes were based upon 2024 vehicle dimensions and parts because the information for the 2025 Tahoes was unavailable at the time of this writing. When selecting vehicles, we determined that the Chevy Tahoe would be the best fit to support the growth of our drone team. Its additional storage capacity will accommodate the drone equipment and attachments more effectively. Furthermore, the Tahoe's integrated screens allow real-time display of drone footage, providing pilots with enhanced visibility and aiding in precise navigation during flights.

Community Investment Program (CIP) funds budgeted for FY 2025 amounted to \$907,358.00. Remaining funds were rolled over from FY 2024 for a total of \$925,942.00 available.

The vehicles included for replacement have over 100,000 miles, are more than eight years old, and/or are in poor overall condition.

Additionally, Town staff is requesting Town Council's approval of the purchase of a 2025 Ford F-150 for the Jupiter Fire Rescue Department in the amount of \$52,668.00, including base vehicle and lighting. Funds have been budgeted in the Fire Rescue Operating Budget for FY 2025.

ANALYSIS

In accordance with the Town's Purchasing Policy, each component of the purchase will be as follows:

- Vehicles will be purchased under the 2024-2025 Florida Sheriffs Association (FSA) State Cooperative Bid No. FSA 24-VEL32.0 effective 10/1/2024 through 9/30/2025. This bid includes pricing on several police-specific options, such as pillar-mounted spotlights and security features designed to facilitate prisoner transport (Attachment 2).

- The outfitting of each vehicle with necessary equipment will be through a contract between the Town of Jupiter and Shyft Group Upfit Services, Inc. (DBA Strobes-R-Us) based upon Broward Sheriff's Office Bid 23004AP. The contract, which is effective through 6/8/2026, was approved by the Town Council on 12/19/2023 (Attachment 3).

- Communications International (Ci) will reinstall radios previously removed from all disposed vehicles. Ci offers these products/services under Contract 22-150 (two-way radios, related equipment, and installation services) awarded in response to RFP 21-21 through the Washington County Florida School Board. The first of two renewal options has been exercised, and Contract 22-150 is effective from 9/14/2024 through 9/13/2025. Section 11C of the RFP extends the same pricing, terms, and conditions to local government entities (Attachment 4).

- Vehicle graphics will be provided by Graphic Designs International, Inc. Three quotes were obtained, and the choice was made to remain with Graphic Designs International (GDI) for their superior workmanship, which is consistent with the remainder of the fleet. GDI was also the least expensive quote. (Attachment 5)

- Window tinting will be installed by All Florida Tinting.

- Each patrol vehicle will be equipped with tire deflation devices from Stop Stick Ltd. These devices are consistent with current equipment that the department's trainers were certified to train others to use. These devices have been included with the quotes for the supervisor vehicles.

- Vehicle license, registration, and confidential tags have also been included. Attachments to this executive summary are organized to show the approved CIP and rollover funds, documentation in support of the Town's purchasing policy, and quotes for each component of the purchase.

STRATEGIC PRIORITY

- Safety
- Organizational Excellence

ATTACHMENTS

1. FY 2025-29 CIP for Police Fleet Renewal Rollover and Consent Agenda
2. FSA Bid Award Announcement FSA24-VEL32.0 and Pricing Addenda
3. Contract between the Town and Shyft Group Upfit Services based upon BSO 23004AP
4. Ci Contract 22-150 Renewal Letter Section 11c and Price List
5. Summary Cost Sheet for 8 Chevy Tahoes and Corresponding Quotes
6. Summary Cost Sheet for 2 Ford Interceptors and Corresponding Quotes
7. Summary Cost Sheet for 2 Dodge Durangos and Corresponding Quotes
8. Summary Cost Sheet for 1 Ford Transit Cargo Van and Corresponding Quotes
9. Summary Cost Sheet for 1 Ford F-150 and Corresponding Quotes

FUNDING SOURCE

Approved in Budget	\$925,942.00 \$52,668.00	Sources:Police Dept. FY 2025 CIP Fire Rescue FY25 Operating Budget
--------------------	-----------------------------	--

For more information or to request attachments, please contact Chief Michael Barbera at 0829@jupiter.fl.us.

**TOWN OF JUPITER
COMMUNITY INVESTMENT PROGRAM
2025 - 2029**

Project Name:	Department:	
Police Vehicle Replacement Program	Police	
Link to Strategic Plan/Strategic Result:	Project #:	Projected In-Service Date:
Safety	G0037	On-going

Project Description and Justification:

The state of the fleet impacts officer safety and responsiveness to the community. This CIP is a plan for the purchase of police vehicles to replace those which are unreliable. In line with industry standards, PD vehicles begin to be inspected for replacement when they reach eight years of age and/or 100,000 miles. The overall condition of each vehicle is also considered, accounting for recent repairs and replacement parts which may extend the serviceable life of the vehicle. The Department's fleet consists of approximately 130 vehicles; Road Patrol vehicles are driven 24 hours a day, 7 days per week during the entire year. After careful inspection, thirteen vehicles were identified for replacement. The FY 2025 purchase will be consistent with the current style of vehicles and will include nine marked Ford Explorers for Road Patrol, one marked Chevy Tahoe for K-9, two Dodge Durangos for the Criminal Investigations Division, and one marked Ford Transit Cargo Van for the Crime Scene Investigations Unit. Costs were estimated based upon the current fiscal year vendor quotes adjusted for inflation. Subsequent years were based upon the purchase of thirteen Road Patrol vehicles, using an inflationary factor of 2 percent per year, which is slightly below the recommended rate published by the Florida Sheriffs Association. The actual number of vehicles purchased may vary depending upon actual costs realized when the State contract is published.

Location(s) and Program Schedule

Fiscal Yr	Scope	Budget
2025	JPD: \$907,358 budgeted for police vehicle replacement including base vehicles and equipment.	\$907,358
2026	JPD: \$878,025 budgeted for police vehicle replacement including base vehicles and equipment.	\$878,025
2027	JPD: \$895,586 budgeted for police vehicle replacement including base vehicles and equipment.	\$895,586
2028	JPD: \$913,497 budgeted for police vehicle replacement including base vehicles and equipment.	\$913,497
2029	JPD: \$931,769 budgeted for police vehicle replacement including base vehicles and equipment.	\$931,769

Project Photo(s) / Map of Location

**TOWN OF JUPITER
COMMUNITY INVESTMENT PROGRAM
FINANCIAL INFORMATION
2025 - 2029**

Project Name:						Department:	
Police Vehicle Replacement Program						Police	
Link to Strategic Plan/Strategic Result:						Project #:	
Safety						G0037	
Project Budget:	Prior to 2025	2025	2026	2027	2028	2029	Total
Land acquisition	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Planning / Design	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Engineering	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Construction	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Equipment	\$4,956,286	\$609,339	\$627,148	\$639,691	\$652,485	\$665,536	\$8,150,485
Other	\$2,253,071	\$298,019	\$250,877	\$255,895	\$261,013	\$266,233	\$3,585,107
Total Budget	\$7,209,357	\$907,358	\$878,025	\$895,586	\$913,497	\$931,769	\$11,735,592
Funding Sources:	Prior to 2025	2025	2026	2027	2028	2029	Total
General revenues	\$7,157,142	\$907,358	\$878,025	\$895,586	\$913,497	\$931,769	\$11,683,377
Insurance proceeds	\$52,215	\$0	\$0	\$0	\$0	\$0	\$52,215
Surtax proceeds	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Escrow & deposits	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Grant revenues	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Stormwater revenues	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Stormwater R&R funds	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Water R & R funds	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Off-site fees	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Revenues	\$7,209,357	\$907,358	\$878,025	\$895,586	\$913,497	\$931,769	\$11,735,592
Previous Years:	Prior to FY 2020	FY 2020	FY 2021	FY 2022	FY 2023	FY 2024	Total
Amount Budgeted	\$3,665,239	\$360,215	\$412,468	\$666,390	\$897,585	\$1,207,460	\$7,209,357
Amount Expended	\$3,665,239	\$340,692	\$151,596	\$767,954	\$1,046,461	\$821,425	\$6,793,367
Balance							\$415,990

Footnote: Expenditures anticipated to continue after 5-year planning window.



**FINAL MINUTES AND AGENDA
TOWN OF JUPITER
TOWN COUNCIL SPECIAL MEETING TOWN
COUNCIL CHAMBERS
WEDNESDAY, SEPTEMBER 18, 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.

PUBLIC HEARING

1. Ordinance 20-24, Second Reading, Approving the 2025 Millage Rate.

Mr. Scott Reynolds, Director of Finance, gave a brief presentation which included past budget meeting dates; budget objectives and assumptions; property value increase; proposed millage rate compared to rollback; fiscal year 2025 budget overview; general fund revenues and expenditures; Jupiter Fire Rescue (JFR) fund; water fund; stormwater fund; Jupiter River Estates Non-Ad Valorem assessment fund; building fund; health insurance fund; Community Investment Program (CIP) funding summary 2025 to 2029 and the fiscal year 2025 budget and pay plan. He also reviewed project action requests received from Council at the first reading.

Mr. Reynolds addressed action requests from the previous meeting concerning the Community Investment Program (CIP) which included the Indiantown Road western corridor improvement, small meter replacement, stormwater redevelopment grants, water asset maintenance program, stormwater asset maintenance program, and stormwater system rehabilitation. Mr. Reynolds noted going forward Staff would like to have a project update roundtable for Council and the public midyear.

Mayor Kuretski recommended leaving general funds where they were and move impact fees to 2025.

There was a consensus from Council to update the CIP budget Resolution 107-24 and move funding from fiscal year (FY) 2026 and FY 2027 to FY 2025 and FY 2026 for the Indiantown Road Western Corridor and remove the Stormwater Management System Redevelopment project completely.

PUBLIC HEARING

1. Ordinance 20-24, Second Reading, Approving the 2025 Millage Rate.

Mr. Reynolds continued the presentation and explained the debt service rate would go away after this year.

Title read by Mr. Baird.

Councilor Delaney moved to approve Ordinance 20-24, Second Reading; seconded by Vice-Mayor Sundstrom; motion passed.

Kuretski	Sundstrom	Delaney	Fore	May
Yes	Yes	Yes	Yes	Yes

2. Resolution 107-24, Approving the Town of Jupiter's Fiscal Year 2025 Operating Budget and Pay Plan.

Vice-Mayor Sundstrom moved to approve Resolution 107-24; seconded by Councilor Fore; motion passed.

Kuretski	Sundstrom	Delaney	Fore	May
Yes	Yes	Yes	Yes	Yes

3. Ordinance 21-24, Second Reading, Approving the Fiscal Year 2025-2029 Community Investment Program.

Title read by Mr. Baird.

Councilor Fore moved to approve Ordinance 21-24, Second Reading; seconded by Councilor Delaney; motion passed.

Kuretski	Sundstrom	Delaney	Fore	May
No	Yes	Yes	Yes	Yes

PRESENTATION

4. Recognizing the Town for hosting FEMA Flood Zone Maps Outreach Open House by Richard Radcliffe, Executive Director of Palm Beach County League of Cities.

Mr. Richard Radcliffe, Executive Director of Palm Beach County League of Cities (PBCLC) thanked Council and discussed coastal flood maps. He explained there would be public outreach prior to the Town needing to adopt an Ordinance regarding flood plains that would affect resident's home insurance. He noted there would be a open house on September 26, 2024, at 5:30 P.M., held at the Jupiter Community Center. He stated members from Palm Beach County, Florida Emergency Management Agency and the insurance industry would be attending to assist residents.

PRESENTATION

4. Recognizing the Town for hosting FEMA Flood Zone Maps Outreach Open House by Richard Radcliffe, Executive Director of Palm Beach County League of Cities.

Mayor Kuretski thanked Mr. Radcliffe for coming and representing PBCLC. He thought the Community Center was a perfect location for the open house.

MINUTES

5. September 3, 2024 Town Council Meeting Minutes.

Vice-Mayor Sundstrom moved to approve September 3, 2024 Town Council Meeting Minutes, as amended; 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.

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

Kuretski	Sundstrom	Delaney	Fore	May
Yes	Yes	Yes	Yes	Yes

PUBLIC HEARING

6. **Ordinance 22-24, Second Reading**, Consenting to continuing the inclusion of the Town of Jupiter into the Jupiter-Municipal Service Taxing Unit (MSTU) to finance the provision of fire-rescue services by Palm Beach County Fire/Rescue.

Title read by Mr. Baird.

PUBLIC BUSINESS

7. **Resolution 87-24**, Approving the renewal for contract EPW 2022-35, Janitorial Maintenance Services for Town Hall and the Police Department facilities with Ceiling to Floor Cleaning, Inc. in an amount not to exceed \$62,814.73.
8. **Resolution 105-24**, Approving the temporary closings of state and/or county roads for the 2024 Holiday Boat Parade.

CONSENT AGENDA

PUBLIC BUSINESS

9. **Resolution 110-24**, Approving the contract award of EPW 2024-25, Right of Way and Easement Maintenance to Terracon Services, Inc in an amount not to exceed \$97,880.75.
10. Approving the purchase order for the new Bobcat Excavator for Public Works and Parks in the amount of \$66,610.68.

REGULAR AGENDA

PUBLIC HEARING

11. POSTPONED TO 10/01/24

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.

REPORTS

TOWN ATTORNEY

- Eleventh Circuit Upholds Limits on Public Comments During City Council Meetings Article – Mr. Baird distributed an article regarding the three-minute limit for public comment.

TOWN MANAGER

- Budget – Mr. Kitzerow thanked the Director and Assistant Director of Finance for all their hard work on the budget prep.

TOWN COUNCIL – LIAISON REPORTS AND COMMENTS

COUNCILOR MAY

- Taste of Jupiter – Councilor May stated he would be going to the Taste of Jupiter after the meeting to supporting the Jupiter Police Foundation.

VICE-MAYOR SUNDSTROM

- FEMA Flood Zone Maps Outreach Open House – Vice-Mayor Sundstrom asked if the FEMA Flood Zone Maps Outreach Open House open house on September 26th in the Jupiter Community Center could be recorded for residents who wouldn't be able to attend. She also mentioned the FEMA Flood Zone Maps information was on pbc.gov website.

COUNCILOR DELANEY

- Budget – Councilor Delaney also thanked Finance for all their hard work on the budget.

TOWN COUNCIL – LIAISON REPORTS AND COMMENTS
COUNCILOR FORE

- Budget – Councilor Fore also thanked Finance for all their hard work on the budget.
- FEMA Flood Zone Maps – Councilor Fore recommended all residents to check if their property was located in a flood zone.

Vice-Mayor Sundstrom stated that more than 16,000 parcels would see an increase in base flood elevation.

MAYOR KURETSKI

- Budget – Mayor Kuretski stated he was grateful for the work the Finance Staff has done on the budget.
- Council Decisions – Mayor Kuretski stated he appreciated the Planning and Zoning Staff for their efforts to defer more decisions to the Council level.
- Center Street Trash Pile – Mayor Kuretski discussed the trash issue on Center Street and recognized Roger Held, Director of Construction Services, for contacting the property owner and identifying the root of the issue. He mentioned Staff being more proactive in citing violations.
- JupConnect - Mayor Kuretski asked Staff to reach out to property management companies and Home Owner Associations (HOA) to make them aware of the JupConnect information and service tool.

ADJOURNMENT- 7:43 P.M.

Laura Cahill, Town Clerk

Totals Report

YEAR	Original Budget/ Actual (Memo)	Transfers In/ Encumbrances	Transfers Out/ Requisitions	Revised Budget/ Available	Percent Used
2026	0.00 0.00	0.00 0.00	0.00 0.00	0.00 0.00	0.00
2025	907,358.00 17,129.76	46,785.00 11,070.86	0.00 0.00	954,143.00 925,942.38	2.96
2024	1,207,460.00 1,190,633.71	402,457.00 0.00	-372,500.00 0.00	1,237,417.00 46,783.29	96.22
2023	897,585.00 1,046,460.96	433,085.00 0.00	-254,253.00 0.00	1,076,417.00 29,956.04	97.22
2022	0.00 1,572.00	1,572.00 0.00	0.00 0.00	1,572.00 0.00	100.00
2021	0.00 117.93	1,689.80 0.00	0.00 0.00	1,689.80 1,571.87	6.98
2020	0.00 705.06	1,178.85 0.00	0.00 0.00	1,178.85 473.79	59.81
2019	0.00 1,880.80	1,880.80 0.00	0.00 0.00	1,880.80 0.00	100.00
2018	0.00 1,976.52	2,114.00 0.00	0.00 0.00	2,114.00 137.48	93.50
2017	0.00 1,811.60	1,879.65 0.00	0.00 0.00	1,879.65 68.05	96.38
2016	0.00 1,870.18	1,870.18 0.00	0.00 0.00	1,870.18 0.00	100.00
2015	0.00 1,684.15	1,684.15 0.00	0.00 0.00	1,684.15 0.00	100.00
2014	231,198.00 2,211.70	2,211.70 0.00	-231,198.00 0.00	2,211.70 0.00	100.00
2013	0.00 2,400.00	0.00 0.00	0.00 0.00	0.00 -2,400.00	0.00

Report Options

General Account

Fund: Account:
 Org: Account Name:
 Obj: Type:
 Proj: Rollup:
 Status:Active Annual Budgeting:
 MultiYr Fund:

Sub-Rollup:



Protecting, Leading & Uniting...since 1893

FLORIDA SHERIFFS ASSOCIATION

2617 Mahan Drive, Tallahassee, Florida 32308
P.O. Box 12519 • Tallahassee, Florida 32317-2519

p: (850) 877-2165
f: (850) 878-8665
www.flsheriffs.org  

NOTICE OF FINAL AWARD **CONTRACT FSA24-VEL32.0 Pursuit, Administrative, and Other Vehicles**

Date: October 1, 2024

To: All Prospective Bidders and Purchasers

From: Steve Casey, Executive Director
Sarrah Glassner, Deputy Executive Director of Administration
Hugh Oliver, Director of the Cooperative Purchasing Program

Re: Contract Number FSA24-VEL32.0 Pursuit, Administrative, and Other Vehicles: Contract Awards

We are pleased to announce that the Florida Sheriffs Association (FSA) has successfully completed its latest nationwide cooperative bid for Pursuit, Administrative, and Other Vehicles. **This contract is in effect beginning October 1, 2024, through September 30, 2025.**

This notification is for the Florida Sheriffs Association (FSA), Cooperative Purchasing Program (CPP) Intent to Award for contract FSA24-VEL32.0 Pursuit, Administrative, and Other Vehicles. All bids were received in a timely manner, reviewed, and evaluated by the FSA and its Fleet Advisory Committee.

The contract specifications include:

- Administrative Sedans
- Cab and Chassis Trucks: 1 Ton (DRW) 4x2
- Cab and Chassis Trucks: 1 Ton (DRW) 4x4
- Cab and Chassis Trucks: 15,000 lbs. GVWR (DRW) 4x2
- Cab and Chassis Trucks: 15,000 lbs. GVWR (DRW) 4x4
- Cargo & Passenger Vans Medium/High Roof
- Cargo & Passenger Vans Standard/Low Roof
- Electric & Plug-In Hybrid Electric Vehicles: Administrative Sedans & Vans
- Electric & Plug-In Hybrid Electric Vehicles: Pickup Trucks & Utility Vehicles
- Electric Bikes & Transporters
- Pickup Trucks – 4x2

- Pickup Trucks – 4x4
- Pursuit Rated & Pursuit Hybrid Vehicles
- Special Service Vehicles
- Utility & Hybrid Utility Vehicles – 4x2
- Utility & Hybrid Utility Vehicles – 4x4 and AWD

The competitive process for this award began in January 2024, when the FSA Fleet Advisory Committee, bidders, and stakeholders provided input regarding automotive and equipment procurement needs. Specifications were developed based on prior years activity, and new additions were included based on feedback from the FSA Committee, bidders, and stakeholders.

Advertisements of the Invitation to Bid (ITB) were placed on the FSA website on April 1, 2024, and within the Florida Administrative Register on April 1, 2024, and May 1, 2024.

From the ITB, thirty-two bidders completed the pre-bid process. Of these respondents, twenty-six submitted bids. Nineteen responsive bidders were awarded after bids were evaluated by the FSA Fleet Advisory Committee and FSA staff.

The Florida Sheriffs Association Cooperative Purchasing Program has followed the Contract Terms and Conditions to procure this contract.

Contract prices are extended and guaranteed to any local government or political subdivision of the state, public educational institutions, other public agencies or authorities with the State of Florida, and other entities approved by the manufacturer to participate in this contract.

Out-of-state sales are permitted under this contract. All purchasers are bound by their local governing purchasing ordinances, rules, and regulations.

All awarded vendors are governed by their manufacturer agreements and the Contract Terms and Conditions.

List of Intended Awards in Alphabetical Order:

1. Bachrodt FT, LLC. DBA Palmetto Ford of Miami
2. Bozard Ford
3. Carl Black of Orlando, LLC.
4. Duval Ford, LLC.
5. ETR, LLC.
6. Florida Transportation Systems, Inc.
7. Garber Ford, Inc.
8. Garber Chevrolet Buick GMC, Inc.
9. Garber Chrysler Dodge Truck, Inc.
10. Matheny Fire & Emergency
11. Recon Power Bikes
12. SAG Cocoa, LLC.
13. Seminole Toyota

14. Step One Automotive DBA Kia Ft. Walton Beach
15. Tampa Truck Center
16. Terry Taylor's DeLand Nissan, Inc.
17. Tesla
18. Treaty Oak Outdoors, LLC.
19. Woody Folsom of Douglas, Inc.

The final award page document for all awarded bid items is attached.

Bid Award**Contract:** FSA24-VEL32.0, Pursuit, Administrative, and Other Vehicles**Group:** Pursuit Rated Vehicles**Item:** 199, Chevrolet, Tahoe 4x2 PPV, CC10706/9C1

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Garber Chevrolet Buick GMC, Inc.	\$50,976.00	Build	Options
Northern	Primary	Garber Chevrolet Buick GMC, Inc.	\$50,776.00	Build	Options
Central	Primary	Garber Chevrolet Buick GMC, Inc.	\$50,876.00	Build	Options
Southern	Primary	Garber Chevrolet Buick GMC, Inc.	\$50,976.00	Build	Options

Intent to Award**Contract:** FSA24-VEL32.0, Pursuit, Administrative, and Other Vehicles**Group:** Pursuit Rated Vehicles**Item:** 205, Ford, Interceptor Utility AWD 3.3L Gas, K8A

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Garber Ford Inc	\$43,959.00	Build	Options
	Alternate	Duval Ford LLC	\$44,069.00	Build	Options
	Alternate	BOZARD FORD	\$44,320.00	Build	Options
Northern	Primary	Garber Ford Inc	\$43,759.00	Build	Options
	Alternate	Duval Ford LLC	\$43,849.00	Build	Options
	Alternate	BOZARD FORD	\$43,981.00	Build	Options
Central	Primary	Garber Ford Inc	\$43,859.00	Build	Options
	Alternate	Duval Ford LLC	\$43,949.00	Build	Options
	Alternate	BOZARD FORD	\$44,133.00	Build	Options
Southern	Primary	Garber Ford Inc	\$43,959.00	Build	Options
	Alternate	Duval Ford LLC	\$44,049.00	Build	Options
	Alternate	BOZARD FORD	\$44,337.00	Build	Options

Intent to Award**Contract:** FSA24-VEL32.0, Pursuit, Administrative, and Other Vehicles**Group:** Pursuit Rated Vehicles**Item:** 202, Dodge, Durango Pursuit V6 AWD, WDEE75

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Woody Folsom of Douglas, Inc.	\$41,626.00	Build	Options
	Alternate	Garber Chrysler Dodge Truck, Inc.	\$42,196.00	Build	Options
Northern	Primary	Woody Folsom of Douglas, Inc.	\$41,626.00	Build	Options
	Alternate	Garber Chrysler Dodge Truck, Inc.	\$41,996.00	Build	Options
Central	Primary	Woody Folsom of Douglas, Inc.	\$41,626.00	Build	Options
	Alternate	Garber Chrysler Dodge Truck, Inc.	\$42,096.00	Build	Options
Southern	Primary	Woody Folsom of Douglas, Inc.	\$41,626.00	Build	Options
	Alternate	Garber Chrysler Dodge Truck, Inc.	\$42,196.00	Build	Options

Bid Award**Contract:** FSA24-VEL32.0, Pursuit, Administrative, and Other Vehicles**Group:** Cargo & Passenger Vans Medium/High Roof**Item:** 31, Ford, Transit T-150 Medium Roof Cargo Van RWD, E1C

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Duval Ford LLC	\$45,514.00	Build	Options
	Alternate	Garber Ford Inc	\$46,097.00	Build	Options
	Alternate	BOZARD FORD	\$46,380.00	Build	Options
Northern	Primary	Duval Ford LLC	\$45,294.00	Build	Options
	Alternate	Garber Ford Inc	\$45,897.00	Build	Options
	Alternate	BOZARD FORD	\$46,114.00	Build	Options
Central	Primary	Duval Ford LLC	\$45,394.00	Build	Options
	Alternate	Garber Ford Inc	\$45,997.00	Build	Options
	Alternate	BOZARD FORD	\$46,209.00	Build	Options
Southern	Primary	Duval Ford LLC	\$45,494.00	Build	Options
	Alternate	Garber Ford Inc	\$46,097.00	Build	Options
	Alternate	BOZARD FORD	\$46,403.00	Build	Options

Intent to Award**Contract:** FSA24-VEL32.0, Pursuit, Administrative, and Other Vehicles**Group:** Pickup Trucks – 4x4**Item:** 167, Ford, F-150 XL Crew Cab 4x4, W1L

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Duval Ford LLC	\$41,504.00	Build	Options
	Alternate	Garber Ford Inc	\$42,048.00	Build	Options
	Alternate	BOZARD FORD	\$42,262.00	Build	Options
Northern	Primary	Duval Ford LLC	\$41,284.00	Build	Options
	Alternate	Garber Ford Inc	\$41,848.00	Build	Options
	Alternate	BOZARD FORD	\$41,995.00	Build	Options
Central	Primary	Duval Ford LLC	\$41,384.00	Build	Options
	Alternate	Garber Ford Inc	\$41,948.00	Build	Options
	Alternate	BOZARD FORD	\$42,146.00	Build	Options
Southern	Primary	Duval Ford LLC	\$41,484.00	Build	Options
	Alternate	Garber Ford Inc	\$42,048.00	Build	Options
	Alternate	BOZARD FORD	\$42,303.00	Build	Options

AGREEMENT FOR EMERGENCY EQUIPMENT FOR VEHICLES

This Contract for Purchase and Installation of Emergency Equipment ("Agreement") is made as of the 27 day of November, 2023, by and between the **Town of Jupiter**, 210 Military Trail, Jupiter, Florida 33458, a municipal corporation organized and existing under the laws of the State of Florida, (Town), and **The Shyft Group Upfit Services, Inc., d/b/a Strobes-R-US** (Contractor), whose principal place of business is located at 41280 Bridge Street, Novi, Michigan 48375, a foreign corporation authorized to do business in the State of Florida, (hereinafter referred to as the Contractor).

RECITALS

WHEREAS, the Town is in need of a vendor to supply and install emergency equipment in the Town's emergency service vehicles; and,

WHEREAS, the Broward Sheriff's Office through its competitive selection process awarded and then entered into an Agreement on June 5, 2023, for the purchase and installation of emergency equipment for vehicles (BSO 23004AP) ("Broward Sheriff's Office Agreement") to Contractor for the installation of vehicle emergency equipment for public safety vehicles, a copy of which is attached hereto as **Exhibit A** and made a part hereof; and,

WHEREAS, the Broward Sheriff's Office Agreement provided that the Contractor could and would offer the same equipment to other public agencies pursuant to "piggyback" contracts; and

WHEREAS, subsequent to Sheriff Gregory Tony's execution of the Broward Sheriff's Office Agreement with Contractor the Town sought to purchase the same type of emergency equipment for its vehicles; and

WHEREAS, Contractor offered to provide the Town the emergency equipment for the Town's vehicles based on the same pricing, terms and conditions of the Broward Sheriff's Office Agreement; and,

WHEREAS, pursuant to the cooperative purchasing or "piggyback" provision governing the Broward Sheriff's Office Agreement, the Town desires to enter into an Agreement with The Shyft Group Upfit Services, Inc. d/b/a Strobes-R-Us based upon the same pricing, terms and conditions contained in the Broward Sheriff's Office Agreement BSO 23004AP.

NOW THEREFORE, in consideration of the mutual promises set forth herein, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **Recitals.** The parties agree that the recitals set forth above are true and correct and are fully incorporated herein.

2. Contractor's Proposal. In accordance with the terms and conditions in the Broward Sheriff's Office Contract and pricing therein, Contractor shall supply and install emergency equipment on police/emergency vehicles as requested by the Town. The goods to be provided by Contractor shall be available subsequent to the execution and approval of this Agreement by the Town in accordance with the Broward Sheriff's Office Agreement.
3. Term. The term of this Agreement shall end on June 8, 2026. Upon mutual written agreement, the Parties The Agreement may be renewed for up to two (2) additional one-year periods, provided BSO extends the term of its agreement with Contractor.
4. Agreement Documents. The Agreement Documents include:
 - A. Any written amendments hereto;
 - B. This Agreement (including all exhibits);
 - C. The Broward Sheriff's Office Agreement (including all of the documents and exhibits incorporated into the Broward Sheriff's Office Agreement and the Bid documents).
5. Compensation to Contractor. Payments by the Town to Contractor under this Agreement shall not exceed the pricing stated in the Contractor's proposal set forth in the Broward Sheriff's Office Agreement.
6. Consequential/Incidental Damages. Contractor waives any consequential or incidental damages for claims, disputes or other matters it may have arising out of or relating to this Agreement.
7. Miscellaneous Provisions.
 - 7.1 The Town and Contractor each binds itself, its partners, its successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect of all covenants, agreements and obligations contained in the Agreement Documents.
 - 7.2 Contractor shall obtain an insurance policy applicable to the Town which is substantially the same insurance required by the Broward Sheriff's Office Agreement 23004AP. Said insurance shall name the Town as an the insured.
 - 7.3 Headings and References & Exhibits: The headings contained in this Agreement are inserted for convenience of reference only and shall not be a part or control or affect the meaning hereof. All references herein to "Exhibits" are to the exhibits hereto, each of which shall be incorporated into and deemed to be a part of this Agreement.

7.4 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 shall be deemed to be an original, but each of which together shall constitute one and the same instrument.

7.5 Entire Agreement; Amendment and Waiver: This Agreement (together with the Contract Documents and any Exhibits referenced herein) supersedes any and all prior negotiations and oral or written agreements heretofore made relating to the subject matter hereof and, except for written agreements, if any, executed and delivered simultaneously with or subsequent to the date of this Agreement, constitutes the entire agreement of the parties relating to the subject matter hereof.

This Agreement may only be altered or amended except by a writing signed by the parties hereto.

No waiver of any of the terms or conditions of this Agreement shall be effective unless in writing and executed by the parties. No waiver of any condition or of the breach of any term, covenant, representation, warranty or other provision hereof shall be deemed to be construed as a further or continuing waiver of any such condition or breach or a waiver of any other condition or of any breach of any other term, covenant, representation, warranty or other provision contained in this Agreement.

7.6 Successors and Assigns: This Agreement shall be binding upon, and shall inure to the benefit of the parties hereto and their respective successors and assigns.

7.7 Governing Law; Venue: This Agreement shall be governed by and construed and interpreted in accordance with the laws of the State of Florida.

The exclusive venue for any actions, suits or proceedings under the Agreement shall be in the jurisdiction of the Fifteenth Judicial Circuit Court in and for Palm Beach County, Florida for state actions and the jurisdiction of the United States District Court for the Southern District of Florida, Palm Beach Division, for any federal actions, suits, or proceedings regardless of the conflict of laws doctrine; Contractor hereby waives and agrees not to assert against the Town, by way of any actions, suits proceedings, motion, or as a defense to any suit, action or other proceeding, any claim that it is not subject to the jurisdiction of the above-named Palm Beach County courts for any reason whatsoever; and waives any rights to claim that such suit, action or proceeding brought in Palm Beach County, Florida is an inconvenient forum or is otherwise improper or that this Contract or the subject matter hereof may not be enforced in or by such Palm Beach County courts.

- 7.8 Third Party Beneficiary rights: This Agreement shall create no rights or claims whatsoever in any person other than a party herein.
- 7.9 Severability: If any one or more of the provisions of the Agreement shall be held to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby.
- 7.10 Public Records: Spartan shall comply with Florida's Public Records Act, Chapter 119, Florida Statutes, and, if determined to be acting on behalf of the Town as provided under section 119.011(2), Florida Statutes, specifically agrees to:
- 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 or designee, 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 this Agreement and following completion of this Contract if Spartan does not transfer the records to the Town.
 - d. Upon completion of this Agreement, transfer, at no cost, to the Town all public records in possession of Contractor or keep and maintain public records required by the Town to perform the service. If Contractor transfers all public records to the Town upon completion of the Agreement, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Contractor keeps and maintains public records upon completion of the Agreement, Contractor shall meet all applicable requirements for retaining public records. All records stored electronically shall be provided to the Town, upon request from the Town's custodian of public records or designee, in a format that is compatible with the information technology systems of the Town.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE TOWN'S CUSTODIAN OF PUBLIC RECORDS OR DESIGNEE AT 561-

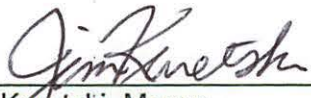
741-2752, townclerk@jupiter.fl.us us OR BY MAIL AT TOWN OF JUPITER, 210 MILITARY TRAIL, JUPITER, FL 33458.

- 7.12 Preparation: both Parties have participated in the drafting and preparation of this Agreement. Accordingly, the Agreement shall not be construed more strongly against either party regardless of who may have been more responsible for its preparation.
- 7.13 PALM BEACH COUNTY Inspector General: In accordance with Palm Beach County ordinance number 2011-009, Contractor acknowledges that this Agreement may be subject to investigation and/or audit by the Palm Beach County Inspector General. Spartan has reviewed Palm Beach County ordinance number 2011-009 and is aware of its rights and/or obligations under such ordinance.
- 7.14 All notices required in this Agreement shall be sent by certified mail, return receipt requested, and sent to the addresses appearing on the first page of this Agreement.
- 7.15 The Town is exempt from payment of Florida State Sales and Use Tax.
8. Indemnification. Regardless of the coverage provided by any insurance, Contractor shall indemnify, save harmless and defend the Town, its elected and appointed officials, agents, servants or employees from and against any and all claims, liability, losses and/or causes of action which may arise from any negligent act or omission of Contractor, its subcontractors, agents, servants, or employees during the course of performing services or caused by the goods provided pursuant to this Agreement.
9. Defaults; Termination of Agreement.
- A. If the Town shall deem that Contractor is in default for failure to supply the requested goods or has failed in any other respect to satisfactorily perform the services specified in this Agreement, the Town shall give written notice to Contractor specifying the default(s) to be remedied.
- B. Contractor shall have 15 days to take such actions as may, in the opinion of the Town Manager to remedy any defaults. If the default is not remedied, the Town may secure such services from another vendor and the Town may withhold any money due or which may become due to Contractor for such task related to the claimed default; or If after 30 days Contractor has not remedied the default(s) to the satisfaction of the Town, the Town may elect to terminate this Agreement.
- C. Notwithstanding paragraphs A and B, the Town reserves the right and may elect to terminate this Agreement for convenience and without cause, upon 15 days advance written notice. At such time, Contractor is entitled only to compensation for the goods the Town has purchased as of the date of the notice

of termination. No compensation shall be paid for disengagement, wind-down or other costs incurred due to termination of the Agreement.

IN WITNESS WHEREOF, the Town and Contractor have caused this Agreement to be executed the day and year shown above.

TOWN OF JUPITER, FLORIDA

By: 
Jim Kuretski, Mayor

ATTEST:


Stephanie Proffer, Dep. Town Clerk

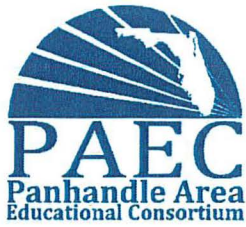


APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:


Thomas J. Bajrd, Town Attorney

Shyft Upfit Services, Inc.,
d/b/a Strobes-R-Us

By: 
Print Name: Tomer Hanina
Title: General Manager



John T. Selover
Executive Director

753 West Boulevard
Chipley, FL 32428
Phone: (850) 638-6131
Fax: (850) 638-6134
paec.org

8/13/2024

Communications International, Inc.
4450 US Highway 1
Vero Beach, FL 32967

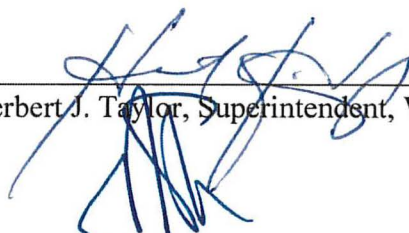
Contact Person: Tori Baxley
Email: tori.baxley@paec.org
Direct: 850-638-6274
PAEC: 850-638-6131

RE: PAEC Florida Buy Cooperative State Purchasing Contract Renewal
Partner: Communications International, Inc., Contract # 22-150

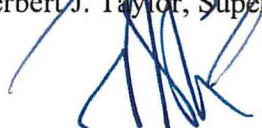
Dear Vendor Partner,

Your contract renewal was approved by the Washington County School Board for the period of September 14, 2024, through September 14, 2025, at the same original terms and conditions. If you agree with this renewal period, please sign the bottom portion of this letter, and return to us as soon as possible.

If you have any questions, please contact the person listed above.

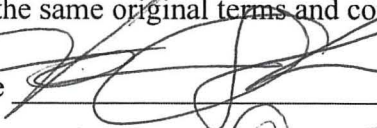

Herbert J. Taylor, Superintendent, WCSD

8/12/27
Date


John T. Selover, Executive Director, PAEC

8/13/24
Date

I accept the above renewal period of September 14, 2024, through September 14, 2025, at the same original terms and conditions.

Signature  Date: 8/20/24
Print Name: JEANNE QUINTANA Title: CFO

Advancing Schools & Communities for Student Success



- F. Shipping may be priced separate but should be at cost with no mark up.

Section 11- Agreement to Participate in the Florida Buy State Cooperative Purchasing Program

- A. The Awardee(s) agrees to sign contact acknowledgement form with the Florida Buy State Cooperative Purchasing and pay an administrative fee for sales and services generated from this contract. This fee is not to be added to the invoice of any entity choosing to use this agreement and will be equal to 2% of the invoice and be paid to Florida Buy State Cooperative Purchasing on a quarterly basis. The Awardee will be provided a template for reporting sales, and it will include the entity using the contract, the date of service, and the savings to the school district and other eligible users. Florida Buy State Cooperative Purchasing extends the authority for the Awardee to use the contract for eligible entities outside of Florida provided 2% administrative fee is paid.
- B. The Florida Buy State Cooperative Purchasing program will promote the products and services consistent with all other entities enrolled and contracted through the program and provide information on www.floridabuy.org which will contain general information about the services performed along with contact information of the awardee.
- C. The Awardee will provide any state, county, special district, local government, school district, private K-12 school, charter school, technical or vocational school, higher education institution, (including community colleges, colleges and universities, both public and private), other government agencies, non-profit organizations, and other eligible entities under contract to perform services on behalf of an eligible entity that is required contractually to follow state procurement regulations, with the option to purchase at the same terms, conditions, and pricing submitted with this proposal. It is further understood that Florida Buy State Cooperative Purchasing, as the awarder, hereby grants the utilization of this agreement, as permitted by applicable law, to any of the aforementioned entities.
- D. The Awardee shall sign an acknowledgement form (Attachment 4) stating full understanding of the relationship between the Awardee and the Florida Buy State Cooperative Purchasing program.

Section 12- Method of Evaluation and Selection

- A. Responses will be weighed on the experience and references provided.
- B. The Respondent will be evaluated on the capacity in which the scope of work and specifications can be performed as well as the quality and quantity of the workers who perform the work.
- C. The Respondent will be evaluated based on warranty information.
- D. The Respondent will be evaluated based on certifications and compliance with national standards.

Attachment 5
Florida Buy State Cooperative Purchasing Agency
PRICING SHEET

RFP #21-21 Two-Way Radios, Related Equipment, and Installation Services

General Comparison Worksheet

Please use this worksheet or compatible worksheet to list pricing proposals. It may be expanded to add other options/products. This is for comparative analysis only.

Company Name: Communications International, Inc.						
	Two-Way Radios, Related Equipment, and Installation Services	Quantity	Labor (leave blank if not applicable)	List Price	Contract Price	Percentage Discount
A	L3Harris Portable Radio (UHF/VHF/700/800 MHz)					25%
B	L3Harris Mobile Radio (UHF/VHF/700/800 MHz)					25%
C	L3Harris Control Station (UHF/VHF/700/800 MHz)					25%
D	L3Harris System Equip. & Repeaters					25%
E	L3Harris Radio Accessory Equipment					25%
F	L3Harris Be-On Applications					25%
G	Tait Portable Radio (UHF/VHF/700/800 MHz)					25%
H	Tait Mobile Radio (UHF/VHF/700/800 MHz)					25%
I	Tait Control Station (UHF/VHF/700/800 MHz)					25%
J	Tait System Equip. & Repeaters					25%
K	Tait Radio Accessory Equipment					25%
L	Kenwood Portable Radio (UHF/VHF/700/800 MHz)					25%
M	Kenwood Mobile Radio (UHF/VHF/700/800 MHz)					25%
N	Kenwood Control Station (UHF/VHF/700/800MHz)					25%
O	Kenwood System Equip. & Repeaters					25%
P	Kenwood Radio Accessory Equipment					25%
Q	Power Products -Batteries					35%
R	Power Products -Microphone & Acc.					30%
S	Endura - Chargers					30%
T	AdvanceTec - Chargers					15%
U	OTTO - Microphones & Acc.					15%
V	Stone Mountain - Microphones & Acc.					15%
W	Impact - Radio Acc.					15%
X	Zetron- Dispatch Equip. Console/FSA/CAD					10%
Y	Omnitronics - Dispatch Equip.					10%
Z	Mutualink - School Safety Emergency Response					5%
AA	Unication Pagers					10%
BB	Spectracom Net Clocks/NPT devices					5%
CC	ADRF - BDA/DAS Equipment					10%
DD	Cel-Fi/Nextivity- BDA/DAS Equipment					5%
EE	Westell BDA/DAS Equipment					5%
FF	Pyramid - Repeaters					5%
GG	DB Spectra - Antennas/Combiners/Duplexers					5%
HH	MCM Technologies -					5%
II	Exacom Logging Recorder					5%
JJ	Anixter - System Parts & Acc. Equipment					5%
KK	Avigilon - Security Camera Solutions					10%
LL	Windy City Wire - BDA Components/Coax					5%
MM	Eupen - Coax/Connectors					5%
NN	In-Building Radio Coverage Initial Assessment		\$108.00	Per Hour		

Company Name: Communications International, Inc.						
	Two-Way Radios, Related Equipment, and Installation Services	Quantity	Labor (leave blank if not applicable)	List Price	Contract Price	Percentage Discount
OO	In-Building Radio Coverage Final Assessment		\$108.00	Per Hour		
PP	BDA/DAS Turn-up and Close-out Package		\$108.00	Per Hour		
QQ	BDA/DAS Annual Inspection & Maintenance		\$108.00	Per Hour		
SS	In-Building Two-way Radio Communications Enhancement Systems Installation		\$108.00	Per Hour		
TT	Distributed Antenna Systems (DAS) Installation		\$108.00	Per Hour		
UU	Bi-Directional Amplifier (BDA) Installation		\$108.00	Per Hour		
VV	BDA/DAS Installation Contractor		\$108.00	Per Hour		
WW	Interference Testing		\$150.00	Per Hour		
XX	FCC Licence Consulting		\$150.00	Per Hour		
YY	RF Engineer		\$150.00	Per Hour		
ZZ	IT Engineer		\$150.00	Per Hour		
AAA	RF System Technician		\$108.00	Per Hour		
BBB	Radio Maintenance Technician		\$108.00	Per Hour		
CCC	Project Manager		\$150.00	Per Hour		
DDD	Site Manager		\$139.00	Per Hour		
EEE	Mobile & Portable Radio Maintenance		\$90.00	Per Hour		
FFF	Repeater Maintenance		\$108.00	Per Hour		
GGG	Mobile Radio Installation Services		\$108.00	Per Hour		
HHH	Control Station Installation Services		\$108.00	Per Hour		
III	Repeater Installation Services		\$108.00	Per Hour		
JJJ	Mobile & Portable Radio Programming		\$90.00	Per Hour		

* Published Manufacturer's retail pricing (MSRP) will be provided upon reward.

Attachment 5
Florida Buy State Cooperative Purchasing Agency
PRICING SHEET

RFP #21-21 Two-Way Radios, Related Equipment, and Installation Services

General Comparison Worksheet

Please use this worksheet or compatible worksheet to list pricing proposals. It may be expanded to add other options/products. This is for comparative analysis only.

Company Name: Communications International, Inc.						
	Two-Way Radios, Related Equipment, and Installation Services	Quantity	Labor (leave blank if not applicable)	Catalog Website	Contract Price	Percentage Discount
A	L3Harris Portable Radio (UHF/VHF/700/800 MHz)			https://www.l3harris.com/sites/default/files/2020-12/cs-pspc-products-services-catalog-nov-2020.pdf		25%
B	L3Harris Mobile Radio (UHF/VHF/700/800 MHz)			https://www.l3harris.com/sites/default/files/2020-12/cs-pspc-products-services-catalog-nov-2020.pdf		25%
C	L3Harris Control Station (UHF/VHF/700/800 MHz)			https://www.l3harris.com/sites/default/files/2020-12/cs-pspc-products-services-catalog-nov-2020.pdf		25%
D	L3Harris System Equip. & Repeaters			https://www.l3harris.com/sites/default/files/2020-12/cs-pspc-products-services-catalog-nov-2020.pdf		25%
E	L3Harris Radio Accessory Equipment			https://www.l3harris.com/sites/default/files/2020-12/cs-pspc-products-services-catalog-nov-2020.pdf		25%
F	L3Harris Be-On Applications			https://www.l3harris.com/sites/default/files/2020-12/cs-pspc-products-services-catalog-nov-2020.pdf		25%
G	Tait Portable Radio (UHF/VHF/700/800 MHz)			Products - Tait Communications (taitradio.com)		25%
H	Tait Mobile Radio (UHF/VHF/700/800 MHz)			Products - Tait Communications (taitradio.com)		25%
I	Tait Control Station (UHF/VHF/700/800 MHz)			Products - Tait Communications (taitradio.com)		25%
J	Tait System Equip. & Repeaters			Products - Tait Communications (taitradio.com)		25%
K	Tait Radio Accessory Equipment			Products - Tait Communications (taitradio.com)		25%
L	Kenwood Portable Radio (UHF/VHF/700/800 MHz)			See attached PDFS		25%
M	Kenwood Mobile Radio (UHF/VHF/700/800 MHz)			See attached PDFS		25%
N	Kenwood Control Station (UHF/VHF/700/800MHz)			See attached PDFS		25%
O	Kenwood System Equip. & Repeaters			See attached PDFS		25%
P	Kenwood Radio Accessory Equipment			See attached PDFS		25%
Q	Power Products -Batteries			https://www.powerproducts.com/content/Handheld-Radio-Batteries.asp		35%
R	Power Products -Microphone & Acc.			Two-way Radio Audio Accessories Earpiece Headsets, Speaker Mics, Surveillance Kits+ (powerproducts.com)		30%
S	Endura - Chargers			https://www.powerproducts.com/search/two-way-radio-chargers.asp		30%
T	AdvanceTec - Chargers			Advance Chargers – AdvanceTec Industries		15%
U	OTTO - Microphones & Acc.			Speaker Microphones – Manufacturer in USA – OTTO Communications (otto-comm.com)		15%
V	Stone Mountain - Microphones & Acc.			PTT Accessories Archives Stone Mountain, Ltd (stonemountainltd.com)		15%
W	Impact - Radio Acc.			Shop Two-Way Radio Accessories Impact Radio Accessories Impact Radio Accessories (impactcomms.com)		15%
X	Zetron- Dispatch Equip. Console/FSA/CAD			See Attached PDFs		10%
Y	Omnitronics - Dispatch Equip.			Radio Dispatch by Omnitronics Innovate. Connect. Unify. (omnitronicsworld.com)		10%
Z	Mutualink - School Safety Emergency Response			Mutualink - Access to Action - Interoperable Communications		5%
AA	Unication Pagers			Products Unication USA		10%
BB	Spectracom Net Clocks/NPT devices					5%
CC	ADRF - BDA/DAS Equipment			https://www.anixter.com/en_us/search/?searchFlag=true&text=adrf		10%
DD	Cel-Fi/Nextivity- BDA/DAS Equipment			Search cel-fi Anixter		5%
EE	Westell BDA/DAS Equipment			Search westell bda Anixter		5%
FF	Pyramid - Repeaters			Communications		5%
GG	DB Spectra - Antennas/Combiners/Duplexers			Catalogs dbSpectra		5%

Company Name: Communications International, Inc.						
	Two-Way Radios, Related Equipment, and Installation Services	Quantity	Labor (leave blank if not applicable)	Catalog Website	Contract Price	Percentage Discount
HH	MCM Technologies -			Motiondeck Mcmtech (mcmtechnology.com)		5%
II	Exacom Logging Recorder			Multimedia & Voice Logging Recorders - Products - Exacom		5%
JJ	Anixter - System Parts & Acc. Equipment			Catalogs Anixter		5%
KK	Avigilon - Security Camera Solutions			https://www.avigilon.com/solutions/industry/education		10%
LL	Windy City Wire - BDA Components/Coax			Our Catalog - Windy City Wire (smartwire.com)		5%
MM	Eupen - Coax/Connectors			Catalogs - Eupen Cable USA		5%
NN	In-Building Radio Coverage Initial Assessment		\$108.00	Per Hour		
OO	In-Building Radio Coverage Final Assessment		\$108.00	Per Hour		
PP	BDA/DAS Turn-up and Close-out Package		\$108.00	Per Hour		
QQ	BDA/DAS Annual Inspection & Maintenance		\$108.00	Per Hour		
SS	In-Building Two-way Radio Communications Enhancement Systems Installation		\$108.00	Per Hour		
TT	Distributed Antenna Systems (DAS) Installation		\$108.00	Per Hour		
UU	Bi-Directional Amplifier (BDA) Installation		\$108.00	Per Hour		
VV	BDA/DAS Installation Contractor		\$108.00	Per Hour		
WW	Interference Testing		\$150.00	Per Hour		
XX	FCC Licence Consulting		\$150.00	Per Hour		
YY	RF Engineer		\$150.00	Per Hour		
ZZ	IT Engineer		\$150.00	Per Hour		
AAA	RF System Technician		\$108.00	Per Hour		
BBB	Radio Maintenance Technician		\$108.00	Per Hour		
CCC	Project Manager		\$150.00	Per Hour		
DDD	Site Manager		\$139.00	Per Hour		
EEE	Mobile & Portable Radio Maintenance		\$90.00	Per Hour		
FFF	Repeater Maintenance		\$108.00	Per Hour		
GGG	Mobile Radio Installation Services		\$108.00	Per Hour		
HHH	Control Station Installation Services		\$108.00	Per Hour		
III	Repeater Installation Services		\$108.00	Per Hour		
JJJ	Mobile & Portable Radio Programming		\$90.00	Per Hour		

* Published Manufacturer's retail pricing (MSRP) will be provided upon reward.

2025 Chevrolet Tahoe (Drone Team: 6 Marked, 1 Unmarked. K-9: 1 Marked)

Item Description	Cost per Vehicle	Quantity	Extended Cost	Purchasing Policy
2025 Chevrolet Tahoe 2WD 4 dr Police (7 Drone Team, 1 K-9)	\$ 51,092.55	8	\$ 408,740.40	FSA Contract FSA24-VEL32.0
Shyft Group Upfit Services dba Strobes-R-Us Drone Team, Marked: Based upon 2024 Tahoe plus estimated price increase (\$21,838.01 x 1.1).	\$ 24,021.81	6	\$ 144,130.87	Contract between TOJ and Shyft based upon BSO 23004AP
Drone Team, Unmarked: Based upon 2024 Tahoe plus estimated price increase (\$10,442.09 x 1.1).	\$ 11,486.30	1	\$ 11,486.30	
K-9, Marked: Based upon 2024 Tahoe plus estimated price increase (\$22,772.96 x 1.1).	\$ 25,050.26	1	\$ 25,050.26	
Communications International: Radio Removal/Reinstall	\$ 893.82	8	\$ 7,150.56	Washington County School Board, Contract 22-150
Graphic Design Int'l: Graphics	\$ 965.00	7	\$ 6,755.00	3 Quotes
All Florida Tinting: Window Tint	\$ 265.00	8	\$ 2,120.00	N/A
Registration and Title, Confidential Tag	\$ 130.00	8	\$ 1,040.00	N/A
TOTAL			\$ 606,473.38	



Jupiter Police Dept

Specification #	199
Unit Description	CC10706/9C1

Prepared for:

Prepared by:

11/20/2024

Jupiter Police Dept

Attn: Angela Dean

1160@jupiter.fl.us

Garber Chevrolet

Dan Drake

(904) 264-2442 ext.2332 FAX: (904) 284-0054

3340 Hwy 17 Green Cove Springs, FL 32043

ddrake@garberautomall.com



**Florida Sheriffs
Association**

Prices are published by the Florida Sheriffs Association (www.flsheriffs.org)
Purchasing contract number is FSA24-VEL32.0 Pursuit Administrative & Other Vehicles,
expiring September 30th, 2025. If you have any questions regarding this quote please
call!

Base Price

CC10706/9C1

2025 Chevrolet Tahoe 2WD 4dr Police

\$50,976.00

Codes	Optional Equipment	Unit Price	OEM Discount 2.00%	Net Price
1FL	Commercial Preferred Equipment Group includes standard equipment	Included		\$0.00
L84	Engine, 5.3L EcoTec3 V8	Included		\$0.00
MHU	Transmission, 10-speed automatic	Included		\$0.00
GBA	Black	Included		\$0.00
AZ3	Seats, front 40/20/40 split-bench	Included		\$0.00
H1T	Jet Black, Cloth seat trim	Included		\$0.00
7X3	Spotlamp, left-hand	Included		\$0.00
KEYLESS	Keyless Entry	Included		\$0.00
YTAG	Yellow City Tag	116.55		\$116.55
DEL	Delivery	Included		\$0.00

TOTAL PURCHASE AMOUNT PER VEHICLE

\$ 51,092.55



STROBES-R-US

POMPANO BEACH LOCATION
2681 HAMMONDVILLE RD POMPANO BEACH, FL 33069

JUPITER LOCATION
15335 PARK OF COMMERCE BLVD JUPITER, FL 33478

TENNESSEE LOCATION
933 CARTHAGE HWY LEBANON, TN 37087

Official Estimate

Date	Estimate #
11/20/2024	53399

Bill To:
JUPITER POLICE DEPARTMENT ATTN: Angela M. Dean 196 MILITARY TRAIL JUPITER, FL 33458-5788

Ship To:
JUPITER POLICE DEPARTMENT ATTN: Angela Dean/OFC. Hobby 210 MILITARY TRAIL JUPITER, FL 33458

Reference	2024 TAHOE DRONE PATROL X 1			
Product	Description	Qty	Cust. Price	Total
	**PRICES ARE PER BROWARD COUNTY SHERIFF'S OFFICE CONTRACT # 23004AP **THIS QUOTE IS FOR (1) 2024 CHEVY TAHOE DRONE PATROL VEHICLE, **NO RADIO (IF CUSTOMER SUPPLIES RADIO SEPARATION CABLE, RUN FROM CONSOLE TO REAR CARGO AREA), NO CAMERA SYSTEM, NO RADAR **WORK WILL BE DONE AT STROBES R US JUPITER FACILITY, IT WILL BE CUSTOMER'S RESPONSIBILITY FOR DROP OFF AND PICKUP OF VEHICLES **PRICES AND PART NUMBERS LISTED ARE FOR MODEL YEAR 2024 CHEVY TAHOE PPV, IT IS NOT KNOWN IF THE 2025 TAHOE WILL HAVE THE SAME PRICES AND PART NUMBERS FOR VEHICLES SPECIFIC PRODUCT LIKE K9 INSERT, PUSH BUMPER, LIGHTING AND BRACKETRY **THIS QUOTE IS GOOD FOR 30 DAYS **THIS QUOTE WILL NEED TO BE UPDATED ONCE THE 2025 TAHOE PPV IS RELEASED **			
183-0008-80	Circuit breaker, 80 amp thermal with manual reset, surface mount D&R LIST \$ 65.00 EACH	1	52.00	52.00
16518177	STANDARD STROBES-R-US MAIN VEHICLE WIRING HARNESS USED WITH BUMPER LIGHTING HARNESS 16518178 AND SPEAKER HARNESS 16518180 SRUS LIST \$ 264.70 EACH	1	158.82	158.82
16518178	STANDARD STROBES-R-US ADDON HARNESS TO WIRE PUSH BUMPER LIGHTS. 8 CONDUCTOR. USED WITH MAIN HARNESS 16518177 AND SPEAKER HARNESS 16518180 SRUS LIST \$ 39.83 EACH	1	23.90	23.90
16518180	STANDARD STROBES-R-US ADDON HARNESS TO WIRE 2 SPEAKERS. 4 CONDUCTOR. USED WITH MAIN HARNESS 16518177 AND BUMPER HARNESS 16518178 SRUS LIST \$ 23.17 EACH	1	13.90	13.90

All Issued Quotes Are Valid For 30 Days			
			Sales Tax (7.00%) \$0.00
Phone #	Fax #	E-mail	Web Site
954-946-9955	954-946-9677	SALES@SRUS.COM	WWW.STROBES-R-US.COM



STROBES-R-US

POMPANO BEACH LOCATION
2681 HAMMONDVILLE RD POMPANO BEACH, FL 33069

JUPITER LOCATION
15335 PARK OF COMMERCE BLVD JUPITER, FL 33478

TENNESSEE LOCATION
933 CARTHAGE HWY LEBANON, TN 37087

Official Estimate

Date	Estimate #
11/20/2024	53399

Bill To:
JUPITER POLICE DEPARTMENT ATTN: Angela M. Dean 196 MILITARY TRAIL JUPITER, FL 33458-5788

Ship To:
JUPITER POLICE DEPARTMENT ATTN: Angela Dean/OFC. Hobby 210 MILITARY TRAIL JUPITER, FL 33458

Reference	2024 TAHOE DRONE PATROL X 1			
Product	Description	Qty	Cust. Price	Total
EB2-STT-RB	55" WECAN X DUO LEGACY BAR. FRONT IS 1/2 RED 1/2 BLUE WITH OVERRIDE TO WHITE SCENE. REAR IS 1/2 RED 1/2 BLUE WITH OVERRIDE TO AMBER ARROW. 2 CUSTOM PODS IN THE REAR ARE TRIO RED FOR STOP LIGHT WHELEN LIST \$ 4905.45 EACH PACKAGE	1	2,845.16	2,845.16
STPKT*	WHELEN LIGHTBAR STRAP KIT WITH BOLTS INCLUDED IN PACKAGE	1	0.00	0.00
C399	CONCOM CORE AMPLIFIER CONTROL MODULE (CAN ORDER CCTL7 TOUCHPAD AND CCTLMIC MICROPHONE FOR COMPLETE SIREN) INCLUDED IN PACKAGE	1	0.00	0.00
CCTL7	WECAN X SLIDE SWITCH WITH 21 PUSH BUTTON CONTROL HEAD ALSO INCLUDES CCTLMIC MICROPHONE KIT INCLUDED IN PACKAGE	1	0.00	0.00
C399SP	SCANPORT INSTALL KIT FOR C399. SEE VEHICLE OUTFITTER FOR AVAILABLE VEHICLE MAKE/MODEL/YEAR. **NOT FOR USE WITH CORE-R AND CORE-S** INCLUDED IN PACKAGE	1	0.00	0.00
CLBV2V	LTBAR-MOUNTED V2V SYNC MODULE INCLUDED IN PACKAGE	1	0.00	0.00
CEXAMP	WECAN X EXTERNAL AMPLIFIER FOR DUAL TONE SIREN INCLUDED IN PACKAGE	1	0.00	0.00
SA315P	SA315P SPEAKER, BLACK PLASTIC INCLUDED IN PACKAGE	2	0.00	0.00
SAK70	SA-315 MOUNT KIT 2021 PPV TAHOE BEHIND GRILL can be used both on driver and passenger side INCLUDED IN PACKAGE	2	0.00	0.00
CEM16	WCX 16 OUTPUT EXPANSION MODULE WECAN X INCLUDED IN PACKAGE	1	0.00	0.00

All Issued Quotes Are Valid For 30 Days			
			Sales Tax (7.00%) \$0.00
Phone #	Fax #	E-mail	Web Site
954-946-9955	954-946-9677	SALES@SRUS.COM	WWW.STROBES-R-US.COM



STROBES-R-US

POMPANO BEACH LOCATION
2681 HAMMONDVILLE RD POMPANO BEACH, FL 33069

JUPITER LOCATION
15335 PARK OF COMMERCE BLVD JUPITER, FL 33478

TENNESSEE LOCATION
933 CARTHAGE HWY LEBANON, TN 37087

Official Estimate

Date	Estimate #
11/20/2024	53399

Bill To:
JUPITER POLICE DEPARTMENT ATTN: Angela M. Dean 196 MILITARY TRAIL JUPITER, FL 33458-5788

Ship To:
JUPITER POLICE DEPARTMENT ATTN: Angela Dean/OFC. Hobby 210 MILITARY TRAIL JUPITER, FL 33458

Reference	2024 TAHOE DRONE PATROL X 1			
Product	Description	Qty	Cust. Price	Total
36-4045	WESTIN ELITE PUSH BUMPER 2021 TAHOE SAME Light Chanel as the 2015-2020 Tahoe # 36-6015 or 36-6015W2 (With 2-IONS) WESTIN LIST \$ 1011.15 EACH	1	758.36	758.36
36-6015W4	Elite 33.1" 4 Light Channel, Push Bumper Light Channel 33.1 inch Whelen, 4 Hole, All WESTIN LIST \$ 67.41 EACH	1	50.56	50.56
36-4045PB	WESTIN ELITE PIT BAR 2021 TAHOE WESTIN LIST \$ 660.00 EACH	1	495.00	495.00
SRUS-TRIOBUMPER	WHELEN BRAND BUMPER LIGHTING KIT CONSISTING OF 6 TRIO IONS RED/BLUE/WHITE A PLUG N PLAY HARNESS WITH WATERPROOF QUICK DISCONNECTS AND A 25' MAIN HARNESS THAT PLUGS INTO THE CORE C399 SIREN. WHELEN LIST \$ 1040.00 EACH	1	603.20	603.20
TLI2J	ION T-SERIES LINEAR DUO R/B WHELEN LIST \$ 195.00 EACH	4	113.10	452.40
TIONBKT2	ION T-SERIES HORIZNTAL LICENSE PLATE BKT WHELEN LIST \$ 49.00 EACH	1	28.42	28.42
HERO-A	HIDEAWAY LED W/AMBER INDICATOR LEDS/ R,B,A,W Warning LEDS (*Must use vehicle adaptor bezel for proper installation) HELLA LIST \$ 214.00 EACH	4	108.50	434.00
HERO-ADAPTER9	HIDEAWAY LED ADAPTER FOR CHEVY SILVERADO/TAHOE FRONT TURN SIGNAL HELLA LIST \$ 19.00 EACH	2	11.40	22.80
HERO-21 TAHO HL CBL	2021 CHEVY TAHOE HEADLIGHT ADAPTER CABLE HELLA LIST \$ 39.00 EACH	2	23.40	46.80
HERO-ADAPTER10	HIDEAWAY LED ADAPTER FOR 2021 TAHOE REAR TURN HELLA LIST \$ 19.00 EACH	2	11.40	22.80
SRUS-ERUNTAH-RBW	60 INCH ELITE RUNNER LIGHT FOR 21-23 CHEVY TAHOE DOORSTEP INTEGRATION, TRIPLE COLOR R/B-W, R/W-W OR B/W-W, WHITE OVERRIDE - FACTORY SMOKED SRUS LIST \$ 649.00 EACH DISCOUNT IS 45%	2	389.40	778.80

All Issued Quotes Are Valid For 30 Days

Sales Tax (7.00%) \$0.00

Phone #	Fax #	E-mail	Web Site
954-946-9955	954-946-9677	SALES@SRUS.COM	WWW.STROBES-R-US.COM



STROBES-R-US

POMPANO BEACH LOCATION
2681 HAMMONDVILLE RD POMPANO BEACH, FL 33069

JUPITER LOCATION
15335 PARK OF COMMERCE BLVD JUPITER, FL 33478

TENNESSEE LOCATION
933 CARTHAGE HWY LEBANON, TN 37087

Official Estimate

Date	Estimate #
11/20/2024	53399

Bill To:
JUPITER POLICE DEPARTMENT ATTN: Angela M. Dean 196 MILITARY TRAIL JUPITER, FL 33458-5788

Ship To:
JUPITER POLICE DEPARTMENT ATTN: Angela Dean/OFC. Hobby 210 MILITARY TRAIL JUPITER, FL 33458

Reference	2024 TAHOE DRONE PATROL X 1			
Product	Description	Qty	Cust. Price	Total
PSJ02FCR	DUO Red/Blue, Clear Lens 12" SLIM-LITE LED SURFACE MOUNT WHELEN LIST \$ 213.00 EACH	2	123.54	247.08
PSBKT90	SINGLE 90 DEG MT KIT FOR STRIP LT LIGHTHEAD WHELEN LIST \$ 31.00 EACH	2	17.98	35.96
COMMANDERPLUS8-4R 4B	8 POD COMMANDER PLUS WARNING AND DIRECTIONAL STICK WITH 4 RED AND 4 BLUE PODS SIGNAL VEHICLE LIST \$ 622.42	1	373.45	373.45
SRUS-L-3	"L" BRACKET FOR ARROW STICK 3" SRUS LIST \$ 19.58 EACH	2	11.75	23.50
C-VSW-1005-TAH-PM-2	Vehicle-Specific 12.5" Wide Medium Height Angled 15" Console With Internal PocketJet 8 Printer Mount For 2021-2024 Chevrolet Tahoe Police Pursuit Vehicle HAVIS LIST \$ 1199.00 EACH	1	779.35	779.35
C-EB40-CCS-1P	HAVIS FACE PLATE FOR WHELEN CENCOM 4" INCLUDED WITH CONSOLE	1	0.00	0.00
C-EB30-CH7-1P	Equipment mounting bracket 3" Fits: M/A-COM CH-721 M/A-COM M-5300 Unity XG-100M with CH-107 control INCLUDED WITH CONSOLE	1	0.00	0.00
CUP2-1004	Self-Adjusting Double Cup Holder (Fixed Mount) HAVIS LIST \$ 65.00 EACH	1	42.25	42.25
*	HAVIS # FILLER PLATES TO ENCLOSE 9" SECTION OF CONSOLE INCLUDED WITH CONSOLE	1	0.00	0.00
C-ARM-102	Side mount armrest HAVIS LIST \$ 94.00 EACH	1	61.10	61.10
C-W-LP1-USB-1	Single Lighter Plug and Single USB Bracket for Wide VSW Consoles 2" wide section HAVIS LIST \$ 130.00 EACH	1	84.50	84.50
C-AHW-45	4.5" Accessory Holder For 3.3"W Section Of Wide Consoles HAVIS LIST \$ 25.00 EACH	1	16.25	16.25
*	NECESSARY FILLER PLATES TO ENCLOSE 3.3" SECTION OF CONSOLE INCLUDED WITH CONSOLE	1	0.00	0.00

All Issued Quotes Are Valid For 30 Days

Sales Tax (7.00%) \$0.00

Phone #	Fax #	E-mail	Web Site
954-946-9955	954-946-9677	SALES@SRUS.COM	WWW.STROBES-R-US.COM



STROBES-R-US

POMPANO BEACH LOCATION
2681 HAMMONDVILLE RD POMPANO BEACH, FL 33069

JUPITER LOCATION
15335 PARK OF COMMERCE BLVD JUPITER, FL 33478

TENNESSEE LOCATION
933 CARTHAGE HWY LEBANON, TN 37087

Official Estimate

Date	Estimate #
11/20/2024	53399

Bill To:
JUPITER POLICE DEPARTMENT ATTN: Angela M. Dean 196 MILITARY TRAIL JUPITER, FL 33458-5788

Ship To:
JUPITER POLICE DEPARTMENT ATTN: Angela Dean/OFC. Hobby 210 MILITARY TRAIL JUPITER, FL 33458

Reference	2024 TAHOE DRONE PATROL X 1			
Product	Description	Qty	Cust. Price	Total
C-HDM-204	8.5" Heavy Duty Telescoping Pole, side mount, short handle HAVIS LIST \$ 230.00 EACH	1	149.50	149.50
C-MD-112	Tilt/swivel slide motion adapter HAVIS LIST \$ 367.00 EACH	1	238.55	238.55
UT-1006	Universal Rugged Cradle for approximately 11"-14" Computing Devices. HAVIS LIST \$ 372.77 EACH	1	242.30	242.30
PA1580-1745	The Lind PA1580-1745 DC/DC Power Adapter is designed to power your Panasonic-compatible Toughbook LIND LIST \$ 160.00 EACH	1	152.00	152.00
MMSU-1	MAGNETIC MIC SINGLE UNIT COMPLETE. NON CONTRACT ITEM	2	35.00	70.00
DS-DA-602	Rugged Communications hub HAVIS LIST \$ 246.00 EACH	1	159.90	159.90
MZL-26SRU	30 AMP TIMER FOR INSIDE VEHICLE CONSOLE. FEATURES 6 OUTPUTS TOTAL OF 30 AMPS. TIMER CAN BE SET FROM 15 MIN TO 8 HOURS TO CONTROL DOCKS, PRINTERS, CIG PLUGS, ETC. IN CONSOLE SRUS LIST \$ 198.33 EACH	1	119.00	119.00
PJ-822	BROTHER PENTEX POCKETJET 8 PRINTER 200 DPI NON-CONTRACT ITEM	1	425.00	425.00
LB3692-003	POWER CABLE FOR BROTHER PENTAX PRINTER NON CONTRACT ITEM	1	31.00	31.00
BU-353	GPS ANTENNA WITH USB ROUND BLACK NON-CONTRACT ITEM	1	69.00	69.00
P1000T21AOSB	2021 Tahoe PPV Single Compartment, Pro-Cell, 1/2 Partition, w/ Passenger Side Only Outboard Seat Belts Includes: Transport Seat, Pair Window Bars, Lower Extension Panel(s), Poly Center Divider, Passenger Door Panel, Poly Window Cargo Barrier, & Outboard Seat Belts PRO-GARD LIST \$ 3645.00 EACH	1	2,733.75	2,733.75
GPC-S	Single Weapon, Vertical Mount on Pro-cell Half Partition (P1000 & P1500 only) PRO-GARD LIST \$ 507.00 EACH	1	380.25	380.25

All Issued Quotes Are Valid For 30 Days

Sales Tax (7.00%) \$0.00

Phone #	Fax #	E-mail	Web Site
954-946-9955	954-946-9677	SALES@SRUS.COM	WWW.STROBES-R-US.COM



STROBES-R-US

POMPANO BEACH LOCATION
2681 HAMMONDVILLE RD POMPANO BEACH, FL 33069

JUPITER LOCATION
15335 PARK OF COMMERCE BLVD JUPITER, FL 33478

TENNESSEE LOCATION
933 CARTHAGE HWY LEBANON, TN 37087

Official Estimate

Date	Estimate #
11/20/2024	53399

Bill To:
JUPITER POLICE DEPARTMENT ATTN: Angela M. Dean 196 MILITARY TRAIL JUPITER, FL 33458-5788

Ship To:
JUPITER POLICE DEPARTMENT ATTN: Angela Dean/OFC. Hobby 210 MILITARY TRAIL JUPITER, FL 33458

Reference	2024 TAHOE DRONE PATROL X 1			
Product	Description	Qty	Cust. Price	Total
*	PRO-GARD U-LOCK UPGRADE TO UNIVERSAL LOCK	1	75.00	75.00
*	PRO-GARD LIST \$ 100.00 EACH			
	TRUCK VAULT # D-CHTAHN1-21N-TR-PP-FM-DR9 Tahoe Drone	1	5,147.40	5,147.40
	Responder 9, 1 Drawer, Radio Panel 2x HDMI, x2 USB A, x1 USB C, 2x 120v, x1 Inverter Switch, Monitor Mount: VESA Mount Included 100mm X 100mm ; 200mm x 200mm, TV NOT INCLUDED, 1000 Watt Inverter Included (QUOTE # 280324)			
	TRCUK VAULT LIST \$ 5,595.00 EACH			
P-401	DIVIDER PACKAGE - 2) LONG 2) SIDE TO SIDE	1	0.00	0.00
	INCLUDE HOLDERS AND SCREWS			
	INCLUDED WITH TRCUK VAULT			
Shipping	UPS SHIPPING	1	195.00	195.00
	FOR TRCUK VAULT ONLY			
	TRCUK VAULT SHIPPING			
INV-PK1500	WIRING KIT FOR 1500 WATT INVERTER. INCLUDES 4GA POWER AND 4GA GROUND TO BATTERY WITH ANL FUSE HOLDER AND WAFER FUSE 150 AMP	1	95.00	95.00
	NON CONTRACT ITEM			
INSTALL	CUSTOM INSTALLATION PER HOUR FOR EMERGENCY LIGHTS, SIREN AND EQUIPMENT	40	69.00	2,760.00

All Issued Quotes Are Valid For 30 Days			
			Sales Tax (7.00%) \$0.00
Phone #	Fax #	E-mail	Web Site
954-946-9955	954-946-9677	SALES@SRUS.COM	WWW.STROBES-R-US.COM



STROBES-R-US

POMPANO BEACH LOCATION
2681 HAMMONDVILLE RD POMPANO BEACH, FL 33069

JUPITER LOCATION
15335 PARK OF COMMERCE BLVD JUPITER, FL 33478

TENNESSEE LOCATION
933 CARTHAGE HWY LEBANON, TN 37087

Official Estimate

Date	Estimate #
11/20/2024	53399

Bill To:
JUPITER POLICE DEPARTMENT ATTN: Angela M. Dean 196 MILITARY TRAIL JUPITER, FL 33458-5788

Ship To:
JUPITER POLICE DEPARTMENT ATTN: Angela Dean/OFC. Hobby 210 MILITARY TRAIL JUPITER, FL 33458

Reference	2024 TAHOE DRONE PATROL X 1			
Product	Description	Qty	Cust. Price	Total
	INSTALL: PREPARE HARNESS, MAIN, SPEAKER AND PUMPER FOR CORE INSTALL PER CUSTOMER SPECIFICATIONS ON SERVER ** IF CUSTOMER PROVIDED RADIO SEPARATION CABLE, RUN FROM CONSOLE TO REAR CARGO AREA** 1 X CIRCUIT BREAKER (183-0008) 1 X 55" CUSTOM DUO LEGACY BAR. FRONT IS 1/2 RED 1/2 BLUE WITH OVERRIDE TO WHITE SCENE. REAR IS 1/2 RED 1/2 BLUE WITH OVERRIDE TO AMBER ARROW. 2 CUSTOM PODS IN THE REAR ARE TRIO RED FOR STOP LIGHT (EB2-STT-RB, STPKT) 1 X CORE SIREN SYSTEM C399 WITH CCT7, C399SP, CEXAMP, CLBV2V 2 X SPEAKERS MOUNTED INSIDE GRILL WITH BRACKETS (SA315P, SAK70D, SAK70P) 1 X WESTIN PUSH BUMPER WITH 4-ION LIGHT CHANNEL 1 X WESTIN WRAP AROUND PIT BAR 1 X SRUS-TRIOBUMPER WITH 6-I3JC MODULES FOR: 4 X ION TRIO RED/BLU/WHT TRIO IN UPPER CHANNEL CUTOUT OF THE PUSH BUMPER, WIRE FOR WARNING AND WHITE OVERRIDE 2 X ION TRIO RED/BLU/WHT ON SIDES OF PUSH BUMPER, ONE EACH SIDE, WIRE FOR WARNNG AND WHITE OVERRIDE 2 X TL12J RED-BLUE DUO ON SIDE OF WESTIN PIT BAR, THERE ON THE ENDS OF THE PTI BARS, HOLES ALREADY DRILLED FORM OEM 2 X HERO-A IN FRONT OEM TURN WITH ADAPTER-9, WARNING TO BE RED/BLUE 2 X HERO-A IN REAR OEM TURN WITH ADAPTER-10 WARING TO BE RED/BLUE 2 X I3JC TRIO ION MOUNTED UNDER SIDE MIRROR (LIKE CITY OF MIAMI), SIDE FACING, ONE EACH SIDE WIRE FOR WARNING AND WHITE OVERRIDE 2 X SRUS-ERUNTAH-RBW RUNNING BOARD LED RED/BLUE/WHT,			
All Issued Quotes Are Valid For 30 Days				
		Sales Tax (7.00%)		\$0.00
Phone #	Fax #	E-mail	Web Site	
954-946-9955	954-946-9677	SALES@SRUS.COM	WWW.STROBES-R-US.COM	



STROBES-R-US

POMPANO BEACH LOCATION
2681 HAMMONDVILLE RD POMPANO BEACH, FL 33069

JUPITER LOCATION
15335 PARK OF COMMERCE BLVD JUPITER, FL 33478

TENNESSEE LOCATION
933 CARTHAGE HWY LEBANON, TN 37087

Official Estimate

Date	Estimate #
11/20/2024	53399

Bill To:
JUPITER POLICE DEPARTMENT ATTN: Angela M. Dean 196 MILITARY TRAIL JUPITER, FL 33458-5788

Ship To:
JUPITER POLICE DEPARTMENT ATTN: Angela Dean/OFC. Hobby 210 MILITARY TRAIL JUPITER, FL 33458

Reference	2024 TAHOE DRONE PATROL X 1			
Product	Description	Qty	Cust. Price	Total
	WIRE FOR WARNING AND WHITE OVERRIDE 2 X PSJ02FCR RED/BLUE DUO IN REAR CARGO WINDOW WITH 90 DEGREE MONTING BRAKET, ONE EACH SIDE 2 X TL12J MOUNTED ON LICENSE PLATE BRACKET TIONBKT2 1 X CEM16 EXPANSION MODULE 1 X COMMADERPLUS 8-POD LED STICK, R/R/R/R/B/B/B, WIRE FOR WARNING AND TRAFFIC ADVISO 1 X C-VSW-1005-TAH-PM-2 CONSOLE WITH PRINTER MOUNT Vehicle-Specific 12.5" Wide Medium Height Angled 15" Console With Internal PocketJet 8 Printer Mount For 2021-2024 Chevrolet Tahoe Police Pursuit Vehicle 2 x 12V DC lighter plug outlets with attached caps 1 X C-EB40-CCS-1P 1 X C-EB30-CH7-1P 1 X CUP2-1004 DUAL CUP HOLDER FILLER PLATES TO ENCLOSE 9" SECTION OF CONSOLE 1 X C-ARM-102 SIDE MOUNT 1 X C-W-LP1-USB-1 IN 3.3" SECTION 1 X C-AHW-45 IN 3.3" SECTION FILLER PLATES TO ENCLOSE 3.3" SECTION OF CONSOLE 1 X C-HDM-204 POLE 1 X C-MD-112 TITL SWIVEL 1 X UT-1006 UNIVERSAL LAPTOP MOUNT 1 X PA1580-1745 POWER SUPPLY 2 X MMSU-1 MAGNETIC MOUNT 1 X DS-DA-602 USB HUB MOUNT IN A FORWARD PART OF THE CONSOLE THAT IS EASY TO SERVICE 1 X MZL-26SRU WITH 1 HOUR SETUP *PRINTER, CIG PLUGS, LIND ALL GO TO MZL-26SRU* 1 X PJ-822 PRINTER 1 LB3692-003 POWER CABLE FOR PJ-822 BU-353 FUSE BLOCK IN CONSOLE FED FROM MZL-26SRU* ***1 HOUR SETUP *PRINTER, CIG PLUGS, LIND ALL GO TO			
All Issued Quotes Are Valid For 30 Days				
		Sales Tax (7.00%)		\$0.00
Phone #	Fax #	E-mail	Web Site	
954-946-9955	954-946-9677	SALES@SRUS.COM	WWW.STROBES-R-US.COM	



STROBES-R-US

POMPANO BEACH LOCATION
2681 HAMMONDVILLE RD POMPANO BEACH, FL 33069

JUPITER LOCATION
15335 PARK OF COMMERCE BLVD JUPITER, FL 33478

TENNESSEE LOCATION
933 CARTHAGE HWY LEBANON, TN 37087

Official Estimate

Date	Estimate #
11/20/2024	53399

Bill To:
JUPITER POLICE DEPARTMENT ATTN: Angela M. Dean 196 MILITARY TRAIL JUPITER, FL 33458-5788

Ship To:
JUPITER POLICE DEPARTMENT ATTN: Angela Dean/OFC. Hobby 210 MILITARY TRAIL JUPITER, FL 33458

Reference	2024 TAHOE DRONE PATROL X 1			
Product	Description	Qty	Cust. Price	Total
INSTALL	MZL-26SRU* ****GET A LONG USB CABLE TO CONNECT THE HUB TO THE BACK OF THE COMPUTER 1 X P1000T21AOSB PRO-CELL 1/2 PARTITION INCLUDED: Transport Seat, Pair Window Bars, Lower Extension Panel(s), Poly Center Divider, Passenger Door Panel, Poly Window Cargo Barrier, & Outboard Seat Belts 1 X GPC-S SINGLE GUN RACK WITH U-LOCK UPGRADE MOUNT ON PRO-CELL CUSTOM INSTALLATION PER HOUR FOR CUSTOM TRUCK VAULT	5	69.00	345.00
INSTALL	INSTALL: 1 X TRUCK VAULT CUSTOM DR9, DRONE RESPONDER 9 FOR TAHOE WITH MONITOR MOUNT, 1000WT INVERTER, HEAVY DUTY TABLE FOR VEHICLE 1 X 1000WT INVERTER INSTALL KIT CUSTOM INSTALLATION PER HOUR ** IF CUSTOMER PROVIDED RADIO SEPARATION CABLE, RUN FROM CONSOLE TO REAR CARGO AREA**	1	0.00	0.00

All Issued Quotes Are Valid For 30 Days			Subtotal	\$21,838.01
			Sales Tax (7.00%)	\$0.00
			Total	\$21,838.01
Phone #	Fax #	E-mail	Web Site	
954-946-9955	954-946-9677	SALES@SRUS.COM	WWW.STROBES-R-US.COM	



STROBES-R-US

POMPANO BEACH LOCATION
2681 HAMMONDVILLE RD POMPANO BEACH, FL 33069

JUPITER LOCATION
15335 PARK OF COMMERCE BLVD JUPITER, FL 33478

TENNESSEE LOCATION
933 CARTHAGE HWY LEBANON, TN 37087

Official Estimate

Date	Estimate #
11/26/2024	53519

Bill To:
JUPITER POLICE DEPARTMENT ATTN: Angela M. Dean 196 MILITARY TRAIL JUPITER, FL 33458-5788

Ship To:
JUPITER POLICE DEPARTMENT ATTN: ANGELA DEAN 210 MILITARY TRAIL JUPITER, FL 33458

Reference	2024 TAHOE ADMIN DR8 X 1			
Product	Description	Qty	Cust. Price	Total
	****PRICE QUOTE PER BSO CONTRACT # 23004AP **THIS PRICE QUOTE IS FOR (1) 2024 CHEVY TAHOE ADMIN VEHICLE WITH TRUCKVAULT DRONE REESPONDER 8 SPECIFICATION, NO LAPTOP, NO CAGE, NO RADIO, BUT WE ARE TO RUN POWER AND GROUND TO GLOVE BOX FOR RADIO INSTALL AT LATER DATE **PRICES AND PART NUMBERS LISTED ARE FOR MODEL YEAR 2024 CHEVY TAHOE PPV, IT IS NOT KNOWN IF THE 2025 TAHOE WILL HAVE THE SAME PRICES AND PART NUMBERS FOR VEHICLES SPECIFIC PRODUCT LIKE K9 INSERT, PUSH BUMPER, LIGHTING AND BRACKETRY **PRICE QUOTE IS GOOD FOR 30 DAYS **			
183-0008-80	Circuit breaker, 50 amp thermal with manual reset, surface mount D&R LIST \$ 65.00 EACH	1	52.00	52.00
16518177	STANDARD STROBES-R-US MAIN VEHICLE WIRING HARNESS USED WITH BUMPER LIGHTING HARNESS 16518178 AND SPEAKER HARNESS 16518180 SRUS LIST \$ 264.70 EACH	1	158.82	158.82
16518180	STANDARD STROBES-R-US ADDON HARNESS TO WIRE SPEAKERS. 4 CONDUCTOR. USED WITH MAIN HARNESS 16518177 AND BUMPER HARNESS 16518178 SRUS LIST \$ 23.17 EACH	1	13.90	13.90
HHS4200	WHELEN HAND-HELD SIREN SYSTEM. SAME AS HHS3200, BUT WITH WeCan Port that Supports the Inner Edge FST, XLP and RST Series, WeCan Lightbars, and a WeCan External Amplifier (Not for Use with the CANEM16 Expansion Module) WHELEN LIST \$ 856.00 EACH	1	496.48	496.48
SA315P	SA315P SPEAKER, BLACK PLASTIC WHELEN LIST \$ 340.00 EACH	1	197.20	197.20
SAK70	SA-315 MOUNT KIT 2021 PPV TAHOE BEHIND GRILL can be used both on driver and passenger side	1	0.00	0.00

All Issued Quotes Are Valid For 30 Days

Sales Tax (7.00%) \$0.00

Phone #	Fax #	E-mail	Web Site
954-946-9955	954-946-9677	SALES@SRUS.COM	WWW.STROBES-R-US.COM



STROBES-R-US

POMPANO BEACH LOCATION
2681 HAMMONDVILLE RD POMPANO BEACH, FL 33069

JUPITER LOCATION
15335 PARK OF COMMERCE BLVD JUPITER, FL 33478

TENNESSEE LOCATION
933 CARTHAGE HWY LEBANON, TN 37087

Official Estimate

Date	Estimate #
11/26/2024	53519

Bill To:
JUPITER POLICE DEPARTMENT ATTN: Angela M. Dean 196 MILITARY TRAIL JUPITER, FL 33458-5788

Ship To:
JUPITER POLICE DEPARTMENT ATTN: ANGELA DEAN 210 MILITARY TRAIL JUPITER, FL 33458

Reference	2024 TAHOE ADMIN DR8 X 1			
Product	Description	Qty	Cust. Price	Total
ISFW54Z-DUO-RB/W	INCLUDED WITH SA315P DUO FRONT UPPER FST SERIES INNER EDGE FOR TAHOE AND SUBURBAN WITH DEDICATED TAKE DOWNS. BAR IS 1/2 RED 1/2 BLUE WITH OVERRIDE TO WHITE SCENE WHELEN LIST \$ 2002.00 EACH	1	1,161.16	1,161.16
I2D	DUO LINEAR ION RED/WHITE BLK WHELEN LIST \$ 201.00 EACH	1	116.58	116.58
I2E	DUO LINEAR ION BLUE/WHITE BLK WHELEN LIST \$ 201.00 EACH	1	116.58	116.58
IONBKT7	GRILLE MT BRKT KIT (PR) TAHOE WHELEN LIST \$ 32.00 EACH	1	18.56	18.56
HERO-A	HIDEAWAY LED W/AMBER INDICATOR LEDS/ R,B,A,W Warning LEDS (*Must use vehicle adaptor bezel for proper installation) HELLA LIST \$ 214.00 EACH	4	128.40	513.60
HERO-ADAPTER9	HIDEAWAY LED ADAPTER FOR CHEVY SILVERADO/TAHOE FRONT TURN SIGNAL HELLA LIST \$ 19.00 EACH	2	11.40	22.80
HERO-21 TAHO HL CBL	2021 CHEVY TAHOE HEADLIGHT ADAPTER CABLE HELLA LIST \$ 39.00 EACH	2	23.40	46.80
HERO-ADAPTER10	HIDEAWAY LED ADAPTER FOR 2021 TAHOE REAR TURN HELLA LIST \$ 19.00 EACH	2	11.40	22.80
SRUS-ERUNTAH-RBW	60 INCH ELITE RUNNER LIGHT FOR 21-23 CHEVY TAHOE DOORSTEP INTEGRATION, TRIPLE COLOR R/B-W, R/W-W OR B/W-W, WHITE OVERRIDE - FACTORY SMOKED SRUS LIST \$ 649.00 EACH	2	389.40	778.80
PSJ02FCR	DUO Red/Blue, Clear Lens 12" SLIM-LITE LED SURFACE MOUNT WHELEN LIST \$ 213.00 EACH	2	123.54	247.08
PSBKT90	SINGLE 90 DEG MT KIT FOR STRIP LT LIGHTHEAD WHELEN LIST \$ 31.00 EACH	2	17.98	35.96
COMMANDERPLUS8-4R 4B	8 POD COMMANDER PLUS WARNING AND DIRECTIONAL STICK WITH 4 RED AND 4 BLUE PODS SIGNAL VEHICLES LIST \$ 622.42 EACH	1	373.45	373.45

All Issued Quotes Are Valid For 30 Days

Sales Tax (7.00%) \$0.00

Phone #	Fax #	E-mail	Web Site
954-946-9955	954-946-9677	SALES@SRUS.COM	WWW.STROBES-R-US.COM



STROBES-R-US

POMPANO BEACH LOCATION
2681 HAMMONDVILLE RD POMPANO BEACH, FL 33069

JUPITER LOCATION
15335 PARK OF COMMERCE BLVD JUPITER, FL 33478

TENNESSEE LOCATION
933 CARTHAGE HWY LEBANON, TN 37087

Official Estimate

Date	Estimate #
11/26/2024	53519

Bill To:
JUPITER POLICE DEPARTMENT ATTN: Angela M. Dean 196 MILITARY TRAIL JUPITER, FL 33458-5788

Ship To:
JUPITER POLICE DEPARTMENT ATTN: ANGELA DEAN 210 MILITARY TRAIL JUPITER, FL 33458

Reference	2024 TAHOE ADMIN DR8 X 1			
Product	Description	Qty	Cust. Price	Total
M844282-A	Cargo Light Type 3 with Illuminated high/low power switch	1	93.42	93.42
SRUS-L-3	MAXIMMA LIST \$ 109.90 EACH "L" BRACKET FOR ARROW STICK 3"	2	11.75	23.50
*	SRUS LIST \$ 19.58 EACH TRUCK VAULT # D-CHTAHN0-21N-TR-FM-DR8 Tahoe Drone Responder 8, Radio Panel 2x HDMI, x2 USB A, x1 USB C, 2x 120v, x1 Inverter Switch, Monitor Mount: VESA Mount Included 100mm X 100mm ; 200mm x 200mm, TV NOT INCLUDED, 1000 Watt Inverter Included (QUOTE # 280406) TRUCK VAULT LIST \$ 4,130.00 EACH	1	3,799.60	3,799.60
Shipping	UPS SHIPPING	1	195.00	195.00
INV-PK1500	TRCUK VAULT SHIPPING			
	WIRING KIT FOR 1500 WATT INVERTER. INCLUDES 4GA POWER AND 4GA GROUND TO BATTERY WITH ANL FUSE HOLDER AND WAFER FUSE 150 AMP	1	95.00	95.00
INSTALL	NON CONTRACT ITEM CUSTOM INSTALLATION PER HOUR	22	69.00	1,518.00

All Issued Quotes Are Valid For 30 Days			
			Sales Tax (7.00%) \$0.00
Phone #	Fax #	E-mail	Web Site
954-946-9955	954-946-9677	SALES@SRUS.COM	WWW.STROBES-R-US.COM



STROBES-R-US

POMPANO BEACH LOCATION
2681 HAMMONDVILLE RD POMPANO BEACH, FL 33069

JUPITER LOCATION
15335 PARK OF COMMERCE BLVD JUPITER, FL 33478

TENNESSEE LOCATION
933 CARTHAGE HWY LEBANON, TN 37087

Official Estimate

Date	Estimate #
11/26/2024	53519

Bill To:
JUPITER POLICE DEPARTMENT ATTN: Angela M. Dean 196 MILITARY TRAIL JUPITER, FL 33458-5788

Ship To:
JUPITER POLICE DEPARTMENT ATTN: ANGELA DEAN 210 MILITARY TRAIL JUPITER, FL 33458

Reference	2024 TAHOE ADMIN DR8 X 1			
Product	Description	Qty	Cust. Price	Total
INSTALL	PREPARE AND RUN MAIN WIRE HARNESSSES PROGRAM SIREN SYSTEM PER CUSTOMER SPECIFICATIONS 1 X BREAKER (183-0008) 1 X HAND HELD SIREN WITH SPEAKER (SA315P, SAK70) 1 X ISFW54Z-DUO-RB/W DUO INNER EDGE FRONT UPPER WINDHIELD FOR TAHOE RED DRIVER / BLUE PASS WITH TD'S AND WHITE OVERRIDE 1 X I2D IN FRONT DRIVER SIDE GRILL WITH IONBKT7 WIRE FOR WARNING AND WHITE OVERRIDE 1 X I2E IN FRONT PASS SIDE GRILL WITH IONBKT7 2 X HERO-A IN FRONT OEM TURN WITH ADAPTER-9 AND ADAPTER CABLE, RED/BLUE WARNING 2 X HERO-A IN REAR OEM TUNF WITH ADAPTER-10, RED/BLUE WARNING 2 X 60" RUNNERS R/B FOR SIDES OF VEHICLE (SRU-ERUNTAH-RBW) WIRE FOR WARNING AND WHITE OVERRIDE 2 X DUO R/B STRIP LIGTH IN REAR SIDE CARGO WINDOWS (PSJ02FCR) WITH 90 DEGREE MOUNT BRACKET 1 X 8-POD REAR STICK R/R/R/B/B/B/B WIRE FOR WARNING AND TRAFFIC ADVISOR 1 X 18" WORK LIGHT ON BACK OF ARROW (M844282-A) CUSTOM INSTALLATION PER HOUR CUSTOM TRUCK VAULT INSTALL: 1 X TRUCK VAULT CUSTOM DR9, DRONE RESPONDER 8 FOR TAHOE WITH MONITOR MOUNT, 1000WT INVERTER, HEAVY DUTY TABLE FOR VEHICLE 1 X 1000WT INVERTER INSTALL KIT CUSTOM INSTALLATION PER HOUR NO RADIO, BUT WE ARE TO RUN POWER AND GROUND TO GLOVE BOX FOR RADIO INSTALL AT LATER DATE	5	69.00	345.00
INSTALL		1	0.00	0.00

All Issued Quotes Are Valid For 30 Days			Subtotal	\$10,442.09
			Sales Tax (7.00%)	\$0.00
			Total	\$10,442.09
Phone #	Fax #	E-mail	Web Site	
954-946-9955	954-946-9677	SALES@SRUS.COM	WWW.STROBES-R-US.COM	



STROBES-R-US

POMPANO BEACH LOCATION
2681 HAMMONDVILLE RD POMPANO BEACH, FL 33069

JUPITER LOCATION
15335 PARK OF COMMERCE BLVD JUPITER, FL 33478

TENNESSEE LOCATION
933 CARTHAGE HWY LEBANON, TN 37087

Official Estimate

Date	Estimate #
11/20/2024	47801

Bill To:
JUPITER POLICE DEPARTMENT ATTN: Angela M. Dean 196 MILITARY TRAIL JUPITER, FL 33458-5788

Ship To:
JUPITER POLICE DEPARTMENT ATTN: Angela Dean/OFC. Hobby 210 MILITARY TRAIL JUPITER, FL 33458

Reference	2024 TAHOE K-9 PATROL X 1			
Product	Description	Qty	Cust. Price	Total
	**PRICES ARE PER BROWARD COUNTY SHERIFF'S OFFICE CONTRACT # 23004AP **THIS QUOTE IS FOR (1) 2024 CHEVY TAHOE K9 PATROL VEHICLE, **NO RADIO (IF CUSTOMER SUPPLIES RADIO SEPARATION CABLE, RUN FROM CONSOLE TO REAR CARGO AREA), NO CAMERA SYSTEM, NO RADAR **WORK WILL BE DONE AT STROBES R US JUPITER FACILITY, IT WILL BE CUSTOMER'S RESPONSIBILITY FOR DROP OFF AND PICKUP OF VEHICLES **THIS QUOTE WAS UPDATED ON 10/24/24 TO CURRENT DATE AND PRICES, CHANGES IN K9 INSERT, CONSOLE AND LIGHTING PER OFFICER MATTHEW HOBBY **THIS QUOTE WAS UPDATED ON 11/20/24, CURRENTLY FOR 2024 TAHOE (NO PART NUMBERS FOR 2025 TAHOE AS OF 11/20/24) **PRICES AND PART NUMBERS LISTED ARE FOR MODEL YEAR 2024 CHEVY TAHOE PPV, IT IS NOT KNOWN IF THE 2025 TAHOE WILL HAVE THE SAME PRICES AND PART NUMBERS FOR VEHICLES SPECIFIC PRODUCT LIKE K9 INSERT, PUSH BUMPER, LIGHTING AND BRACKETRY **THIS QUOTE IS GOOD FOR 30 DAYS **THIS QUOTE WILL NEED TO BE UPDATED ONCE THE 2025 TAHOE PPV IS RELEASED **			
183-0008-80	Circuit breaker, 80 amp thermal with manual reset, surface mount D&R LIST \$ 65.00 EACH	1	52.00	52.00
16518177	STANDARD STROBES-R-US MAIN VEHICLE WIRING HARNESS USED WITH BUMPER LIGHTING HARNESS 16518178 AND SPEAKER HARNESS 16518180 SRUS LIST \$ 264.70 EACH	1	158.82	158.82
16518178	STANDARD STROBES-R-US ADDON HARNESS TO WIRE PUSH BUMPER LIGHTS. 8 CONDUCTOR. USED WITH MAIN HARNESS 16518177 AND SPEAKER HARNESS 16518180 SRUS LIST \$ 39.83 EACH	1	23.90	23.90
All Issued Quotes Are Valid For 30 Days				
		Sales Tax (7.00%)		\$0.00
Phone #	Fax #	E-mail	Web Site	
954-946-9955	954-946-9677	SALES@SRUS.COM	WWW.STROBES-R-US.COM	



STROBES-R-US

POMPANO BEACH LOCATION
2681 HAMMONDVILLE RD POMPANO BEACH, FL 33069

JUPITER LOCATION
15335 PARK OF COMMERCE BLVD JUPITER, FL 33478

TENNESSEE LOCATION
933 CARTHAGE HWY LEBANON, TN 37087

Official Estimate

Date	Estimate #
11/20/2024	47801

Bill To:
JUPITER POLICE DEPARTMENT ATTN: Angela M. Dean 196 MILITARY TRAIL JUPITER, FL 33458-5788

Ship To:
JUPITER POLICE DEPARTMENT ATTN: Angela Dean/OFC. Hobby 210 MILITARY TRAIL JUPITER, FL 33458

Reference	2024 TAHOE K-9 PATROL X 1			
Product	Description	Qty	Cust. Price	Total
16518180	STANDARD STROBES-R-US ADDON HARNESS TO WIRE 2 SPEAKERS. 4 CONDUCTOR. USED WITH MAIN HARNESS 16518177 AND BUMPER HARNESS 16518178 SRUS LIST \$ 23.17 EACH	1	13.90	13.90
EB2-STT-RB	55" WECAN X DUO LEGACY BAR. FRONT IS 1/2 RED 1/2 BLUE WITH OVERRIDE TO WHITE SCENE. REAR IS 1/2 RED 1/2 BLUE WITH OVERRIDE TO AMBER ARROW. 2 CUSTOM PODS IN THE REAR ARE TRIO RED FOR STOP LIGHT WHELEN LIST \$ 4905.45 EACH PACKAGE	1	2,845.16	2,845.16
STPKT*	WHELEN LIGHTBAR STRAP KIT WITH BOLTS INCLUDED IN PACKAGE	1	0.00	0.00
C399	CONCOM CORE AMPLIFIER CONTROL MODULE (CAN ORDER CCTL7 TOUCHPAD AND CCTLMIC MICROPHONE FOR COMPLETE SIREN) INCLUDED IN PACKAGE	1	0.00	0.00
CCTL7	WECAN X SLIDE SWITCH WITH 21 PUSH BUTTON CONTROL HEAD ALSO INCLUDES CCTLMIC MICROPHONE KIT INCLUDED IN PACKAGE	1	0.00	0.00
C399SP	SCANPORT INSTALL KIT FOR C399. SEE VEHICLE OUTFITTER FOR AVAILABLE VEHICLE MAKE/MODEL/YEAR. **NOT FOR USE WITH CORE-R AND CORE-S** INCLUDED IN PACKAGE	1	0.00	0.00
CLBV2V	LTBAR-MOUNTED V2V SYNC MODULE INCLUDED IN PACKAGE	1	0.00	0.00
CEXAMP	WECAN X EXTERNAL AMPLIFIER FOR DUAL TONE SIREN INCLUDED IN PACKAGE	1	0.00	0.00
SA315P	SA315P SPEAKER, BLACK PLASTIC INCLUDED IN PACKAGE	2	0.00	0.00
SAK70	SA-315 MOUNT KIT 2021 PPV TAHOE BEHIND GRILL can be used both on driver and passenger side INCLUDED IN PACKAGE	2	0.00	0.00

All Issued Quotes Are Valid For 30 Days

Sales Tax (7.00%) \$0.00

Phone #	Fax #	E-mail	Web Site
954-946-9955	954-946-9677	SALES@SRUS.COM	WWW.STROBES-R-US.COM



STROBES-R-US

POMPANO BEACH LOCATION
2681 HAMMONDVILLE RD POMPANO BEACH, FL 33069

JUPITER LOCATION
15335 PARK OF COMMERCE BLVD JUPITER, FL 33478

TENNESSEE LOCATION
933 CARTHAGE HWY LEBANON, TN 37087

Official Estimate

Date	Estimate #
11/20/2024	47801

Bill To:
JUPITER POLICE DEPARTMENT ATTN: Angela M. Dean 196 MILITARY TRAIL JUPITER, FL 33458-5788

Ship To:
JUPITER POLICE DEPARTMENT ATTN: Angela Dean/OFC. Hobby 210 MILITARY TRAIL JUPITER, FL 33458

Reference	2024 TAHOE K-9 PATROL X 1			
Product	Description	Qty	Cust. Price	Total
36-4045	WESTIN ELITE PUSH BUMPER 2021 TAHOE SAME Light Chanel as the 2015-2020 Tahoe # 36-6015 or 36-6015W2 (With 2-IONS) WESTIN LIST \$ 1011.15 EACH	1	758.36	758.36
36-6015W4	Elite 33.1" 4 Light Channel, Push Bumper Light Channel 33.1 inch Whelen, 4 Hole, All WESTIN LIST \$ 67.41 EACH	1	50.56	50.56
36-4045PB	WESTIN ELITE PIT BAR 2021 TAHOE WESTIN LIST \$ 660.00 EACH	1	495.00	495.00
SRUS-TRIOBUMPER	WHELEN BRAND BUMPER LIGHTING KIT CONSISTING OF 6 TRIO IONS RED/BLUE/WHITE A PLUG N PLAY HARNESS WITH WATERPROOF QUICK DISCONNECTS AND A 25' MAIN HARNESS THAT PLUGS INTO THE CORE C399 SIREN. WHELEN LIST \$ 1040.00 EACH	1	603.20	603.20
TLI2J	ION T-SERIES LINEAR DUO R/B WHELEN LIST \$ 195.00 EACH	4	113.10	452.40
TIONBKT2	ION T-SERIES HORIZNTAL LICENSE PLATE BKT WHELEN LIST \$ 49.00 EACH	1	28.42	28.42
HERO-A	HIDEAWAY LED W/AMBER INDICATOR LEDS/ R,B,A,W Warning LEDS (*Must use vehicle adaptor bezel for proper installation) HELLA LIST \$ 214.00 EACH	4	108.50	434.00
HERO-ADAPTER9	HIDEAWAY LED ADAPTER FOR CHEVY SILVERADO/TAHOE FRONT TURN SIGNAL HELLA LIST \$ 19.00 EACH	2	11.40	22.80
HERO-21 TAHO HL CBL	2021 CHEVY TAHOE HEADLIGHT ADAPTER CABLE HELLA LIST \$ 39.00 EACH	2	23.40	46.80
HERO-ADAPTER10	HIDEAWAY LED ADAPTER FOR 2021 TAHOE REAR TURN HELLA LIST \$ 19.00 EACH	2	11.40	22.80
SRUS-ERUNTAH-RBW	60 INCH ELITE RUNNER LIGHT FOR 21-23 CHEVY TAHOE DOORSTEP INTEGRATION, TRIPLE COLOR R/B-W, R/W-W OR B/W-W, WHITE OVERRIDE - FACTORY SMOKED SRUS LIST \$ 649.00 EACH DISCOUNT IS 45%	2	389.40	778.80

All Issued Quotes Are Valid For 30 Days

Sales Tax (7.00%) \$0.00

Phone #	Fax #	E-mail	Web Site
954-946-9955	954-946-9677	SALES@SRUS.COM	WWW.STROBES-R-US.COM



STROBES-R-US

POMPANO BEACH LOCATION
2681 HAMMONDVILLE RD POMPANO BEACH, FL 33069

JUPITER LOCATION
15335 PARK OF COMMERCE BLVD JUPITER, FL 33478

TENNESSEE LOCATION
933 CARTHAGE HWY LEBANON, TN 37087

Official Estimate

Date	Estimate #
11/20/2024	47801

Bill To:
JUPITER POLICE DEPARTMENT ATTN: Angela M. Dean 196 MILITARY TRAIL JUPITER, FL 33458-5788

Ship To:
JUPITER POLICE DEPARTMENT ATTN: Angela Dean/OFC. Hobby 210 MILITARY TRAIL JUPITER, FL 33458

Reference	2024 TAHOE K-9 PATROL X 1			
Product	Description	Qty	Cust. Price	Total
PSJ02FCR	DUO Red/Blue, Clear Lens 12" SLIM-LITE LED SURFACE MOUNT WHELEN LIST \$ 213.00 EACH	2	123.54	247.08
PSBKT90	SINGLE 90 DEG MT KIT FOR STRIP LT LIGHTHEAD WHELEN LIST \$ 31.00 EACH	2	17.98	35.96
TLIJ	ION T-SERIES LINEAR SPLIT R/B WHELEN LIST \$ 168.00 EACH	2	97.44	194.88
OEWD54-RB/A	SIX LAMP OUTER EDGE, REAR FACING, TWO PIECE, FOR CHEVY TAHOE 2021, 1/2 RED DRIVER 1/2 RED PASS WITH OVERWIRE TO WHITE SCENE. REQUIRES SIX DUO OEI2 LIGHTHEADS WHELEN LIST \$ 1750.00 EACH	1	1,015.00	1,015.00
CEM16	WCX 16 OUTPUT EXPANSION MODULE WECAN X WHELEN LIST \$ 286.00 EACH	2	165.88	331.76
PKG-VSX-1800-TAH-PM-1	Package - Wide VSX Console with Front Printer Mount for pentax printer. 2021-2024 Chevrolet Tahoe PPV & SSV includes dual cup holder, arm rest, computer mount pole and md112 tilt/swivel. can have 18" of standard face plates and 15" of side fillers in 3.3" area HAVIS LIST \$ 2011.00 EACH	1	1,307.15	1,307.15
C-EBX-WHE-1	Equipment Bracket Kit For VSX Consoles Front Tray Siren Light Control - Whelen HAVIS LIST \$ 10.00 EACH	1	6.50	6.50
*	HAVIS # C-EB25-081 EQUIPMENT BRACKET FOR HARRIS/MA-COM (C-EB30-CH7-1P) INCLUDED WITH CONSOLE	1	0.00	0.00
C-EB45-RHS-1P	4.5" Equipment Mounting Bracket Fits Acek9 Hot-N-Pop Control Head INCLUDED WITH CONSOLE	1	0.00	0.00
CUP2-1004	Self-Adjusting Double Cup Holder (Fixed Mount) INCLUDED WITH CONSOLE	1	0.00	0.00
C-ARM-1001	Internal Mount Armrest with Lockable Accessory Pocket INCLUDED WITH CONSOLE	1	0.00	0.00
C-W-LP1-USB-1	Single Lighter Plug and Single USB Bracket for Wide VSW Consoles 2" wide section	1	84.50	84.50

All Issued Quotes Are Valid For 30 Days

Sales Tax (7.00%) \$0.00

Phone #	Fax #	E-mail	Web Site
954-946-9955	954-946-9677	SALES@SRUS.COM	WWW.STROBES-R-US.COM



STROBES-R-US

POMPANO BEACH LOCATION
2681 HAMMONDVILLE RD POMPANO BEACH, FL 33069

JUPITER LOCATION
15335 PARK OF COMMERCE BLVD JUPITER, FL 33478

TENNESSEE LOCATION
933 CARTHAGE HWY LEBANON, TN 37087

Official Estimate

Date	Estimate #
11/20/2024	47801

Bill To:
JUPITER POLICE DEPARTMENT ATTN: Angela M. Dean 196 MILITARY TRAIL JUPITER, FL 33458-5788

Ship To:
JUPITER POLICE DEPARTMENT ATTN: Angela Dean/OFC. Hobby 210 MILITARY TRAIL JUPITER, FL 33458

Reference	2024 TAHOE K-9 PATROL X 1			
Product	Description	Qty	Cust. Price	Total
CMX15600-08-1	HAVIS LIST \$ 130.00 EACH Fuse Block Kit for Wide VSX Console with Front Printer Mount for 2021-2022 Chevrolet Tahoe PPV & SSV INCLUDED WITH CONSOLE	1	49.00	49.00
*	NECESSARY FILLER PLATES TO ENCLOSE CONSOLE INCLUDED WITH CONSOLE	1	0.00	0.00
C-HDM-224	8.5" Heavy-Duty Telescoping Pole Kit for Wide VSX Console with Front Printer Mount for 2021-2023 Chevrolet Tahoe PPV & SSV INCLUDED WITH CONSOLE	1	0.00	0.00
C-MD-119	Swing arm with motion adapter INCLUDED WITH CONSOLE	1	0.00	0.00
UT-1006	Universal Rugged Cradle for approximately 11"-14" Computing Devices. HAVIS LIST \$ 372.77 EACH	1	242.30	242.30
PA1580-1745	The Lind PA1580-1745 DC/DC Power Adapter is designed to power your Panasonic-compatible Toughbook LIND LIST \$ 160.00 EACH	1	152.00	152.00
MMSU-1	MAGNETIC MIC SINGLE UNIT COMPLETE. NON CONTRACT ITEM	2	35.00	70.00
DS-DA-602	Rugged Communications hub HAVIS LIST \$ 246.00 EACH	1	159.90	159.90
MZL-26SRU	30 AMP TIMER FOR INSIDE VEHICLE CONSOLE. FEATURES 6 OUTPUTS TOTAL OF 30 AMPS. TIMER CAN BE SET FROM 15 MIN TO 8 HOURS TO CONTROL DOCKS, PRINTERS, CIG PLUGS, ETC. IN CONSOLE SRUS LIST \$ 198.33 EACH	1	119.00	119.00
PJ-822	BROTHER PENTEX POCKETJET 8 PRINTER 200 DPI NON-CONTRACT ITEM	1	425.00	425.00
LB3692-003	POWER CABLE FOR BROTHER PENTAX PRINTER NON CONTRACT ITEM	1	31.00	31.00
BU-353	GPS ANTENNA WITH USB ROUND BLACK NON-CONTRACT ITEM	1	69.00	69.00

All Issued Quotes Are Valid For 30 Days

Sales Tax (7.00%)	\$0.00
--------------------------	---------------

Phone #	Fax #	E-mail	Web Site
954-946-9955	954-946-9677	SALES@SRUS.COM	WWW.STROBES-R-US.COM



STROBES-R-US

POMPANO BEACH LOCATION
2681 HAMMONDVILLE RD POMPANO BEACH, FL 33069

JUPITER LOCATION
15335 PARK OF COMMERCE BLVD JUPITER, FL 33478

TENNESSEE LOCATION
933 CARTHAGE HWY LEBANON, TN 37087

Official Estimate

Date	Estimate #
11/20/2024	47801

Bill To:
JUPITER POLICE DEPARTMENT ATTN: Angela M. Dean 196 MILITARY TRAIL JUPITER, FL 33458-5788

Ship To:
JUPITER POLICE DEPARTMENT ATTN: Angela Dean/OFC. Hobby 210 MILITARY TRAIL JUPITER, FL 33458

Reference	2024 TAHOE K-9 PATROL X 1			
Product	Description	Qty	Cust. Price	Total
SC-920-SRU-HORIZONTAL	CUSTOM SANTA CRUZ GUN LOCK WITH 24" ADJUSTABLE RAIL AND SC-6XL UNIVERSAL LOCK HEAD HORIZONTAL - INCLUDES 2 ROLL BAR CLAMPS	1	319.20	319.20
SAK1	SANTA CRUZ LIST \$ 399.00 EACH SA-315 MOUNT KIT UNIVERSAL "L" BRACKET	2	29.58	59.16
INSTALL	WHELEN LIST \$ 51.00 EACH CUSTOM INSTALLATION PER HOUR FOR EMERGENCY LIGHTS, SIREN AND EQUIPMENT	40	69.00	2,760.00
All Issued Quotes Are Valid For 30 Days				
		Sales Tax (7.00%)		\$0.00
Phone #	Fax #	E-mail	Web Site	
954-946-9955	954-946-9677	SALES@SRUS.COM	WWW.STROBES-R-US.COM	



STROBES-R-US

POMPANO BEACH LOCATION
2681 HAMMONDVILLE RD POMPANO BEACH, FL 33069

JUPITER LOCATION
15335 PARK OF COMMERCE BLVD JUPITER, FL 33478

TENNESSEE LOCATION
933 CARTHAGE HWY LEBANON, TN 37087

Official Estimate

Date	Estimate #
11/20/2024	47801

Bill To:
JUPITER POLICE DEPARTMENT ATTN: Angela M. Dean 196 MILITARY TRAIL JUPITER, FL 33458-5788

Ship To:
JUPITER POLICE DEPARTMENT ATTN: Angela Dean/OFC. Hobby 210 MILITARY TRAIL JUPITER, FL 33458

Reference	2024 TAHOE K-9 PATROL X 1			
Product	Description	Qty	Cust. Price	Total
	INSTALL: PREPARE HARNESS, MAIN, SPEAKER AND PUMPER FOR CORE INSTALL PER CUSTOMER SPECIFICATIONS ON SERVER ** IF CUSTOMER PROVIDED RADIO SEPARATION CABLE, RUN FROM CONSOLE TO REAR CARGO AREA** 1 X CIRCUIT BREAKER (183-0008) 1 X 55" CUSTOM DUO LEGACY BAR. FRONT IS 1/2 RED 1/2 BLUE WITH OVERRIDE TO WHITE SCENE. REAR IS 1/2 RED 1/2 BLUE WITH OVERRIDE TO AMBER ARROW. 2 CUSTOM PODS IN THE REAR ARE TRIO RED FOR STOP LIGHT (EB2-STT-RB, STPKT) 1 X CORE SIREN SYSTEM C399 WITH CCT7, C399SP, CEXAMP, CLBV2V 2 X SPEAKERS MOUNTED INSIDE GRILL WITH BRACKETS (SA315P, SAK70D, SAK70P) 1 X WESTIN PUSH BUMPER WITH 4-ION LIGHT CHANNEL 1 X WESTIN WRAP AROUND PIT BAR 1 X SRUS-TRIOBUMPER WITH 6-I3JC MODULES FOR: 4 X ION TRIO RED/BLU/WHT TRIO IN UPPER CHANNEL CUTOUT OF THE PUSH BUMPER, WIRE FOR WARNING AND WHITE OVERRIDE 2 X ION TRIO RED/BLU/WHT ON SIDES OF PUSH BUMPER, ONE EACH SIDE, WIRE FOR WARNNG AND WHITE OVERRIDE 2 X TL12J RED-BLUE DUO ON SIDE OF WESTIN PIT BAR, THERE ON THE ENDS OF THE PTI BARS, HOLES ALREADY DRILLED FORM OEM 2 X HERO-A IN FRONT OEM TURN WITH ADAPTER-9, WARNING TO BE RED/BLUE 2 X HERO-A IN REAR OEM TURN WITH ADAPTER-10 WARING TO BE RED/BLUE 2 X I3JC TRIO ION MOUNTED UNDER SIDE MIRROR (LIKE CITY OF MIAMI), SIDE FACING, ONE EACH SIDE WIRE FOR WARNING AND WHITE OVERRIDE 2 X SRUS-ERUNTAH-RBW RUNNING BOARD LED RED/BLUE/WHT,			
All Issued Quotes Are Valid For 30 Days				
		Sales Tax (7.00%)		\$0.00
Phone #	Fax #	E-mail	Web Site	
954-946-9955	954-946-9677	SALES@SRUS.COM	WWW.STROBES-R-US.COM	



STROBES-R-US

POMPANO BEACH LOCATION
2681 HAMMONDVILLE RD POMPANO BEACH, FL 33069

JUPITER LOCATION
15335 PARK OF COMMERCE BLVD JUPITER, FL 33478

TENNESSEE LOCATION
933 CARTHAGE HWY LEBANON, TN 37087

Official Estimate

Date	Estimate #
11/20/2024	47801

Bill To:
JUPITER POLICE DEPARTMENT ATTN: Angela M. Dean 196 MILITARY TRAIL JUPITER, FL 33458-5788

Ship To:
JUPITER POLICE DEPARTMENT ATTN: Angela Dean/OFC. Hobby 210 MILITARY TRAIL JUPITER, FL 33458

Reference	2024 TAHOE K-9 PATROL X 1			
Product	Description	Qty	Cust. Price	Total
	WIRE FOR WARNING AND WHITE OVERRIDE 2 X PSJ02FCR RED/BLUE DUO IN REAR CARGO WINDOW WITH 90 DEGREE MONTING BRAKET, ONE EACH SIDE 2 X TLI2J MOUNTED ON LICENSE PLATE BRACKET TIONBKT2 2 X TLIJ RED/BLUE SPLIT MOUNTED UNDERSIDE OF REAR HATCH SO WHEN HATCH IS OPENED, THE TLIJ'S WILL BE FAING REAR FOR WARNING 1 X OEWD54-RB/A INNEREDGE REAR DUO RED DRIVER BLUE PASS WITH AMBER TRAFFIC ADVISOR, WIRE FOR WARNING AND TRAFFIC ADVISOR 2 X CEM16 EXPANSION MODULE 1 X PKG-VSX-1800-TAH-PM-1 CONSOLE WITH PRINTER MOUNT Package includes: C-VSX-1800-TAH-PM, C-ARM-1001, CUP2-1004, C-HDM-224, C-MD-119, and CMX15600-08-1 1 X CMX15600-08-1 FUSE BLOCK IN CONSOLE FED FROM MZL-26SRU* ***1 HOUR SETUP *PRINTER, CIG PLUGS, LIND ALL GO TO MZL-26SRU* 1 X C-ARM-1001 1 X CUP2-1004 1 X C-HDM-224 1 X C-MD-119 1 X C-EBX-WHE-1 (FOR MOUNITNG CCT7 ON TOP OF PRINTER) 1 X C-EB25-081 EQUIPMENT BRACKET FOR HARRIS/MA-COM (C-EB30-CH7-1P) RADIO, CUSTOMER WILL INSTALL AT LATER DATE IF CUSTOMER PROVIDED RADIO SEPARATION CABLE, RUN FROM CONSOLE TO REAR CARGO AREA** 1 X FACE PLATE FOR ACE-K9 CONTROLLER (C-EB45-RHS-1P) ***RELOCATE OEM USB AND 12VT OUTLETS 1 X UT-1006 UNIVERSAL LAPTOP MOUNT 1 X MZL-26SRU WITH 1 HOUR SETUP *PRINTER, CIG PLUGS, LIND ALL GO TO MZL-26SRU* 1 X HUB IN A FORWARD PART OF THE CONSOLE THAT IS EASY TO			

All Issued Quotes Are Valid For 30 Days			
			Sales Tax (7.00%) \$0.00
Phone #	Fax #	E-mail	Web Site
954-946-9955	954-946-9677	SALES@SRUS.COM	WWW.STROBES-R-US.COM



STROBES-R-US

POMPANO BEACH LOCATION
2681 HAMMONDVILLE RD POMPANO BEACH, FL 33069

JUPITER LOCATION
15335 PARK OF COMMERCE BLVD JUPITER, FL 33478

TENNESSEE LOCATION
933 CARTHAGE HWY LEBANON, TN 37087

Official Estimate

Date	Estimate #
11/20/2024	47801

Bill To:
JUPITER POLICE DEPARTMENT ATTN: Angela M. Dean 196 MILITARY TRAIL JUPITER, FL 33458-5788

Ship To:
JUPITER POLICE DEPARTMENT ATTN: Angela Dean/OFC. Hobby 210 MILITARY TRAIL JUPITER, FL 33458

Reference	2024 TAHOE K-9 PATROL X 1			
Product	Description	Qty	Cust. Price	Total
K9-C26	SERVICE (DS-DA-602 USB) ****GET A LONG USB CABLE TO CONNECT THE HUB TO THE BACK OF THE COMPUTER 1 X PRINTER, POWER CABLE, USB-C CABLE (PJ-822, LB3692-003,LBX126) 1 X C-W-LP1-USB-1 IN 3.3" SECTION ***NECESSARY FILLER PLATES TO ENCLOSE CONSOLE 2 X MMSU-1 MAG MIC'S 1 X SINGLE GUN RACK HORIZONTAL MOUNT ON K9 INSERT WITH 2 X SAK1 MOUNTS 2021+ Chevrolet Tahoe K9 Transport system **FULL DOG CAGE** NO PRISONER SIDE ** WHITE**MUST BUY FAN GUARD AND WATERBOWL AS SEPARATE OPTIONS HAVIS LIST \$ 4968.00 EACH	1	3,229.20	3,229.20
K9-A-102	K9 transport air circulation 4" fan option HAVIS LIST # 220.00 EACH	2	143.00	286.00
K9-A-104	Window guard & K9 Transport fan option, WITH FAN GUARD HAVIS LIST \$ 656.00 EACH	1	426.40	426.40
K9-A-103	K9 Transport water bowl option HAVIS LIST \$ 84.00 EACH	1	54.60	54.60
Shipping	UPS SHIPPING FOR HAVIS K9 INSERT TAHOE ONLY SHIPPING FOR HAVIS K9 INSERT ONLY	1	245.00	245.00
HP-5020	K9 Hot-N-Pop® PRO Temperature Alarm & Door Opening System, Includes Horn Activation, Siren Activation, Light Activation,Dual Window Drop and One Door Pop Remote with Holster. ACEK9 LIST \$ 1499.00 EACH DISCOUNT	1	1,424.05	1,424.05
H-NKLBK-P	No K9 Left Behind ACERK9 LIST \$ 69.00 EACH	1	65.55	65.55

All Issued Quotes Are Valid For 30 Days

Sales Tax (7.00%) \$0.00

Phone #	Fax #	E-mail	Web Site
954-946-9955	954-946-9677	SALES@SRUS.COM	WWW.STROBES-R-US.COM



STROBES-R-US

POMPANO BEACH LOCATION
2681 HAMMONDVILLE RD POMPANO BEACH, FL 33069

JUPITER LOCATION
15335 PARK OF COMMERCE BLVD JUPITER, FL 33478

TENNESSEE LOCATION
933 CARTHAGE HWY LEBANON, TN 37087

Official Estimate

Date	Estimate #
11/20/2024	47801

Bill To:
JUPITER POLICE DEPARTMENT ATTN: Angela M. Dean 196 MILITARY TRAIL JUPITER, FL 33458-5788

Ship To:
JUPITER POLICE DEPARTMENT ATTN: Angela Dean/OFC. Hobby 210 MILITARY TRAIL JUPITER, FL 33458

Reference	2024 TAHOE K-9 PATROL X 1			
Product	Description	Qty	Cust. Price	Total
AWD-7040	ACE WATCH DOG FOR USE WITH PRO ALARM SYSTEM. INCLUDES MODEM, ANTENNA AND INTERFACE CABLE. INCLUDES 1 YEAR OF SERVICE. SERVICE IS \$168 PER YEAR AFTER PAID DIRECTLY TO ACE K9	1	854.05	854.05
HAP-EVS-K	ACREK9 LIST \$ 899.00 EACH Engine Stall Sensor	1	135.80	135.80
INSTALL	ACERK9 LIST \$ 129.95 EACH CUSTOM INSTALLATION PER HOUR FOR ACRE K-9 SYSTEM AND INSERT	23	69.00	1,587.00
INSTALL	INSTALL K-9 INSERT AND ELECTRONICS: 1 X HAVIS WHITE K9 INSERT FULL SIZE (K9-C26) 2 X 4" AIR CIRCULATION FANS MOUNTED IN FRONT BULKHEAD OPENING (K9-A-102) 1 X SIDE WINDOW FAN (K9-A-104) WITH FAN GUARD 1 X HOT-N-POP PRO SYSTEM (DOOR POPPER ON DRIVER SIDE REAR DOOR) 1 X NO K9 LEFT BEHIND KIT 1 X AWD ACE WATCH DOG PRO ALARM 1 X ENGINE STALL SENSOR CUSTOM INSTALLATION PER HOUR ** IF CUSTOMER PROVIDED RADIO SEPARATION CABLE, RUN FROM CONSOLE TO REAR CARGO AREA**	1	0.00	0.00

All Issued Quotes Are Valid For 30 Days			Subtotal	\$22,772.96
			Sales Tax (7.00%)	\$0.00
			Total	\$22,772.96
Phone #	Fax #	E-mail	Web Site	
954-946-9955	954-946-9677	SALES@SRUS.COM	WWW.STROBES-R-US.COM	



Communications International, Inc.
2150 15th Ave
VERO BEACH, FL 32960

Quotation

Page	1 of 2
Quotation ID	QO0035051
Date	11/27/2024
Expiration date	12/31/2024
Terms	N45
Requested By	Angela Dean
Salesperson	Aaron Mcilrath
Phone	(561) 688-0330
E-mail	amcilrath@ask4ci.com

Bill to

Jupiter Police Department
196 Military Trail
JUPITER, FL 33458

Delivery address

Jupiter Police Department (New)
196 Military Trail
JUPITER, FL 33458

FY 25 Remove & Reinstalls

Pricing: **FB 22-150**

INFO: Remove, PM (included under MA) & Reinstall mobile radio FY25

POC: Angela Dean 561-741-2436 1160@jupiter.fl.us

Item	Description	Quantity	Price	Line Discount	Net Price	Extended Price
TRAB7603	760-870 Phantom Antenna, Black	1.00	65.49	10%	58.94	58.94
MB8U	MOUNT, 3/4", RG58U, NO CONN	1.00	28.30	10%	25.47	25.47
RFT12022T	TNC Male Crimp Connector for RG-58U	1.00	6.57	10%	5.91	5.91
CA-009562-030	Cable Assembly, CAN,30 FT Straight-Right	1.00	115.00	28%	82.80	82.80
CA-012616-001	Cable,DC Power,CH721 Control Unit	1.00	120.00	28%	86.40	86.40
CA-012365-001	Cable,DC Power,M7200/7300/5300	1.00	100.00	28%	72.00	72.00
KT23117	Radio Mounting Bracket Tray	1.00	65.00	28%	46.80	46.80
CEB30CH71P	Equipment Mounting Bracket,3" space, fits Harris CH-721	1.00	33.00	10%	29.70	29.70
LS102824V10	Speaker,Mobile,4 Ohm,OpenSky	1.00	40.00	28%	28.80	28.80
	Misc Install Materials	1.00	25.00	0%	25.00	25.00
	Labor - Removal \$108/Hr x 1 Hrs ea.	1.00	108.00	0%	108.00	108.00
	Labor - Reinstall - \$108/Hr x 3 Hrs ea.	3.00	108.00	0%	108.00	324.00



Quotation

Page	2 of 2
Quotation ID	QO0035051
Date	11/27/2024
Expiration date	12/31/2024

Pre-tax Total	\$893.82
----------------------	-----------------

Order Acceptance - Please sign below

Signature	_____
Printed name	_____
Date	_____

***This quotation does not include tax
Applicable taxes will be calculated during invoicing***

Not an Invoice – Do Not Pay

By signing this quotation and/or submitting a purchase order pursuant to this quotation you acknowledge that you have read and agree to be bound by Communications International, Inc.'s terms and conditions of sale, service, and technical support. Orders may be subject to shipping & handling charges. All warranties are manufacturer's warranties. Terms and Conditions: www.ask4ci.com/termsandconditions

This proposal does not reflect (include) material/labor cost escalations beyond a standard inflationary rate (SIR) of 6.5%. We reserve the right to recover cost impacts above (SIR).
Equipment will be invoiced upon delivery.

Graphic Designs International LLC
7941 SW Jack James Drive
Stuart, FL 34997
772-287-0000
accounting@gdigraphics.com
www.gdigraphics.com



ESTIMATE

ADDRESS
JUPITER PD (FL)
196 MILITARY TRAIL
JUPITER, FL 33458
ATTN: ACCOUNTS PAYABLE

SHIP TO
INSTALLER (CHRIS)

ESTIMATE # ESTIMATE
DATE 11/26/2024

SHIP VIA
INSTALL

PO NO.
EMAIL

ORDER DETAILS
(CH) ANGELA DEAN

QTY	ITEM	DESCRIPTION	RATE	AMOUNT
1	KIT	COMPLETE GRAPHICS KIT FOR 2025 CHEVY TAHOE with DOOR WRAPS, INCLUDING INSTALLATION	965.00	965.00

To approve this estimate, please email Courtney Harty at courtney@gdigraphics.com

SUBTOTAL
TAX
TOTAL

965.00
0.00
\$965.00

Accepted By

Accepted Date

Please send all payments and correspondence to:
7941 SW Jack James Drive
Stuart, FL 34997
We appreciate you and your business!!



Estimate

561.337.4755
AceCustomSigns.com
Instagram #acecustomsigns
 1300 Old Dixie Hwy, Suite 103
 Lake Park, FL 33403

Name/Address
Jupiter Police Department
Fleet Services
Angela
561-741-2436

Date	Estimate No.
11/22/24	4616

Item	Description	Quantity	Cost	Total	Tax
SIGNS	Wrap 4 doors in white vinyl and produce and install graphic in reflective vinyl on all 3 sides and white vinyl roof number - 2025 Chevy tahoe abd 2025 Ford Explorer	2	1,550.00	3,100.00	
	Price does not include recreating logos and artwork. These are to be provided by customer				
	Sales Tax		7.00%	0.00	
			0.00	0.00	
			Total	\$3,100.00	



VEHICLE WRAPS

"IMAGE IS EVERYTHING"

561.775.3278

Kauff's Digital
3587 Northlake Blvd.
Palm Beach Gardens, FL 33403 - 1625

Estimate

Date	Salesperson	Invoice #	P.O. Number
11/25/2024	JPM	3089	

Contact Ph #	Ordered By	Co. Phone
561.741.24...	Angela Dean	

Kennedy Kauff

Justin Mesteller

Phillip Jarrett

Billing Address

Jupiter Police Department

Shipping Address \ Install Location

Qty	Item	Description	Price Per	Amount
2	Digital Vehicle Wrap	Partial wrap white 3M 2080 and printed reflective overlay lettering according to supplied layout for two fleet vehicles: 2025 Chevy Tahoe 2025 Ford Explorer	1,650.00	3,300.00

Kauff's - "Image is Everything"

Subtotal \$3,300.00

Sales Tax (7%) \$0.00

Total \$3,300.00

Phone

561-775-3278

Web Site

www.kauffs.com

Angela Dean

From: All Florida Tinting Co. <allfloridatinting@gmail.com>
Sent: Tuesday, November 19, 2024 4:19 PM
To: Angela Dean
Subject: Re: tint quote

Good afternoon Angela,

Happy Tuesday to you! Hope all is well! Below is the pricing you requested. Please contact me with any questions. We appreciate the opportunity!

2025 Chevy Tahoe:

\$150.00 - 2 Front Windows

\$115.00 - Front Strip

\$265.00 - Total

Thank you,

Jennifer

All Florida Tinting, Co

561-327-8468

On Nov 19, 2024, at 4:02 PM, Angela Dean <1160@jupiter.fl.us> wrote:

Hello Jennifer,

Happy Tuesday.

Summary Cost Sheet: 2025 Police Department Vehicle Purchases

2025 Ford Police Interceptor: Road Patrol, Supervisor, Marked

Item Description	Cost per Vehicle	Quantity	Extended Cost	Purchasing Policy
2025 Ford Police Interceptor K8A Utility	\$ 44,232.35	2	\$ 88,464.70	FSA Contract FSA24-VEL32.0
Shyft Group Upfit Services dba Strobes-R-Us: (Light Package, Equipt, etc.): Road Patrol Supervisor Vehicle, No Cage	\$ 12,698.69	2	\$ 25,397.38	Contract between TOJ and Shyft based upon BSO 23004AP
Communications International: Radio Removal/Reinstall	\$ 893.82	2	\$ 1,787.64	Washington County School Board, Contract 22-150
Graphic Design Int'l: Graphics	\$ 965.00	2	\$ 1,930.00	3 Quotes
All Florida Tinting: Window Tint	\$ 265.00	2	\$ 530.00	N/A
Stop Stick Ltd: Tire Deflation Devices inc Shipping	\$ 598.44	9	\$ 5,386.00	N/A
Registration and Title, Confidential Tag	\$ 130.00	2	\$ 260.00	N/A
TOTAL			\$ 123,755.72	



Jupiter Police Dept

Specification #	205
Unit Description	K8A

Prepared for:

Prepared by:

11/25/2024

Jupiter Police Dept

Attn: Angela Dean

1160@jupiter.fl.us

561-741-2436

Garber Ford

Dan Drake

(904) 264-2442 ext.2332 FAX: (904) 284-0054

3380 Hwy 17 Green Cove Springs, FL 32043

ddrake@garberautomall.com



Florida Sheriffs
Association

Prices are published by the Florida Sheriffs Association (www.flsheriffs.org)
Purchasing contract number is FSA24-VEL32.0 Pursuit Administrative & Other Vehicles,
expiring September 30th, 2025. If you have any questions regarding this quote please
call!

Base Price South

K8A

2025 Ford Police Interceptor K8A Utility

\$43,959.00

Codes	Optional Equipment	Unit Price	OEM Discount 2.00%	Net Price
500A	Order Code 500A	Included		\$0.00
99B	Engine: 3.3L V6 Direct-Injection	Included		\$0.00
44U	Transmission: 10-Speed Automatic (44U)	Included		\$0.00
UM	Agate Black	Included		\$0.00
9W	Charcoal Black, Unique HD Cloth Front Bucket Seats w/Vinyl Rear	Included		\$0.00
52P	Hidden Door-Lock Plunger	160.00	(3.20)	\$156.80
68G	Rear-Door Controls Inoperable	Included		\$0.00
153	Front License Plate Bracket	Included		\$0.00
WIRING	Grille Wiring	Included		\$0.00
SENSE	Reverse Sensing	Included		\$0.00
DEL	Delivery	Included		\$0.00
YTAG	Yellow City Tag	116.55		\$116.55
	*****QTY Requested of 9*****			

TOTAL PURCHASE AMOUNT PER VEHICLE

\$ 44,232.35



STROBES-R-US

POMPANO BEACH LOCATION
2681 HAMMONDVILLE RD POMPANO BEACH, FL 33069

JUPITER LOCATION
15335 PARK OF COMMERCE BLVD JUPITER, FL 33478

TENNESSEE LOCATION
933 CARTHAGE HWY LEBANON, TN 37087

Official Estimate

Date	Estimate #
11/21/2024	52732

Bill To:
JUPITER POLICE DEPARTMENT ATTN: Angela M. Dean 196 MILITARY TRAIL JUPITER, FL 33458-5788

Ship To:
JUPITER POLICE DEPARTMENT ATTN: ANGELA DEAN 196 MILITARY TRAIL JUPITER, FL 33458-5788

Reference	2025 PIU SUPERVISOR NO CAGE X2			
Product	Description	Qty	Cust. Price	Total
	**THIS QUOTE IS BSO CONTRACT # 23004AP **THIS QUOTE IS FOR (2) 2025 FORD PI UTILITY SUPERVISOR VEHICLE (NO PRISONER CAGE, REAR SEAT OR WINDOW BARS) 2025 VERISON OF THIS VEHICLE WILL HAVE SOME OEM DESIGN CHANGES, WE WILL UPDATE TO THE 2025 VERISON ONCE THESE ARE KNOWN **WORK WILL BE DONE AT STROBES R US JUPITER FACILITY AND IT WILL BE CUSTOMER'S RESPONSIBILITY FOR DROP-OFF AND PICK-UP OF VEHICLES **THIS QUOTE WAS UPDATED AND MODIFIED ON 10/25/24 TO CURRENT PRICE, DATE AND QUATITY CHANGED TO (2) **THIS QUOTE WAS UPDATED ON 11/12/24 TO CURRENT DATE AND PRICES **THIS QUOTE WAS UPDATED 11/14/24, CHAGED GUN LOCK TO SELF SUPPORTED PART NUMBER **THIS QUOTE WAS UPDATED ON 11/21/24 TO CURRENT DAT AND PRICES **THIS QUOTE IS GOOD FOR 30 DAYS **			
183-0008-80	Circuit breaker, 80 amp thermal with manual reset, surface mount D&R LIST \$ 65.00 EACH 25% OFF	2	52.00	104.00
GB2-STT-RB	55" CUSTOM DUO LEGACY BAR. FRONT IS 1/2 RED 1/2 BLUE WITH OVERRIDE TO WHITE SCENE. REAR IS 1/2 RED 1/2 BLUE WITH OVERRIDE TO AMBER ARROW. 2 CUSTOM PODS IN THE REAR ARE TRIO RED FOR STOP LIGHT WHELEN LIST \$ 4849.00 EACH PACKAGE	2	2,812.42	5,624.84
STPKT*	WHELEN LIGHTBAR STRAP KIT WITH BOLTS INCLUDED IN PACKAGE	2	0.00	0.00
CCSRN5	CARBIDE APM CONTROL MODULE WITH CANPORT OBDII INTERFACE INCLUDED IN PACKAGE	2	0.00	0.00

All Issued Quotes Are Valid For 30 Days			
			Sales Tax (7.00%) \$0.00
Phone #	Fax #	E-mail	Web Site
954-946-9955	954-946-9677	SALES@SRUS.COM	WWW.STROBES-R-US.COM



STROBES-R-US

POMPANO BEACH LOCATION
2681 HAMMONDVILLE RD POMPANO BEACH, FL 33069

JUPITER LOCATION
15335 PARK OF COMMERCE BLVD JUPITER, FL 33478

TENNESSEE LOCATION
933 CARTHAGE HWY LEBANON, TN 37087

Official Estimate

Date	Estimate #
11/21/2024	52732

Bill To:
JUPITER POLICE DEPARTMENT ATTN: Angela M. Dean 196 MILITARY TRAIL JUPITER, FL 33458-5788

Ship To:
JUPITER POLICE DEPARTMENT ATTN: ANGELA DEAN 196 MILITARY TRAIL JUPITER, FL 33458-5788

Reference	2025 PIU SUPERVISOR NO CAGE X2			
Product	Description	Qty	Cust. Price	Total
CANCTL7	CANTROL (CENCOM TYPE) CONTROL HEAD WITH 21 BUTTONS AND ONE SLIDE SWITCH AND ONE MIC. NO CHARGE WHEN PURCHASED WITH CANTROL INCLUDED IN PACKAGE	2	0.00	0.00
CC5K4	2020 INTERCEPTOR UTILITY WITHOUT THE NEED TO ORDER A FACTORY OBD SPLITTER OPTION INSTALL KIT FOR CCSRN5 INCLUDED IN PACKAGE	2	0.00	0.00
SA315P	SA315P SPEAKER, BLACK PLASTIC INCLUDED IN PACKAGE	4	0.00	0.00
SAK75D	2025 Ford Police Interceptor Utility, Driver Side Grille INCLUDED IN PACKAGE	2	0.00	0.00
SAK75P	2025 Ford Police Interceptor Utility, Passenger Side Grille INCLUDED IN PACKAGE	2	0.00	0.00
CCSRN4DA	WC EXTERNAL AMPLIFIER INCLUDED IN PACKAGE	2	0.00	0.00
I2D	DUO LINEAR ION RED/WHITE BLK WHELEN LIST \$ 201.00 EACH 45% OFF	4	116.58	466.32
I2E	DUO LINEAR ION BLUE/WHITE BLK WHELEN LIST \$ 201.00 EACH 45% OFF	4	116.58	466.32
SRUS12D-RB-W	DUO 12 DIODE SURFACE MOUNT LIGHT HEAD (12-24VDC) RED/BLUE WITH WHITE OVERRIDE 36" CABLE SIGNAL VEHICLE LIST \$ 155.00 EACH	4	93.00	372.00
36-2125	2020 Push Bumper Elite, Interceptor Utility 2020+, Ford WESTIN LIST \$ 725.03 EACH 25% off	2	543.77	1,087.54
36-6005W4	Elite 23.5" 4 Light Channel, Push Bumper Light Channel 23.5 inch Whelen, 4 Hole, All WESTIN LIST \$ 63.00 EACH	2	47.25	94.50
36-2125PB	PIT BAR ADDON FOR WESTIN ELITE PUSH BUMPER FOR 2020 FORD UTILITY INTERCEPTOR SUV WESTIN LIST \$ 708.40 EACH	2	531.30	1,062.60
VTX9J	NEW MULTI FUNCTION VERTEX SUPER-LED SPLIT RED AND BLUE WHELEN LIST \$ 147.00 EACH	4	85.26	341.04

All Issued Quotes Are Valid For 30 Days

Sales Tax (7.00%) \$0.00

Phone #	Fax #	E-mail	Web Site
954-946-9955	954-946-9677	SALES@SRUS.COM	WWW.STROBES-R-US.COM



STROBES-R-US

POMPANO BEACH LOCATION
2681 HAMMONDVILLE RD POMPANO BEACH, FL 33069

JUPITER LOCATION
15335 PARK OF COMMERCE BLVD JUPITER, FL 33478

TENNESSEE LOCATION
933 CARTHAGE HWY LEBANON, TN 37087

Official Estimate

Date	Estimate #
11/21/2024	52732

Bill To:
JUPITER POLICE DEPARTMENT ATTN: Angela M. Dean 196 MILITARY TRAIL JUPITER, FL 33458-5788

Ship To:
JUPITER POLICE DEPARTMENT ATTN: ANGELA DEAN 196 MILITARY TRAIL JUPITER, FL 33458-5788

Reference	2025 PIU SUPERVISOR NO CAGE X2			
Product	Description	Qty	Cust. Price	Total
M84434RW-A	6.50" 24 LED Red/White Dome Light maxxima	2	67.92	135.84
SRUS-ERUN-RBW	MAXXIMA LIST \$ 79.90 EACH 60 INCH ELITE RUNNER LIGHT, TRIPLE COLOR CAN BE PROGRAMMED FOR R/B-W, OR R/W-W, OR B/W-W ALL HAVE WHITE OVERRIDE	4	369.00	1,476.00
HERO-A	SRUS LIST \$ 614.83 EACH HIDEAWAY LED W/AMBER INDICATOR LEDS/ R,B,A,W Warning LEDS (*Must use vehicle adaptor bezel for proper installation)	4	128.40	513.60
HERO-ADAPTER5	HELLA LIST \$ 214.00 EACH HIDEAWAY LED ADAPTER FOR: 2020 INTRCEPTOR UTILITY REVERSE, 2019 F-150 REAR 3 CHAMBER STT	4	11.40	45.60
COMMANDERPLUS6-3R 3B	HELLA LIST \$ 19.00 EACH 6 POD COMMANDER PLUS WARNING AND DIRECTIONAL STICK WITH 3 RED AND 3 BLUE PODS	2	323.40	646.80
SRUS-L-3	SIGNAL VEHICLE LIST \$ 539.00 EACH "L" BRACKET FOR ARROW STICK 3"	4	11.75	47.00
TLIJ	SRUS LIST \$ 19.58 EACH ION T-SERIES LINEAR SPLIT R/B	4	97.44	389.76
TIONBKT2	WHELEN LIST \$ 168.00 EACH ION T-SERIES HORIZNTAL LICENSE PLATE BKT	2	28.42	56.84
C-VS-1012-INUT-2	WHELEN LIST \$ 49.00 EACH *COMES WITH REAR AC BRACKET AS STANDARD** VEHICLE SPECIFIC 22" ANGLED CONSOLE FOR 2020-2025 FORD INTERCEPTOR UTILITY	2	422.50	845.00
C-PM-134-PC	IF YOU NEED EMPTY BRACKET INSTEAD OF HVAC ORDER CM014248-1 HAVIS LIST \$ 650.00 EACH 35% OFF	2	228.80	457.60
C-EB40-CCS-1P	BROTHER POCKETJET 8 PRINTER MOUNT FOR FORD INTERCEPTOR UTILITY HAVIS LIST \$ 352.00 EACH HAVIS FACE PLATE FOR WHELEN CENCOM 4"	2	0.00	0.00
	INCLUDED WITH CONSOLE			

All Issued Quotes Are Valid For 30 Days

Sales Tax (7.00%) \$0.00

Phone #	Fax #	E-mail	Web Site
954-946-9955	954-946-9677	SALES@SRUS.COM	WWW.STROBES-R-US.COM



STROBES-R-US

POMPANO BEACH LOCATION
2681 HAMMONDVILLE RD POMPANO BEACH, FL 33069

JUPITER LOCATION
15335 PARK OF COMMERCE BLVD JUPITER, FL 33478

TENNESSEE LOCATION
933 CARTHAGE HWY LEBANON, TN 37087

Official Estimate

Date	Estimate #
11/21/2024	52732

Bill To:
JUPITER POLICE DEPARTMENT ATTN: Angela M. Dean 196 MILITARY TRAIL JUPITER, FL 33458-5788

Ship To:
JUPITER POLICE DEPARTMENT ATTN: ANGELA DEAN 196 MILITARY TRAIL JUPITER, FL 33458-5788

Reference	2025 PIU SUPERVISOR NO CAGE X2			
Product	Description	Qty	Cust. Price	Total
C-EB30-CH7-1P	Equipment mounting bracket 3" Fits: M/A-COM CH-721 M/A-COM M-5300 Unity XG-100M with CH-107 control INCLUDED WITH CONSOLE	2	0.00	0.00
CUP2-1001	4" Self-Adjusting Double Cup Holder. Occupies 4" of equip bracket space with a depth of 3" HAVIS LIST \$ 67.00 EACH	2	43.55	87.10
*	HAVIS FILLER PLATES TO ENCLOSE CONSOLE INCLUDED WITH CONSOLE	2	0.00	0.00
C-MD-112	Tilt/swivel slide motion adapter 35% OFF HAVIS LIST \$ 367.00 EACH	2	238.55	477.10
C-HDM-214	8.5" Heavy Duty Telescoping Pole, side mount HAVIS LIST \$ 184.00 EACH	2	119.60	239.20
UT-1006	Universal Rugged Cradle for approximately 11"-14" Computing Devices. This kit includes BOTH tall and short fingers in order to be compatible with all laptop sizes HAVIS LIST \$ 372.77 EACH	2	242.30	484.60
PA1580-1745	The Lind PA1580-1745 DC/DC Power Adapter is designed to power your Panasonic-compatible Toughbook and to charge its internal battery from an 11-16 VDC power source. The adapter supplies current and voltage levels as required by the Toughbook. - 11-16 V LIND LIST \$ 160.00 EACH	2	152.00	304.00
DS-DA-602	Rugged Communications hub HAVIS LIST \$ 246.00 EACH	2	159.90	319.80
USB-16	BELKIN USB 2.0 16' CABLE FOR PRINTER OR MODEM USB B SQUARE END. NOT FOR PENTAX BROTHER PRINTER NON CONTRACT ITEM	2	29.95	59.90
PJ-822	BROTHER PENTEX POCKETJET 8 PRINTER 200 DPI BROTHER LIST \$ 435.00 EACH	2	413.25	826.50
LB3692-003	POWER CABLE FOR BROTHER PENTAX PRINTER NON CONTRACT ITEM	2	31.00	62.00
BU-353	GPS ANTENNA WITH USB ROUND BLACK NON CONTRACT ITEM	2	65.00	130.00

All Issued Quotes Are Valid For 30 Days

Sales Tax (7.00%)	\$0.00
--------------------------	---------------

Phone #	Fax #	E-mail	Web Site
954-946-9955	954-946-9677	SALES@SRUS.COM	WWW.STROBES-R-US.COM



STROBES-R-US

POMPANO BEACH LOCATION
2681 HAMMONDVILLE RD POMPANO BEACH, FL 33069

JUPITER LOCATION
15335 PARK OF COMMERCE BLVD JUPITER, FL 33478

TENNESSEE LOCATION
933 CARTHAGE HWY LEBANON, TN 37087

Official Estimate

Date	Estimate #
11/21/2024	52732

Bill To:
JUPITER POLICE DEPARTMENT ATTN: Angela M. Dean 196 MILITARY TRAIL JUPITER, FL 33458-5788

Ship To:
JUPITER POLICE DEPARTMENT ATTN: ANGELA DEAN 196 MILITARY TRAIL JUPITER, FL 33458-5788

Reference	2025 PIU SUPERVISOR NO CAGE X2			
Product	Description	Qty	Cust. Price	Total
B4702UINT20	2020 EXPLORER INTERCEPTOR UTILITY ¼" Poly, Cargo Barrier with Filler Panels (for use w/ side curtain airbags in Police Package only) PRO-GARD LIST \$ 622.00 EACH	2	466.50	933.00
GVM-S	SINGLE WEAPON, SELF SUPPORTING VERTICAL MOUNT ON FLOOR BOARD BETWEEN BUCKET SEATS PRO-GARD LIST \$ 515.00 EACH	2	386.25	772.50
*	PRO-GARD UNIVERSAL HANDCUFF (U-LOCK) UPGRADE TO GVM-S PRO-GARD LIST \$ 100.00 EACH	2	75.00	150.00
CSC47UINT20	2020 EXPLORER INTERCEPTOR UTILITY Steel Cargo Security Cover (for use w/ Pro-gard cargo barrier only) PRO-GARD LIST \$ 647.00 EACH 25% OFF	2	485.25	970.50
MZL-26SRU	30 AMP TIMER FOR INSIDE VEHICLE CONSOLE. FEATURES 6 OUTPUTS TOTAL OF 30 AMPS. TIMER CAN BE SET FROM 15 MIN TO 8 HOURS TO CONTROL DOCKS, PRINTERS, CIG PLUGS, ETC IN CONSOLE SRUS LIST \$ 199.00 EACH	2	119.40	238.80
16518177	STANDARD STROBES-R-US MAIN VEHICLE WIRING HARNESS USED WITH BUMPER LIGHTING HARNESS 16518178 AND SPEAKER HARNESS 16518180 SRUS LIST \$ 264.70 EACH	2	158.82	317.64
16518178	STANDARD STROBES-R-US ADDON HARNESS TO WIRE PUSH BUMPER LIGHTS. 8 CONDUCTOR. USED WITH MAIN HARNESS 16518177 AND SPEAKER HARNESS 16518180 SRUS LIST \$ 39.83 EACH	2	23.90	47.80
16518180	STANDARD STROBES-R-US ADDON HARNESS TO WIRE 2 SPEAKERS. 4 CONDUCTOR. USED WITH MAIN HARNESS 16518177 AND BUMPER HARNESS 16518178 SRUS LIST \$ 23.17 EACH	2	13.90	27.80
SRUSCARGOEXP	.063" 5052 ALUMINUM 48" X 96" BRACKET (15 PARTS PER 1 SHEET) SRUS LIST \$ 19.95 EACH	2	11.97	23.94
INSTALL	CUSTOM INSTALLATION PER HOUR	68	69.00	4,692.00

All Issued Quotes Are Valid For 30 Days

Sales Tax (7.00%) \$0.00

Phone #	Fax #	E-mail	Web Site
954-946-9955	954-946-9677	SALES@SRUS.COM	WWW.STROBES-R-US.COM



STROBES-R-US

POMPANO BEACH LOCATION
2681 HAMMONDVILLE RD POMPANO BEACH, FL 33069

JUPITER LOCATION
15335 PARK OF COMMERCE BLVD JUPITER, FL 33478

TENNESSEE LOCATION
933 CARTHAGE HWY LEBANON, TN 37087

Official Estimate

Date	Estimate #
11/21/2024	52732

Bill To:
JUPITER POLICE DEPARTMENT ATTN: Angela M. Dean 196 MILITARY TRAIL JUPITER, FL 33458-5788

Ship To:
JUPITER POLICE DEPARTMENT ATTN: ANGELA DEAN 196 MILITARY TRAIL JUPITER, FL 33458-5788

Reference	2025 PIU SUPERVISOR NO CAGE X2			
Product	Description	Qty	Cust. Price	Total
	**IF CUSTOMER PROVIDED RADIO SEPARATION CABLE, RUN FROM CONSOLE TO LOCATION OF THE BRICK (TO BE DETERMINED) PREPARE AND RUN WIRE HARNESSSES, 16518177, 16518178, 16518180 PROGRAM SIREN *ACTIVATE HEADLIGHT FLASHER FLASHER* 1 X BREAKER (183-0008) 1 X 55" CUSTOM DUO LEGACY BAR. FRONT IS 1/2 RED 1/2 BLUE WITH OVERRIDE TO WHITE SCENE. REAR IS 1/2 RED 1/2 BLUE WITH OVERRIDE TO AMBER ARROW. 2 CUSTOM PODS IN THE REAR ARE TRIO RED FOR STOP LIGHT AND STRAP KIT (GB2-STT-RB, STPKT*) 1 X CARBIDE SYSTEM MODULE WITH CHARGER ODB KIT (CCSRN5, CC5K4) 1 X CARBIDE CONTROL HEAD (CANCTL7) 1 X DUAL SIREN MODULE (CCSRN4DA) 2 X SPEAKERS WITH BRACKETS INSIDE GRILL *DO NOT MOUNT ON PUSH BUMPER* (SA315P, SAK66D, SAK66P) 1 X PUSH BUMPER WITH PIT BAR (36-2125,36-2125PB, AND UPPER LIGHT CHANEL 36-6005W4) 2 X I2D RED-WHT DUO IN DRIVER SIDE LIGHT CHANNEL CUTOUTS, WIRE FOR WARNING AND WHITE OVERRIDE 2 X I2E BLU-WHT DUO IN DRIVER SIDE LIGHT CHANNEL CUTOUTS, WIRE FOR WARNING AND WHITE OVERRIDE 2 X SRUS12D-RBW MOUNT ON SIDE OF PUSH BUMPER WIRE FOR WARNING AND WHITE OVERRIDE 2 X VTX609J IN FRONT HEADLIGHT OEM CUTOUT 2 X RUNNERS ON SIDE RUNNING BOARDS, FLASH RED/BLUE WITH WHITE OVERRIDE 2 X HERO-A IN OEM REAR TURN, WARING TO BE RED/BLUE 1 X COMMANDERPLUS 6-POD LED R/R/B/B/B, WIRE FOR			
All Issued Quotes Are Valid For 30 Days				
		Sales Tax (7.00%)		\$0.00
Phone #	Fax #	E-mail	Web Site	
954-946-9955	954-946-9677	SALES@SRUS.COM	WWW.STROBES-R-US.COM	



STROBES-R-US

POMPANO BEACH LOCATION
2681 HAMMONDVILLE RD POMPANO BEACH, FL 33069

JUPITER LOCATION
15335 PARK OF COMMERCE BLVD JUPITER, FL 33478

TENNESSEE LOCATION
933 CARTHAGE HWY LEBANON, TN 37087

Official Estimate

Date	Estimate #
11/21/2024	52732

Bill To:
JUPITER POLICE DEPARTMENT ATTN: Angela M. Dean 196 MILITARY TRAIL JUPITER, FL 33458-5788

Ship To:
JUPITER POLICE DEPARTMENT ATTN: ANGELA DEAN 196 MILITARY TRAIL JUPITER, FL 33458-5788

Reference	2025 PIU SUPERVISOR NO CAGE X2			
Product	Description	Qty	Cust. Price	Total
INSTALL	WARNING AND TA 2 X R/B LED'S ON SIDE OF TAG WITH BRACKET (TLIJ, TIONBKT2) 1 X M84434RW-A DOME LIGHT FRONT COMPARTMENT IN-BETWEEN DRIVER AND PASS 1 X CONSOLE C-VS-1012-INUT-2 1 X PM-134C PRINTER MOUNT FOR CONSOLE 1 X PRINTER WITH USB CABLE AND POWER (PJ722, LB3603, LB3692-003) 1 X DUAL CUP HOLDER (C-CUP2-I) 1 X ARMREST (C-ARM-103) 1 X FACE PLATES FOR CARBIDE CONTROL AND RADIO (C-EB40-CCS-1P, C-EB30-CH7-1P) 1 X SIDE MOUNT COMPUTER MOUNT AND UNIVERSAL TRAY (C-HDM-214, C-MD-112, UT-1006) 1 X RUGGED COMMUNICATION HUB *RUN HIGHER GAUGE USB CABLE FROM HUB TO COMPUTER* (DS-DA-602) 1 X LIND ADAPTER (PA1580-1745) 1 X GPS PUCK (BU-353) 1 X MZL-26SRU 1 X GVM-S SINGLE SELF SUPPORTED GUN LOCK WITH U-LOCK UPGRADE 1 X B4702UINT20 POLY CARGO BARRIER 1 X CARGO SECURITY COVER (CSC47UINT20) CUSTOM INSTALLATION PER HOUR ***IF CUSTOMER PROVIDED RADIO SEPARATION CABLE, RUN FROM CONSOLE TO LOCATION OF THE BRICK (TO BE DETERMINED)	2	0.00	0.00

All Issued Quotes Are Valid For 30 Days			Subtotal	\$25,397.38
			Sales Tax (7.00%)	\$0.00
			Total	\$25,397.38
Phone #	Fax #	E-mail	Web Site	
954-946-9955	954-946-9677	SALES@SRUS.COM	WWW.STROBES-R-US.COM	



Communications International, Inc.
2150 15th Ave
VERO BEACH, FL 32960

Quotation

Page	1 of 2
Quotation ID	QO0035051
Date	11/27/2024
Expiration date	12/31/2024
Terms	N45
Requested By	Angela Dean
Salesperson	Aaron Mcilrath
Phone	(561) 688-0330
E-mail	amcilrath@ask4ci.com

Bill to

Jupiter Police Department
196 Military Trail
JUPITER, FL 33458

Delivery address

Jupiter Police Department (New)
196 Military Trail
JUPITER, FL 33458

FY 25 Remove & Reinstalls

Pricing: FB 22-150

INFO: Remove, PM (included under MA) & Reinstall mobile radio FY25

POC: Angela Dean 561-741-2436 1160@jupiter.fl.us

Item	Description	Quantity	Price	Line Discount	Net Price	Extended Price
TRAB7603	760-870 Phantom Antenna, Black	1.00	65.49	10%	58.94	58.94
MB8U	MOUNT, 3/4", RG58U, NO CONN	1.00	28.30	10%	25.47	25.47
RFT12022T	TNC Male Crimp Connector for RG-58U	1.00	6.57	10%	5.91	5.91
CA-009562-030	Cable Assembly, CAN,30 FT Straight-Right	1.00	115.00	28%	82.80	82.80
CA-012616-001	Cable,DC Power,CH721 Control Unit	1.00	120.00	28%	86.40	86.40
CA-012365-001	Cable,DC Power,M7200/7300/5300	1.00	100.00	28%	72.00	72.00
KT23117	Radio Mounting Bracket Tray	1.00	65.00	28%	46.80	46.80
CEB30CH71P	Equipment Mounting Bracket,3" space, fits Harris CH-721	1.00	33.00	10%	29.70	29.70
LS102824V10	Speaker,Mobile,4 Ohm,OpenSky	1.00	40.00	28%	28.80	28.80
	Misc Install Materials	1.00	25.00	0%	25.00	25.00
	Labor - Removal \$108/Hr x 1 Hrs ea.	1.00	108.00	0%	108.00	108.00
	Labor - Reinstall - \$108/Hr x 3 Hrs ea.	3.00	108.00	0%	108.00	324.00



Quotation

Page	2 of 2
Quotation ID	QO0035051
Date	11/27/2024
Expiration date	12/31/2024

Pre-tax Total	\$893.82
----------------------	-----------------

Order Acceptance - Please sign below

Signature	_____
Printed name	_____
Date	_____

***This quotation does not include tax
Applicable taxes will be calculated during invoicing***

Not an Invoice – Do Not Pay

By signing this quotation and/or submitting a purchase order pursuant to this quotation you acknowledge that you have read and agree to be bound by Communications International, Inc.'s terms and conditions of sale, service, and technical support. Orders may be subject to shipping & handling charges. All warranties are manufacturer's warranties. Terms and Conditions: www.ask4ci.com/termsandconditions

This proposal does not reflect (include) material/labor cost escalations beyond a standard inflationary rate (SIR) of 6.5%. We reserve the right to recover cost impacts above (SIR).
Equipment will be invoiced upon delivery.

Graphic Designs International LLC
7941 SW Jack James Drive
Stuart, FL 34997
772-287-0000
accounting@gdigraphics.com
www.gdigraphics.com



ESTIMATE

ADDRESS
JUPITER PD (FL)
196 MILITARY TRAIL
JUPITER, FL 33458
ATTN: ACCOUNTS PAYABLE

SHIP TO
INSTALLER

ESTIMATE # ESTIMATE
DATE 11/25/2024

SHIP VIA
INSTALL

PO NO.
EMAIL

ORDER DETAILS
(CH) ANGELA DEAN

QTY	ITEM	DESCRIPTION	RATE	AMOUNT
1	KIT	COMPLETE GRAPHICS KIT FOR A 2025 FORD UTILITY INCLUDING DOOR WRAPS AND INSTALLATION	965.00	965.00

To approve this estimate, please email Courtney Harty at courtney@gdigraphics.com

SUBTOTAL
TAX
TOTAL

965.00
0.00
\$965.00

Accepted By

Accepted Date

Please send all payments and correspondence to:
7941 SW Jack James Drive
Stuart, FL 34997
We appreciate you and your business!!



Estimate

561.337.4755
AceCustomSigns.com
Instagram #acecustomsigns
 1300 Old Dixie Hwy, Suite 103
 Lake Park, FL 33403

Name/Address
Jupiter Police Department
Fleet Services
Angela
561-741-2436

Date	Estimate No.
11/22/24	4616

Item	Description	Quantity	Cost	Total	Tax
SIGNS	Wrap 4 doors in white vinyl and produce and install graphic in reflective vinyl on all 3 sides and white vinyl roof number - 2025 Chevy tahoe abd 2025 Ford Explorer	2	1,550.00	3,100.00	
	Price does not include recreating logos and artwork. These are to be provided by customer				
	Sales Tax		7.00%	0.00	
			0.00	0.00	
			Total	\$3,100.00	



VEHICLE WRAPS

"IMAGE IS EVERYTHING"

561.775.3278

Kauff's Digital
3587 Northlake Blvd.
Palm Beach Gardens, FL 33403 - 1625

Estimate

Date	Salesperson	Invoice #	P.O. Number
11/25/2024	JPM	3089	

Contact Ph #	Ordered By	Co. Phone
561.741.24...	Angela Dean	

Kennedy Kauff

Justin Mesteller

Phillip Jarrett

Billing Address

Jupiter Police Department

Shipping Address \ Install Location

Qty	Item	Description	Price Per	Amount
2	Digital Vehicle Wrap	Partial wrap white 3M 2080 and printed reflective overlay lettering according to supplied layout for two fleet vehicles: 2025 Chevy Tahoe 2025 Ford Explorer	1,650.00	3,300.00

Kauff's - "Image is Everything"

Subtotal \$3,300.00

Sales Tax (7%) \$0.00

Total \$3,300.00

Phone

561-775-3278

Web Site

www.kauffs.com

Angela Dean

From: All Florida Tinting Co. <allfloridatinting@gmail.com>
Sent: Tuesday, November 12, 2024 10:48 AM
To: Angela Dean
Subject: Re: quote

Good Morning Angela,

Hope all is well! Below is the pricing you requested. Please contact me with any questions. We appreciate the opportunity!

2025 Ford Explorers:

\$150.00 - 2 Front Windows

\$115.00 - Front Strip

\$265.00 - Total

Thank you,

Jennifer

All Florida Tinting, Co

561-327-8468

On Tue, Nov 12, 2024 at 10:26 AM Angela Dean <1160@jupiter.fl.us> wrote:

Hello Jennifer,

Since JPD will be having the town council approve on Dec 3rd could you please forward me another email for this quote. The town council does not want any quote older than 30 days.



Quotation

Ship To

Angela Dean
Jupiter Police Department
196 Military Trail
(West Entrance)
Jupiter, FL 33458
United States
561-741-2436
1160@jupiter.fl.us

Bill To

Angela Dean
Jupiter Police Department
Accounts Payable
210 Military Trail
Jupiter, FL 33458
United States
561-741-2436
1160@jupiter.fl.us

Quote Number 2024-33448
Terms Net 30 Days
Date 11/05/2024
Sales Person Cyndi Alley
Valid Until 02/28/2025
Shipping Fedex
Contract Number
Cooperative

#	Qty.	Product	Item Code	Unit Price	Ext. Price
1	9	12' Stop Stick Kit w/Tray-Red-Camo	S3515K	\$ 585.00	\$ 5,265.00

Quotation Totals

Currency: US Dollar
Subtotal: \$ 5,265.00
Shipping Provider: Fedex
Shipping: \$ 121.00
Total: \$ 5,386.00

Quotation Accepted By

Quote Number 2024-33448

P.O. Number

Tax Exempt # 85-8012646436C-5

Print Name _____

Title _____

Signature _____

Date _____

Summary Cost Sheet: 2025 Police Department Vehicle Purchases

2025 Dodge Durango: Admin/CID (Unmarked)

Item Description	Cost per Vehicle	Quantity	Extended Cost	Purchasing Policy
2025 Dodge Durango Pursuit V6 AWD: Gray	\$ 42,499.55	1	\$ 42,499.55	FSA Contract FSA24-VEL32.0
2025 Dodge Durango Pursuit V6 AWD: Black	\$ 42,112.55	1	\$ 42,112.55	FSA Contract FSA24-VEL32.0
Shyft Group Upfit Services dba Strobes-R-Us: (Light Package, Equipt, etc.)	\$ 7,446.16	2	\$ 14,892.32	Contract between TOJ and Shyft based upon BSO 23004AP
Citation Communications <u>Includes:</u> Remove Harris radio system from vehicles being removed from service and install in new vehicles.	\$ 893.82	2	\$ 1,787.64	Washington County School Board, Contract 22-150
Graphics	\$ -	2	\$ -	N/A
Window Tint	\$ 265.00	2	\$ 530.00	N/A
Registration and Title, Confidential Tag	\$ 130.00	2	\$ 260.00	N/A
TOTAL		2	\$ 102,082.06	



Jupiter Police Dept

Specification #	202
Unit Description	WDEE75

Prepared for:

Prepared by:

11/25/2024

Jupiter Police Dept

Attn: Angela Dean

1160@jupiter.fl.us

561-741-2436

Garber Chrysler Dodge Inc.

Dan Drake

(904) 264-2442 ext.2332 FAX: (904) 284-0054

3408 Hwy 17 Green Cove Springs, FL 32043

ddrake@garberautomall.com



**Florida Sheriffs
Association**

Prices are published by the Florida Sheriffs Association (www.flsheriffs.org)
Purchasing contract number is FSA24-VEL32.0 Pursuit Administrative & Other Vehicles,
expiring September 30th, 2025. If you have any questions regarding this quote please
call!

Base Price South

WDEE75

2025 Dodge Durango Pursuit V6 AWD

\$42,196.00

Codes	Optional Equipment	Unit Price	OEM Discount 2.00%	Net Price
2BZ	Quick Order Package 2BZ	Included		\$0.00
ERC	Engine: 3.6L V6 24V VVT UPG I w/ESS (STD)	Included		\$0.00
DFT	Transmission: 8-Speed Automatic (850RE) (STD)	Included		\$0.00
PAS	Vapor Gray	395.00	(8.00)	\$387.00
C5X9	Black, Cloth Bucket Seats w/Shift Insert -inc: cloth rear seat	Included		\$0.00
(LNF)	***DELETE LH SPOT LAMP CREDIT***	(200.00)		(\$200.00)
DEL	Delivery	Included		\$0.00
YTAG	Yellow City Tag	116.55		\$116.55

TOTAL PURCHASE AMOUNT PER VEHICLE

\$ 42,499.55



Jupiter Police Dept

Specification #	202
Unit Description	WDEE75

Prepared for:

Prepared by:

11/25/2024

Jupiter Police Dept

Attn: Angela Dean

1160@jupiter.fl.us

561-741-2436

Garber Chrysler Dodge Inc.

Dan Drake

(904) 264-2442 ext.2332 FAX: (904) 284-0054

3408 Hwy 17 Green Cove Springs, FL 32043

ddrake@garberautomall.com



**Florida Sheriffs
Association**

Prices are published by the Florida Sheriffs Association (www.flsheriffs.org)
Purchasing contract number is FSA24-VEL32.0 Pursuit Administrative & Other Vehicles,
expiring September 30th, 2025. If you have any questions regarding this quote please
call!

Base Price South

WDEE75

2025 Dodge Durango Pursuit V6 AWD

\$42,196.00

Codes	Optional Equipment	Unit Price	OEM Discount 2.00%	Net Price
2BZ	Quick Order Package 2BZ	Included		\$0.00
ERC	Engine: 3.6L V6 24V VVT UPG I w/ESS (STD)	Included		\$0.00
DFT	Transmission: 8-Speed Automatic (850RE) (STD)	Included		\$0.00
PXJ	DB Black Clearcoat	Included		\$0.00
C5X9	Black, Cloth Bucket Seats w/Shift Insert -inc: cloth rear seat	Included		\$0.00
(LNF)	***DELETE LH SPOT LAMP CREDIT***	(200.00)		(\$200.00)
DEL	Delivery	Included		\$0.00
YTAG	Yellow City Tag	116.55		\$116.55

TOTAL PURCHASE AMOUNT PER VEHICLE

\$ 42,112.55



STROBES-R-US

POMPANO BEACH LOCATION
2681 HAMMONDVILLE RD POMPANO BEACH, FL 33069

JUPITER LOCATION
15335 PARK OF COMMERCE BLVD JUPITER, FL 33478

TENNESSEE LOCATION
933 CARTHAGE HWY LEBANON, TN 37087

Official Estimate

Date	Estimate #
11/21/2024	47918

Bill To:
JUPITER POLICE DEPARTMENT ATTN: Angela M. Dean 196 MILITARY TRAIL JUPITER, FL 33458-5788

Ship To:
JUPITER POLICE DEPARTMENT ATTN: Angela Dean 210 MILITARY TRAIL JUPITER, FL 33458

Reference	2025 DURANGO ADMIN X 2			
Product	Description	Qty	Cust. Price	Total
	**PRICE QUOTE IS PER BSO CONTRACT # 23004AP **THIS QUOTE IS FOR (2) 2025 DURANGO WITH ADMIN PACKAGE. NO LAPTOP, NO CAGE, NO RADIO, BUT WE ARE TO RUN POWER AND GROUND TO GLOVE BOX FOR RADIO INSTALL AT LATER DATE NO RADIO, BUT WE ARE TO RUN POWER AND GROUND TO GLOVE BOX FOR RADIO INSTALL AT LATER DATE **WORK WILL BE DONE AT STROBES R US JUPITER FACILITY, IT WILL BE CUSTOMER'S RESPONSIBILITY FOR DROP OFF AND PICKUP OF VEHICLE **THIS QUOTE WAS UPDATED TO CURRENT PRICES AND DATE ON 10/23/24 AND QUANTITY CHANGED TO (2) **THIS QUOTE WAS UPDATED ON 11/12/24 TO CURRENT DATE AND PRICES **THIS QUOTE WAS UPDATED ON 11/21/24 TO CURRENT DATE AND PRICES **THIS QUOTE IS GOOD FOR 30 DAYS **			
183-0008-80	Circuit breaker, 50 amp thermal with manual reset, surface mount D&R LIST \$ 65.00 EACH	2	52.00	104.00
IX44UFZ-RB	INNER EDGE XLP 10LT DURANGO FULL FRONT UPPER INNER EDGE WITH TAKEDOWNS EMERGENCY LIGHTS FLASH DRIVER RED PASS BLUE WHELEN LIST \$ 1295.00 each	2	751.10	1,502.20
HHS4200	WHELEN HAND-HELD SIREN SYSTEM. SAME AS HHS3200, BUT WITH WeCan Port that Supports the Inner Edge FST, XLP and RST Series, WeCan Lightbars, and a WeCan External Amplifier (Not for Use with the CANEM16 Expansion Module) WHELEN LIST \$ 856.00 EACH	2	496.48	992.96
SA315P	SA315P SPEAKER, BLACK PLASTIC WHELEN LIST \$ 340.00 EACH	2	197.20	394.40
SAK54CM	DUAL SA-315 MT KIT 13+ DURANGO INCLUDED WITH SA315P	2	0.00	0.00
All Issued Quotes Are Valid For 30 Days				
		Sales Tax (7.00%)		\$0.00
Phone #	Fax #	E-mail	Web Site	
954-946-9955	954-946-9677	SALES@SRUS.COM	WWW.STROBES-R-US.COM	



STROBES-R-US

POMPANO BEACH LOCATION
2681 HAMMONDVILLE RD POMPANO BEACH, FL 33069

JUPITER LOCATION
15335 PARK OF COMMERCE BLVD JUPITER, FL 33478

TENNESSEE LOCATION
933 CARTHAGE HWY LEBANON, TN 37087

Official Estimate

Date	Estimate #
11/21/2024	47918

Bill To:
JUPITER POLICE DEPARTMENT ATTN: Angela M. Dean 196 MILITARY TRAIL JUPITER, FL 33458-5788

Ship To:
JUPITER POLICE DEPARTMENT ATTN: Angela Dean 210 MILITARY TRAIL JUPITER, FL 33458

Reference	2025 DURANGO ADMIN X 2			
Product	Description	Qty	Cust. Price	Total
SRUS-ERUN-RBW	60 INCH ELITE RUNNER LIGHT, TRIPLE COLOR CAN BE PROGRAMMED FOR R/B-W, OR R/W-W, OR B/W-W ALL HAVE WHITE OVERRIDE SRUS LIST \$ 615.00 ECAH	4	369.00	1,476.00
IONJ	ION LIGHT RED/BLUE UNDER LIP OF TAG WHELEN LIST \$ 174.00 EACH	4	100.92	403.68
COMMANDERPLUS6-3R3B	6 POD COMMANDER PLUS WARNING AND DIRECTIONAL STICK WITH 3 RED AND 3 BLUE PODS (ONE IN GRILL SMOKED ONE IN BACK WINDOW) SIGNAL VEHICLE LIST \$ 539.00 EACH	4	323.40	1,293.60
SRUS-L-3	"L" BRACKET FOR ARROW STICK 3" SRUS LIST \$ 19.50 EACH	4	11.70	46.80
PSJ02FCR	DUO Red/Blue, Clear Lens 12" SLIM-LITE LED SURFACE MOUNT WHELEN LIST \$ 213.00 EACH	4	123.54	494.16
PSBKT90	SINGLE 90 DEG MT KIT FOR STRIP LT LIGHTHEAD WHELEN LIST \$ 31.00 EACH	4	17.98	71.92
VTX609J	VERTEX SUPER-LED SPLIT RED/BLU WHELEN LIST \$ 124.00 EACH	8	71.92	575.36
ULB9LDC-RBWW	STAR 9" MINI PHANTOM LED LIGHT (RED/BLU/WHT/WHT) SIGNAL VEHICLE LIST \$ 229.17 EACH	2	137.50	275.00
M844282-A	Cargo Light Type 3 with Illuminated high/low power switch NON CONTRACT ITEM	2	93.42	186.84
EZ-UP-DURANGO-CURRENT	2019- 2021 DURANGO E/Z UP FLOATING VAULT/LOCKBOX WITH BLACK POWDER COAT AND 4" VAULT BASKET, 41"W X 24"D X 8"H AMERICAN ALUMINUM LIST \$ 1853.00 EACH	2	1,667.70	3,335.40
Shipping	UPS SHIPPING FOR AMERICAN ALUMINUM REAR VAULT ONLY	2	145.00	290.00
INSTALL	CUSTOM INSTALLATION PER HOUR	50	69.00	3,450.00

All Issued Quotes Are Valid For 30 Days

Sales Tax (7.00%) \$0.00

Phone #	Fax #	E-mail	Web Site
954-946-9955	954-946-9677	SALES@SRUS.COM	WWW.STROBES-R-US.COM



STROBES-R-US

POMPANO BEACH LOCATION
2681 HAMMONDVILLE RD POMPANO BEACH, FL 33069

JUPITER LOCATION
15335 PARK OF COMMERCE BLVD JUPITER, FL 33478

TENNESSEE LOCATION
933 CARTHAGE HWY LEBANON, TN 37087

Official Estimate

Date	Estimate #
11/21/2024	47918

Bill To:
JUPITER POLICE DEPARTMENT ATTN: Angela M. Dean 196 MILITARY TRAIL JUPITER, FL 33458-5788

Ship To:
JUPITER POLICE DEPARTMENT ATTN: Angela Dean 210 MILITARY TRAIL JUPITER, FL 33458

Reference	2025 DURANGO ADMIN X 2			
Product	Description	Qty	Cust. Price	Total
INSTALL	PREPARE AND RUN WIRE HARNESSSES PROGRAM SIREN SYSTEM HORN TRANSFER RUN POWER AND GROUND FOR RADIO TO BE ADDED LATER BY CUSTOMER, RUN WIRES TO GLOVE BOX 1 X BREAKER (183-0008) 1 X INNER EDGE FRONT HIDDEN LIGHT BAR R/B FOR DURANGO (IX44UFZ-RB) 1 X HANDHELD SIREN WITH SPEAKER (SA315P, SAK) 2 X 60" RUNNERS R/B FOR UNDERCARRIAGE BOTH SIDES OF VEHICLE (SRUS-ERUN-RBW) WIRE FOR WARNING AND WHITE OVERRIDE 2 X HIDDEN LED'S IN FRONT LIGHT ASSEMBLY (VTX609J) 2 X HIDDEN LED'S IN REAR LIGHT ASSEMBLY (VTX609J) 1 X R/B LED LOWER FRONT CENTER OF FRONT DASH (ULB9LDC-RB), WIRE FOR WARNING AND WHITE OVERRIDE 2 X DUO R/B STRIP LIGTH IN REAR SIDE CARGO WINDOWS (PSJ02FCR) WITH 90 DEGREE MOUNT BRACKET 2 X LED'S R/B ABOVE TAG UNDER BLACK LEDGE OF BACK DOOR. **SMOKE** (IONJ) 1 X 6-POD REAR STICK R/R/R/B/B/B WITH WARNING AND ARROWS (COM+6) 1 X M844282-A UNDER REAR COMMANDER SO IT WILL ILLUMINATE THE REAR CARGO AREA 1 X AMERICAN ALUMINUM UP-VAULT REAR CARGO AREA CUSTOM INSTALLATION PER HOUR NO RADIO, BUT WE ARE TO RUN POWER AND GROUND TO GLOVE BOX FOR RADIO INSTALL AT LATER DATE	2	0.00	0.00

All Issued Quotes Are Valid For 30 Days			Subtotal	\$14,892.32
			Sales Tax (7.00%)	\$0.00
			Total	\$14,892.32
Phone #	Fax #	E-mail	Web Site	
954-946-9955	954-946-9677	SALES@SRUS.COM	WWW.STROBES-R-US.COM	



Communications International, Inc.
2150 15th Ave
VERO BEACH, FL 32960

Quotation

Page	1 of 2
Quotation ID	QO0035051
Date	11/27/2024
Expiration date	12/31/2024
Terms	N45
Requested By	Angela Dean
Salesperson	Aaron Mcilrath
Phone	(561) 688-0330
E-mail	amcilrath@ask4ci.com

Bill to

Jupiter Police Department
196 Military Trail
JUPITER, FL 33458

Delivery address

Jupiter Police Department (New)
196 Military Trail
JUPITER, FL 33458

FY 25 Remove & Reinstalls

Pricing: FB 22-150

INFO: Remove, PM (included under MA) & Reinstall mobile radio FY25

POC: Angela Dean 561-741-2436 1160@jupiter.fl.us

Item	Description	Quantity	Price	Line Discount	Net Price	Extended Price
TRAB7603	760-870 Phantom Antenna, Black	1.00	65.49	10%	58.94	58.94
MB8U	MOUNT, 3/4", RG58U, NO CONN	1.00	28.30	10%	25.47	25.47
RFT12022T	TNC Male Crimp Connector for RG-58U	1.00	6.57	10%	5.91	5.91
CA-009562-030	Cable Assembly, CAN,30 FT Straight-Right	1.00	115.00	28%	82.80	82.80
CA-012616-001	Cable,DC Power,CH721 Control Unit	1.00	120.00	28%	86.40	86.40
CA-012365-001	Cable,DC Power,M7200/7300/5300	1.00	100.00	28%	72.00	72.00
KT23117	Radio Mounting Bracket Tray	1.00	65.00	28%	46.80	46.80
CEB30CH71P	Equipment Mounting Bracket,3" space, fits Harris CH-721	1.00	33.00	10%	29.70	29.70
LS102824V10	Speaker,Mobile,4 Ohm,OpenSky	1.00	40.00	28%	28.80	28.80
	Misc Install Materials	1.00	25.00	0%	25.00	25.00
	Labor - Removal \$108/Hr x 1 Hrs ea.	1.00	108.00	0%	108.00	108.00
	Labor - Reinstall - \$108/Hr x 3 Hrs ea.	3.00	108.00	0%	108.00	324.00



Quotation

Page	2 of 2
Quotation ID	QO0035051
Date	11/27/2024
Expiration date	12/31/2024

Pre-tax Total	\$893.82
----------------------	-----------------

Order Acceptance - Please sign below

Signature	_____
Printed name	_____
Date	_____

***This quotation does not include tax
Applicable taxes will be calculated during invoicing***

Not an Invoice – Do Not Pay

By signing this quotation and/or submitting a purchase order pursuant to this quotation you acknowledge that you have read and agree to be bound by Communications International, Inc.'s terms and conditions of sale, service, and technical support. Orders may be subject to shipping & handling charges. All warranties are manufacturer's warranties. Terms and Conditions: www.ask4ci.com/termsandconditions

This proposal does not reflect (include) material/labor cost escalations beyond a standard inflationary rate (SIR) of 6.5%. We reserve the right to recover cost impacts above (SIR).
Equipment will be invoiced upon delivery.

From: [Kim Vincelli](#)
To: [Kim Vincelli](#)
Subject: FW: Durango Pricing
Date: Monday, December 2, 2024 8:27:07 AM

From: All Florida Tinting Co. <allfloridatinting@gmail.com>

Sent: Wednesday, November 27, 2024 2:28 PM

To: Sergeant Jason Alexandre <1114@jupiter.fl.us>

Subject: Durango Pricing

You don't often get email from allfloridatinting@gmail.com. [Learn why this is important](#)

Good Afternoon,

Below is the pricing you requested. Please contact me with any questions. We appreciate the opportunity!

2025 Dodge Durangos:

\$150.00 - 2 Front Windows

\$115.00 - Front Strip

\$265.00 - Total

Thank you,
Jennifer
All Florida Tinting, Co
561-327-8468

Summary Cost Sheet: 2025 Police Department Vehicle Purchases

2025 Ford Transit Cargo Van: Crime Scene Investigations Unit

Item Description	Cost per Vehicle	Quantity	Extended Cost	Purchasing Policy
2025 Ford Transit Cargo Van T-150 148" Med Roof RWD	\$ 46,213.55	1	\$ 46,213.55	FSA Contract FSA24-VEL32.0
Advanced Work Vans: Outfitting with Lights and Interior Equipment/Accessories	\$ 7,868.78	1	\$ 7,868.78	N/A
Citation Communications <u>Includes:</u> Remove Harris radio system from vehicles being removed from service and install in new vehicles.	\$ 893.82	1	\$ 893.82	Washington County School Board, Contract 22-150
Graphics	\$ 525.00	1	\$ 525.00	N/A
Window Tint	\$ 340.00	1	\$ 340.00	N/A
Registration and Title, Confidential Tag	\$ 130.00	1	\$ 130.00	N/A
TOTAL		1	\$ 55,971.15	



Jupiter Police Department

Specification #	31
Unit Description	E1C

Prepared for:

Prepared by:

11/25/2024

Jupiter Police Department

Attn: Angela Dean

1160@jupiter.fl.us

561-741-2436

Garber Ford

Dan Drake

(904) 264-2442 ext.2332 FAX: (904) 284-0054

3380 Hwy 17 Green Cove Springs, FL 32043

ddrake@garberautomall.com



Florida Sheriffs
Association

Prices are published by the Florida Sheriffs Association (www.flsheriffs.org)
Purchasing contract number is FSA24-VEL32.0 Pursuit Administrative & Other Vehicles,
expiring September 30th, 2025. If you have any questions regarding this quote please
call!

Base Price

E1C

2025 Ford Transit Cargo Van T-150 148" Md Rf RWD

\$46,097.00

Codes	Optional Equipment	Unit Price	OEM Discount 2.00%	Net Price
101A	Order Code 101A	Included		\$0.00
998	Engine: 3.5L PFDi V6 Flex-Fuel -	Included		\$0.00
44U	Transmission: 10-Spd Automatic w/OD & SelectShift	Included		\$0.00
YZ	Oxford White	Included		\$0.00
CB	Ebony, Cloth Front Bucket Seats	Included		\$0.00
219	Ebony Cloth Bucket Seats	Included		\$0.00
DEL	Delivery	Included		\$0.00
YTAG	Yellow City Tag	116.55		\$116.55

TOTAL PURCHASE AMOUNT PER VEHICLE

\$ 46,213.55



Advanced Work Vans - West Palm Beach
7652 CENTRAL INDUSTRIAL DR
RIVIERA BEACH FL 33404-3432
United States

Invoicing address:

Jupiter Police Department
210 Military Trail
Jupiter FL 33458
United States
☎ 561-746-6201

Jupiter Police Department
210 Military Trail
Jupiter FL 33458
United States
☎ 561-746-6201

Shipping address:

Advanced Work Vans - West Palm Beach
7652 CENTRAL INDUSTRIAL DR
RIVIERA BEACH FL 33404-3432
United States

Quotation # WPB-SO08963

Your Reference: Erin	Quotation Date: 11/25/2024 15:08:37	Salesperson: Alex Ines	Payment Terms: WPB - Immediate Payment	Expiration Date: 12/25/2024	Vehicle Type: Ford Transit Mid Roof 148"
--------------------------------	---	----------------------------------	--	------------------------------------	--

Description	Quantity	Unit Price	Taxes	Amount
Strobe Lights				
[ED3511A] 3.3 Inch Length x 1.1 Inch Width x 0.5 Inch Height; Full Bar; Surface Mount; Amber LED; Clear Polycarbonate Lens; 36 Flash Patterns; 12 To 24 Volts DC/ 1.4 Amp; With SD24LBRKT L-Bracket/ SD24ZBRKT Multi-Angle Bracket	4.000	106.89	AvaTax (WPB)	\$ 427.56
[Labor] Labor includes Switch, Fuse, Wire	2.500	115.00	AvaTax (WPB)	\$ 287.50
Subtotal				\$ 715.06
Partition				
[S1M1C1PM] S1-M1-C1, PANEL KIT, PM	1.000	602.26	AvaTax (WPB)	\$ 602.26
[WKC1FDTM2] WING KIT, FDTM, ICE/EV	1.000	303.53	AvaTax (WPB)	\$ 303.53
[Labor] Labor	0.750	115.00	AvaTax (WPB)	\$ 86.25
Subtotal				\$ 992.04
Shelving & Accessories				
[RK148FTM] RAIL KIT, TRANSIT 148WB, MR, HR	1.000	539.44	AvaTax (WPB)	\$ 539.44
[HAD5059] HYBRID SHELF UNIT, 14 X 59 X 50 WIDE	1.000	814.45	AvaTax (WPB)	\$ 814.45
[HAD4459] HYBRID SHELF UNIT, 14 X 59 X 44 WIDE	1.000	736.99	AvaTax (WPB)	\$ 736.99
[HD-1640HR] 5-Shelf Unit, 40w x 63h x 16d, Gray	1.000	871.85	AvaTax (WPB)	\$ 871.85
[VM48] VERTICAL MEMBER 48"	1.000	22.24	AvaTax (WPB)	\$ 22.24

Phone: 561-855-6263 Web: <http://www.advancedworkvans.com>



Advanced Work Vans - West Palm Beach
7652 CENTRAL INDUSTRIAL DR
RIVIERA BEACH FL 33404-3432
United States

Description	Unit			
	Quantity	Price	Taxes	Amount
[919] DRAWER UNIT/THREE COMBO	1.000	328.99	AvaTax (WPB)	\$ 328.99
[19] DRAWER UNIT/TWO MEDIUM	1.000	258.62	AvaTax (WPB)	\$ 258.62
[DK4810] DOOR KIT 10" X 48" FOR AD50FP SHELIVING	3.000	160.17	AvaTax (WPB)	\$ 480.51
[DK4210] DOOR KIT, AD SHELF SERIES, DK4210	3.000	157.91	AvaTax (WPB)	\$ 473.73
[DK3810] 10" DOOR KIT FOR 40" SHELIVING	3.000	167.92	AvaTax (WPB)	\$ 503.76
[52043-G] Mounting Rail, Ft	2.000	13.23	AvaTax (WPB)	\$ 26.46
[66881] FOLD-UP DESK,24X18	1.000	330.04	AvaTax (WPB)	\$ 330.04
[Labor] Labor	3.000	115.00	AvaTax (WPB)	\$ 345.00
Subtotal				\$ 5,732.08
Light				
[5625336] 5 Inch Round Led Interior Dome Light For Remote Switch	4.000	49.90	AvaTax (WPB)	\$ 199.60
[Labor] Labor includes Wire, Fuse, Switch	2.000	115.00	AvaTax (WPB)	\$ 230.00
Subtotal				\$ 429.60
Subtotal				\$ 7,868.78
<i>Material Surcharge</i>				\$ 0.00
Taxes				\$ 0.00
Total				\$ 7,868.78



Communications International, Inc.
2150 15th Ave
VERO BEACH, FL 32960

Quotation

Page	1 of 2
Quotation ID	QO0035051
Date	11/27/2024
Expiration date	12/31/2024
Terms	N45
Requested By	Angela Dean
Salesperson	Aaron Mcilrath
Phone	(561) 688-0330
E-mail	amcilrath@ask4ci.com

Bill to

Jupiter Police Department
196 Military Trail
JUPITER, FL 33458

Delivery address

Jupiter Police Department (New)
196 Military Trail
JUPITER, FL 33458

FY 25 Remove & Reinstalls

Pricing: FB 22-150

INFO: Remove, PM (included under MA) & Reinstall mobile radio FY25

POC: Angela Dean 561-741-2436 1160@jupiter.fl.us

Item	Description	Quantity	Price	Line Discount	Net Price	Extended Price
TRAB7603	760-870 Phantom Antenna, Black	1.00	65.49	10%	58.94	58.94
MB8U	MOUNT, 3/4", RG58U, NO CONN	1.00	28.30	10%	25.47	25.47
RFT12022T	TNC Male Crimp Connector for RG-58U	1.00	6.57	10%	5.91	5.91
CA-009562-030	Cable Assembly, CAN,30 FT Straight-Right	1.00	115.00	28%	82.80	82.80
CA-012616-001	Cable,DC Power,CH721 Control Unit	1.00	120.00	28%	86.40	86.40
CA-012365-001	Cable,DC Power,M7200/7300/5300	1.00	100.00	28%	72.00	72.00
KT23117	Radio Mounting Bracket Tray	1.00	65.00	28%	46.80	46.80
CEB30CH71P	Equipment Mounting Bracket,3" space, fits Harris CH-721	1.00	33.00	10%	29.70	29.70
LS102824V10	Speaker,Mobile,4 Ohm,OpenSky	1.00	40.00	28%	28.80	28.80
	Misc Install Materials	1.00	25.00	0%	25.00	25.00
	Labor - Removal \$108/Hr x 1 Hrs ea.	1.00	108.00	0%	108.00	108.00
	Labor - Reinstall - \$108/Hr x 3 Hrs ea.	3.00	108.00	0%	108.00	324.00



Quotation

Page	2 of 2
Quotation ID	QO0035051
Date	11/27/2024
Expiration date	12/31/2024

Pre-tax Total	\$893.82
----------------------	-----------------

Order Acceptance - Please sign below

Signature	_____
Printed name	_____
Date	_____

***This quotation does not include tax
Applicable taxes will be calculated during invoicing***

Not an Invoice – Do Not Pay

By signing this quotation and/or submitting a purchase order pursuant to this quotation you acknowledge that you have read and agree to be bound by Communications International, Inc.'s terms and conditions of sale, service, and technical support. Orders may be subject to shipping & handling charges. All warranties are manufacturer's warranties. Terms and Conditions: www.ask4ci.com/termsandconditions

This proposal does not reflect (include) material/labor cost escalations beyond a standard inflationary rate (SIR) of 6.5%. We reserve the right to recover cost impacts above (SIR).
Equipment will be invoiced upon delivery.

Graphic Designs International LLC
7941 SW Jack James Drive
Stuart, FL 34997
772-287-0000
accounting@gdigraphics.com
www.gdigraphics.com



ESTIMATE

ADDRESS
JUPITER PD (FL)
196 MILITARY TRAIL
JUPITER, FL 33458
ATTN: ACCOUNTS PAYABLE

SHIP TO
INSTALLER (CHRIS)

ESTIMATE # ESTIMATE
DATE 11/26/2024

SHIP VIA
INSTALL

PO NO.
EMAIL

ORDER DETAILS
(CH) ANGELA DEAN

QTY	ITEM	DESCRIPTION	RATE	AMOUNT
1	KIT	COMPLETE GRAPHICS KIT FOR 2025 2025 FORD TRANSIT CARGO VAN MEDIUM ROOF, INCLUDING INSTALLATION	525.00	525.00

To approve this estimate, please email Courtney Harty
at courtney@gdigraphics.com

SUBTOTAL 525.00
TAX 0.00
TOTAL \$525.00

Accepted By

Accepted Date

Please send all payments and correspondence to:
7941 SW Jack James Drive
Stuart, FL 34997
We appreciate you and your business!!

From: [Kim Vincelli](#)
To: [Kim Vincelli](#)
Subject: FW: CSI Van Tint
Date: Monday, December 2, 2024 8:57:32 AM

From: All Florida Tinting Co. <allfloridatinting@gmail.com>

Sent: Friday, November 29, 2024 2:43 PM

To: Sergeant Jason Alexandre <1114@jupiter.fl.us>

Cc: Angela Dean <1160@jupiter.fl.us>

Subject: Re: Durango Pricing

Got it. Like the attached pic? If so, that particular van has the 2 front door windows you are referring to including what we call quarter windows in front of them.

Typically those windows are also tinted to create a uniform look. Pricing for those windows included and a visor strip are as follows:



Ford T-150

\$150.00 - 2 Front Windows

\$75.00 - Quarter Windows

\$115.00 - Front Strip

\$340.00 - Total

Thank you,
Jennifer
All Florida Tinting, Co
561-327-8468

On Nov 29, 2024, at 1:43 PM, Sergeant Jason Alexandre <1114@jupiter.fl.us> wrote:

It is a Ford T-150 medium roof Cargo Van and we would like both passenger and driver's side tinted with a strip on the windshield

ADMINISTRATIVE SERGEANT JASON ALEXANDRE
JUPITER POLICE DEPARTMENT
COMMUNITY OUTREACH UNIT/NEIGHBORHOOD SERVICES
RECRUITING, HIRING, AND TRAINING
SYSTEMS SUPPORT/FLEET SERVICES
SUAS TEAM SUPERVISOR
561-741-2219



Estimate

561.337.4755
 AceCustomSigns.com
 Instagram #acecustomsigns
 1300 Old Dixie Hwy, Suite 103
 Lake Park, FL 33403

Name/Address
Jupiter Police Department
Fleet Services
Angela
561-741-2436

Date	Estimate No.
11/22/24	4616

Item	Description	Quantity	Cost	Total	Tax
SIGNS	Wrap 2 back panel doors in white vinyl and product and install graphic in reflective vinyl on sides and white roof number 2025 Ford Transit Van	1	1,550.00	1,550.00	
	Price does not include recreating logos and artwork. These are to be provided by customer				
	Sales Tax		7.00%	0.00	
			0.00	0.00	
			Total	\$1,500.00	



VEHICLE WRAPS

"IMAGE IS EVERYTHING"

561.775.3278

Kauff's Digital
3587 Northlake Blvd.
Palm Beach Gardens, FL 33403 - 1625

Estimate

Date	Salesperson	Invoice #	P.O. Number
11/25/2024	JPM	3090	

Contact Ph #	Ordered By	Co. Phone
561.741.24...	Angela Dean	

Kennedy Kauff

Justin Mesteller

Phillip Jarrett

Billing Address

Jupiter Police Department

Shipping Address \ Install Location

Qty	Item	Description	Price Per	Amount
2	Digital Vehicle Wrap	Partial wrap white 3M 2080 and printed reflective overlay lettering according to supplied layout for two fleet vehicles: 2025 Ford Transit cargo van	1,650.00	1,650.00

Kauff's - "Image is Everything"

Subtotal \$1,650.00

Phone

561-775-3278

Web Site

www.kauffs.com

Sales Tax (7%) \$0.00

Total \$1,650.00

Summary: 2025 Fire Rescue Department Vehicle Purchase

2025 Ford F-150

Item Description	Cost per Vehicle	Quantity	Extended Cost	Purchasing Policy
2025 F-150 XL Crew Cab 4x4 W.1L	\$ 47,262.00	1	\$ 47,262.00	FSA Contract FSA24-VEL32.0
Shyft Group Upfit Services dba Strobes-R-Us: (Light Package, Equipt, etc.)	\$ 5,405.69	1	\$ 5,405.69	Contract between TOJ and Shyft based upon BSO 23004AP
TOTAL		1	\$ 52,667.69	

Jupiter Fire Rescue Department

Prepared for: Jupiter Fire Rescue Department Angela Dean 1160@jupiter.fl.us 561-741-2436		Contract Holder Duval Ford Jared Davis (Work) 904-388-2144 (Fax) 904-387-6816 jared.davis@duvalmotor.com 405 Lane Avenue North Jacksonville, FL 32258		11/26/2024
PLEASE CONFIRM RECEIPT OF QUOTE VIA EMAIL				
		We appreciate your interest and the opportunity to quote. Pricing references the FLORIDA SHERIFFS ASSOCIATION LIGHT VEHICLE CONTRACT FSA 24-VEL-32. If you have any questions regarding this quote please call! Note, Vehicle will be ordered white exterior unless specified on purchase order. Shipping and Invoicing instructions are required on agency purchase order.		

Labor: Rate/ Hr \$80	Parts QTY	Code	Equipment	UNIT PRICE	EXTENDED
	1	W1L SOUTH	Item 167 F-150 XL Crew Cab 4x4 W1L (includes: Power windows / Locks, Remote Entry, speed control)	\$ 41,484.00	\$ 41,484.00
	1	YZ	White	\$ -	\$ -
	1	AS	Vinyl 40/20/40 Front-Seat, Medium Dark Slate	\$ -	\$ -
	1	995	5.0L V8 with Auto Start-Stop Technology- Standard on 122" and 157" WB	\$ 1,562.00	\$ 1,562.00
	1	18B	Platform type Black Running Boards	\$ 249.00	\$ 249.00
	1	96W	Bedliner – Tough Bed® spray-in	\$ 592.00	\$ 592.00
0	1	FCHT	Ranch Echo Cab high fiberglass topper with sliding side windows.	\$ 2,933.00	\$ 2,933.00
0	1	WT 150 CC4	Weather Tech Laser cut floor mats FRONT AND REAR(446971V, 446974)	\$ 249.00	\$ 249.00
0	1	TAG	New Tag Charge (Florida only) Requires (TTO) Tag/Title option. Specify City, State, or Sheriffs Tag. Includes (TMP). Transfer Tag Charge: (Florida only: \$90) Please send scan of agency registration with tag ID clearly indicated. Requires (TTO) Tag/Title Option, includes (TMP)	\$ 125.00	\$ 125.00
0	1	TTO	Tag and Title processing and handling fee. Tags are processed at the local tag office and affixed to vehicle prior to delivery. Cost includes electronic administrative fee, manual processing courier, and Fedex related expense.	\$ 68.00	\$ 68.00
0	TOTAL LABOR HOURS				
	Additional Notes				
UNIT COST					\$ 47,262.00
TOTAL QUANTITY 1					TOTAL PURCHASE \$ 47,262.00
AVAILABLE OPTIONS TO CONSIDER:					
	1	NFGP575	Extended Service Plan Premium Care, Zero Deductible. Five Year, 75000 Mile. Call Dealer for plan specifics and optional Terms.Price Guide Aug 2023. For hybrid vehicles OEM battery warranty is 8yr. 100,000 miles	\$ 1,610.00	YES/NO

STANDARD EQUIPMENT

SE F150 A	MECHANICAL ● 2.7L V6 EcoBoost® with AutoStart-Stop Technology (standard on 141" and 145") ● 5.0L V8 with AutoStart-Stop Technology (standard on 122" and 157") ● 4x4 Electronic Shift-On-the-Fly (ESOF) with Neutral Towing Capability ● Auto Hold ● Axle, Front-Independent Front Suspension (IFS) ● Brakes-4-Wheel Disc with ABS ● Selectable Drive Modes: ● Electronic Ten-Speed Automatic Transmission ● Fail-Safe Cooling ● Jack ● Electric Parking Brake ● Select Shift Automatic Transmission with Progressive Range Select ● Shock Absorbers, Gas-Heavy-Duty, Front ● Shock Absorbers, Gas-Heavy-Duty, Outboard Mounted, Rear ● Springs, Front-Coil ● Springs, Rear-Leaf, Two-Stage Variable Rate ● Stabilizer Bar Front ● Steering-Power, Rack-and-Pinion
SE F150 B	● Bed Storage Boxes (NAW/8' Box) ● Bumper and Fascia, Front-Black ● Bumper, Rear-Black ● Cargo Lamp-Integrated with Center High-mounted Stop Lamp (CHMSL) ● Daytime Running Lamps (DRL) (On/Off Cluster controllable) ● Easy Fuel Capless Fuel-Filler ● Exhaust-Single Rear ● Fuel Tank: 23 Gallon (Regular Cab 6.5' Box) — 36 Gallon (Regular Cab LWB, SuperCab and SuperCrew®) ● Fully Boxed Steel Frame ● Grille-Black ● Handles, Black-Door and Tailgate with Black Bezel ● Hooks-Pickup Box Tie-Down, four (4) ● Hooks-Front Tow 4x4, two (2) ● Mirrors, Sideview-Manual-folding, Power Glass with Heat ● Power Tailgate Lock ● Spare Tire / -Rear Under Frame ● Stone Cuffs, Front & Rear ● Tailgate Lift Assist ● Tailgate-removable with key lock ● Tires — 245/70R17BS Wall-season tires (A/S) 4x2 — 265/70R17BS Wall-terrain tires (A/T) 4x4 ● Trailer Sway control ● Trailer Towing-4-pin wiring, ball mounting provisions in rear bumper ● Wheels-17" silver steel ● Wipers-Intermittent speed
SE F150 C	● 12" Productivity Screen in Instrument Cluster ● Black Vinyl Floor Covering ● Compass Display in Instrument Cluster ● Cruise Control ● Dome Light ● Door Trim-Soft armrest ● Fade-to-Off Interior Lighting ● Gauges and Meters-Fuel, Oil Pressure, Transmission Temperature and Engine Coolant Temperature Gauges; Speedometer, Odometer and Tachometer ● Grab Handles ● Horn-Dual-Note ● Illuminated Entry ● Air Conditioning, Single Zone ● Outside Temperature Display ● Powerpoint 12V ● Power Door-Locks with Flip Key and Integrated Key Transmitter Keyless-Entry (incl. Autolock) ● Power Windows ● Rear window with Fixed Glass and Solar Tint ● Rearview Mirror, Day/Night ● Scuff Plates-MIC, Front ● Seat, Front— Cloth 40/20/40 — 2-Way manual driver/passenger — Armrest ● Seat, Rear — Cloth (SuperCrew®) ● Steering Wheel, Black Urethane-Manual Tilt/Telescoping ● Visor, Driver Side; Visor with Mirror, Passenger Side
SE F150 D	● AdvanceTrac® w/RSC® (Roll Stability Control) ● Airbags — Driver and Passenger Front Airbags — Driver and Passenger Seat-Mounted Side Airbags — Safety Canopy® Side-Curtain Airbags (1st and 2nd row coverage) ● Curve Control ● LED Reflector Headlamps-Black Bezels ● Perimeter Alarm ● Rain lamp Wiper Activated Headlamps ● Seat Belts, Active Restraint System (ARS), Three-point ● SecurLock® Passive Anti-Theft System (PATs) ● SOS Post-Crash Alert System ● Tire Pressure Monitoring System (TPMS) ● Ford Security Package (1-year Plan Included)
SE F150 E	FORD CO-PILOT360™ TECHNOLOGY ● Ford Co-Pilot360™ M2.0 — Auto High Beams — Blind Spot Assist — BLIS® with Cross-Traffic Alert — Camera Only AEB Oncoming — Camera Only Evasive Steering Assist — Lane-Keeping System ○ Lane-Keeping Alert ○ Lane-Keeping Aid ○ Driver Alert ○ Road Edge Detection — Intersection Assist — Pre-Collision Assist® with Automatic Emergency Braking (AEB) ○ Pedestrian Detection ○ Forward Collision Warning ○ Dynamic Brake Support — Post-Collision Braking — Rear View Camera — Rear Parking Sensors — Reverse Brake Assist

SE F150 F

- FUNCTIONAL
- Autolamp – Auto On/Off Headlamps
 - AM/FM Stereo (speakers; four (4) with Regular Cab, six (6) with SuperCab and SuperCrew®) ●Class IV Trailer Hitch (incl. Smart Trailer Tow Connector, 7/4 pin-connector; Class IV trailer hitch receiver) ●FordPass™ Connect (5G) —5G LTE Wi-Fi hotspot connects up to 10 devices
 - Hill Start Assist ●SYNC® 4 with Enhanced Voice Recognition —12" LCD Capacitive Touchscreen with Swipe Capability
 - Wireless Phone Connection
 - Cloud Connected
 - AppLink® w/App Catalog
 - 911 Assist®
 - Apple CarPlay® and Android Auto™ Compatibility
 - Digital Owner's Manual
 - Conversational Voice Command Recognition



STROBES-R-US

POMPANO BEACH LOCATION
2681 HAMMONDVILLE RD POMPANO BEACH, FL 33069

JUPITER LOCATION
15335 PARK OF COMMERCE BLVD JUPITER, FL 33478

TENNESSEE LOCATION
933 CARTHAGE HWY LEBANON, TN 37087

Official Estimate

Date	Estimate #
11/26/2024	53224

Bill To:
JUPITER FIRE DEPT. 210 Military Trail Jupiter, FL 33458

Ship To:
JUPITER FIRE DEPT. ATTN: ANGELA DEAN 210 Military Trail Jupiter, Florida 33458

Reference	2025 FORD F150 CREW CAB X 1			
Product	Description	Qty	Cust. Price	Total
	****PRICE QUOTE PER BSO CONTRACT # 23004AP **THIS PRICE QUOTE IS FOR (1) 2025 FORD F150 CREW CAB SLICK TOP ADMIN FOR FIRE DEPARTMENT, NO LAPTOP, NO CAGE, NO RADIO, BUT WE ARE TO RUN POWER AND GROUND TO GLOVE BOX FOR RADIO INSTALL AT LATER DATE **THIS QUOTE WAS MODIFIED ON 11/14/24, CHANGED VEHICLE TO 2025 F150, THIS QUOTE ASSUMES THERE IS NO DESIGN CHANGES IN THE 2025 F150 AND ALL 2024 EQUIPMENT WILL FIT **THIS QUOTE WAS UPDATED ON 11/26/24 TO CURRENT DATE AND PRICES **THIS QUOTE IS GOOD FOR 30 DAYS **			
183-0008	Circuit breaker, 50 amp thermal with manual reset, surface mount D&R LIST \$ 65.00 EACH	1	52.00	52.00
HHS4200	WHELEN HAND-HELD SIREN SYSTEM. SAME AS HHS3200, BUT WITH WeCan Port that Supports the Inner Edge FST, XLP and RST Series, WeCan Lightbars, and a WeCan External Amplifier (Not for Use with the CANEM16 Expansion Module) WHELEN LIST \$ 856.00 EACH	1	496.48	496.48
SA315P	SA315P SPEAKER, BLACK PLASTIC WHELEN LIST \$ 265.00 EACH	1	169.70	169.70
SAK73	DUAL SA-315 MOUNT KIT FOR FORD F150 AND NEWER MODEL EXPEDITIONS INCLUDED WITH SA315P	1	0.00	0.00
IX47UFZ-RB	INNER EDGE XLP 15-2023 F150 F250 F350 FULL FRONT UPPER INNER EDGE WITH WHITE TD WARNING LIGHTS FLASH DRIVER RED PASS BLUE WHELEN LIST \$ 1257.00 EACH	1	729.06	729.06
COMMANDERELITE6-6R	DUO 6 POD COMMANDER ELITE WARNING AND DIRECTIONAL PODS THAT GO ALL WHITE FOR SCENE 6 RED PODS SIGNAL VEHICLE LIST \$ 680.00 EACH	1	408.00	408.00
SRUS-L-3	"L" BRACKET FOR ARROW STICK 3"	4	11.75	47.00

All Issued Quotes Are Valid For 30 Days

Sales Tax (7.00%)	\$0.00
--------------------------	---------------

Phone #	Fax #	E-mail	Web Site
954-946-9955	954-946-9677	SALES@SRUS.COM	WWW.STROBES-R-US.COM



STROBES-R-US

POMPANO BEACH LOCATION
2681 HAMMONDVILLE RD POMPANO BEACH, FL 33069

JUPITER LOCATION
15335 PARK OF COMMERCE BLVD JUPITER, FL 33478

TENNESSEE LOCATION
933 CARTHAGE HWY LEBANON, TN 37087

Official Estimate

Date	Estimate #
11/26/2024	53224

Bill To:
JUPITER FIRE DEPT. 210 Military Trail Jupiter, FL 33458

Ship To:
JUPITER FIRE DEPT. ATTN: ANGELA DEAN 210 Military Trail Jupiter, Florida 33458

Reference	2025 FORD F150 CREW CAB X 1			
Product	Description	Qty	Cust. Price	Total
ULB9LDC-RRWW	SRUS LIST \$ 19.58 EACH STAR 9" MINI PHANTOM LED LIGHT (RED/RED/WHT/WHT)	1	149.88	149.88
VTX609D	SIGNAL VEHICLE LIST \$ 249.80EACH VERTEX SUPER-LED SPLIT RED/WHT	4	81.78	327.12
SRUS-ERUN-RBW	HELLA LIST \$ 141.00 EACH 60 INCH ELITE RUNNER LIGHT, TRIPLE COLOR CAN BE PROGRAMMED FOR R/B-W, OR R/W-W, OR B/W-W ALL HAVE WHITE OVERRIDE	2	369.00	738.00
COMMANDERPLUS8-8R	SHO-ME LIST \$ 615.00 EACH 8 POD COMMANDER PLUS WARNING AND DIRECTIONAL STICK WITH 8 RED PODS	1	373.45	373.45
TLI2D	SIGNAL VEHICLE LIST \$ 679.00 EACH ION T-SERIES LINEAR DUO R/W	2	95.00	190.00
INSTALL	WHELEN LIST \$ 195.00 EACH CUSTOM INSTALLATION PER HOUR	25	69.00	1,725.00
All Issued Quotes Are Valid For 30 Days				
		Sales Tax (7.00%)		\$0.00
Phone #	Fax #	E-mail	Web Site	
954-946-9955	954-946-9677	SALES@SRUS.COM	WWW.STROBES-R-US.COM	



STROBES-R-US

POMPANO BEACH LOCATION
2681 HAMMONDVILLE RD POMPANO BEACH, FL 33069

JUPITER LOCATION
15335 PARK OF COMMERCE BLVD JUPITER, FL 33478

TENNESSEE LOCATION
933 CARTHAGE HWY LEBANON, TN 37087

Official Estimate

Date	Estimate #
11/26/2024	53224

Bill To:
JUPITER FIRE DEPT. 210 Military Trail Jupiter, FL 33458

Ship To:
JUPITER FIRE DEPT. ATTN: ANGELA DEAN 210 Military Trail Jupiter, Florida 33458

Reference	2025 FORD F150 CREW CAB X 1			
Product	Description	Qty	Cust. Price	Total
INSTALL	PREPARE AND RUN WIRE HARNESSSES PROGRAM SIREN SYSTEM 1 X BREAKER (183-0008) 1 X HHS4200 HAND HELD SIREN WITH SPEAKER (SA315P, SAK1) 1 X INNER EDGE FRONT UPPER WINDSHIELD FOR EXPLORER (IX47UFZ-RR) 1 X COMMANDERELITE-6R 6-POD STICK BEHIND FRONT GRILL WITH L-BRKTS, WIRE FOR WARNING AND WHITE OVERRIDE 2 X SRUS RUNNERS FOR UNDERCARRIAGE BOTH SIDES OF VEHICLE (SRUS-ERUN-RBW WIRE FOR RED/WHT WARNING AND WHITE OVERRIDE 1 X R/R LED LOWER FRONT CENTER OF FRONT DASH (ULB9LDC-RRWW) 2 X VTX609D RED/WHT SPLIT IN OEM FRONT HEADLIGHTS 2 X VTX609D RED/WHT SPLIT IN REAR OEM REVERSE LIGHTS 1 X COMMANDCERPPLUS 8-POD LIGHTSTICK, WIRE FOR WARNING AND TRAFFIC ADVISOR, MOUNT WILT L-BRKT'S 2 X TLIR SURFACE MOUNT UNDER REAR TAILGATE, REAR FACING IN BETWEEN TAILGATE AND BUMPER, ONE EACH SIDE CUSTOM INSTALLATION PER HOUR NO RADIO, BUT WE ARE TO RUN POWER AND GROUND TO GLOVE BOX FOR RADIO INSTALL AT LATER DATE	1	0.00	0.00

All Issued Quotes Are Valid For 30 Days			Subtotal	\$5,405.69
			Sales Tax (7.00%)	\$0.00
			Total	\$5,405.69
Phone #	Fax #	E-mail	Web Site	
954-946-9955	954-946-9677	SALES@SRUS.COM	WWW.STROBES-R-US.COM	

TOWN OF JUPITER
Ritz Carlton Planned Unit Development Amendment



DATE	December 17, 2024
TO	Honorable Mayor and Members of Town Council
THRU	Frank Kitzerow, Town Manager
FROM	John Sickler, Director of Planning and Zoning
SUBJECT	<u>Ritz Carlton</u> – Amendment to an approved 284± acre Planned Unit Development (PUD) to allow a guest cottage on Lot 30 of Pod B, located at 502 Bald Eagle Drive.

EXECUTIVE SUMMARY

Consideration of an amendment to the approved planned unit development to allow a guest cottage as an accessory use to the primary single-family dwelling unit on Lot 30 of Pod B.

ANALYSIS

The subject property was approved for a single family residence, which was built in 2004. The applicant is proposing to expand a detached garage and add a guest cottage on the second floor. The proposed guest cottage is 758 square feet which is approximately 9 percent of the 8,143 sf principal structure.

As a public benefit, the applicant proposes to donate \$10,000 to the Town to be used towards funding upgrades to Town Parks, such as the incorporation of splash pads. It is a strategic priority of the Town to complete a recreational master plan to include current facilities, future, planned facilities, and partner facilities and opportunities. If the Town Council is supportive of a contribution to the Town, the funds should be deposited in a special Town fund for the purpose of funding upgrades to Town Parks.

As noted in the staff report, staff suggested other considerations for public benefit, such as improving the appearance along the shoulder of Frederick Small Road and/or providing authorization from the controlling entity of the PUD to assign Conservation and Recreation future land use and zoning designations to the existing preservation areas and golf courses in the PUD, which has been identified as a strategic priority of the Town Council. These suggestions are further detailed in the staff report for Town Council's consideration, should the proposed public benefit not be considered appropriate.

Second reading will be on January 21, 2025.

Planning and Zoning Commission Recommendation: At their November 12, 2024 meeting, the Planning and Zoning Commission voted (6-0) to recommend approval of the application.

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

STRATEGIC PRIORITY

- Manage Growth

ATTACHMENTS

1. Ordinance 31-24
2. Staff Report and attachments
3. Applicant's Powerpoint presentation

FUNDING SOURCE

*Funding is not necessary for this request.

For more information or to request attachments, please contact Peter Meyer at peterm@jupiter.fl.us and/or (561) 741-2691.

ORDINANCE NO. 31-24

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF JUPITER, FLORIDA, APPROVING AN AMENDMENT TO THE RITZ CARLTON PLANNED UNIT DEVELOPMENT; PROVIDING FOR A WAIVER TO THE UNIT TYPE IN THE R-1 SINGLE FAMILY RESIDENTIAL ZONING DISTRICT TO ALLOW A GUEST COTTAGE AS AN ACCESSORY USE TO THE PRIMARY SINGLE-FAMILY DWELLING UNIT ON LOT 30 OF POD B; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Eric F. Trump and Lara L. Trump (the Owner) are the owners of Lot 30 of Pod B, approximately 0.60± acres of property, located within the Ritz Carlton Planned Unit Development (PUD), the legal description of which is contained in Exhibit "A" which is incorporated herein (the subject property); and

WHEREAS, the subject property is located at 502 Bald Eagle Drive; and

WHEREAS, the Eagle Tree Property Owners Association, Inc. (the POA) has authorized the Owner to submit an application to amend the PUD (the Application) to add a guest cottage on the subject property (the Application); and

WHEREAS, Stergas & Associates, AIA, is the authorized agent (Agent) for the Owner; and

WHEREAS, on behalf of the Owner, the Agent submitted an application to amend the PUD and to request a waiver to the unit type in the R-1 single-family

1 residential zoning district, which if approved would allow the construction of a guest
2 cottage as an accessory use to the primary single-family dwelling unit on the
3 subject property; and

4 **WHEREAS**, the Town Council has determined that the Owner has provided
5 a substantial public benefit as required by Section 27-1555(b) of the Town's Zoning
6 Code in exchange for the requested waiver; and

7 **WHEREAS**, the Town's Planning and Zoning Commission has considered
8 the Application and has made its recommendations to the Town Council; and,

9 **WHEREAS**, the Town Council has conducted a public hearing wherein it
10 considered the evidence and testimony presented by the Town's Planning and
11 Zoning Department staff, the Agent, and other interested parties and members of
12 the public, regarding whether the Application is consistent with the Town's
13 Comprehensive Plan and meets its Land Development Regulations; and,

14 **WHEREAS**, the Town Council has determined that certain conditions, as
15 set forth herein, are necessary to render the Application consistent with the Town's
16 Comprehensive Plan and to meet its Land Development Regulations.

17
18 **NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF**
19 **THE TOWN OF JUPITER, FLORIDA, THAT:**

20 **Section 1.** The whereas clauses are hereby incorporated as true and
21 correct as the findings of fact and conclusions of law of the Town Council.

22 **Section 2.** The Town Council hereby approves an amendment to the Ritz
23 Carlton PUD as set forth below:

- 1 1. The Owner shall install and maintain all improvements in compliance with
2 the following:
 - 3 a. Traffic Statement, prepared by Jeff H. Iravani, Inc., dated 08/20/24,
4 received and dated by the Department of Planning and Zoning on
5 09/04/24.
 - 6 b. Statement of Use, prepared by Stergas & Associates, AIA, dated
7 08/27/24, received and dated by the Department of Planning and
8 Zoning on 10/29/24.
- 9 2. The uses conducted on the subject property shall be consistent with the
10 Statement of Use, dated 08/27/24, received and received by the
11 Department of Planning and Zoning on 10/29/24.
- 12 3. Any revisions to the site plan, Statement of Use, or other details submitted
13 as part of the Application, including but not limited to the location of the
14 proposed improvements, additional, revised or deleted colors, materials,
15 or structures, or changes to how the use operates, shall be submitted to
16 the Department of Planning and Zoning and shall be subject to its review
17 and approval.
- 18 4. The guest cottage shall:
 - 19 a. Be incidental and subordinate to the principal residential structure
20 on the subject property.
 - 21 b. Not exceed the height of the existing principal residential structure
22 on the same lot.

1 c. Not exceed 35 percent of the gross square footage of the principal
2 residential structure.

3 5. Prior to the issuance of a building permit for the guest cottage, the Owner
4 shall contribute \$10,000 to the Town which shall be earmarked by the
5 Town for upgrading Town Parks.

6 6. The conditions of approval herein shall apply to the Owner, the Eagle Tree
7 Property Owners Association, Inc. and their successors and assigns.

8 **Section 3.** This ordinance shall take effect immediately upon its execution.

9 Exhibit "A" - Legal Description

10

11

[#5904914 v1 26503-00001](#)

LEGAL DESCRIPTION

Lot 30B, according to the Plat of Ritz-Carlton Golf Club & Spa, Pod B, Jupiter, a P.U.D., as recorded in Plat Book 99, Pages 42 through 44, public records of Palm Beach County, Florida.

**Town of Jupiter Staff Report for Ritz Carlton
Town Manager's Office**



DATE: December 17, 2024
TO: Honorable Mayor and Members of Town Council
THRU: Frank J. Kitzerow, Town Manager
FROM: John Sickler, Director of Planning and Zoning
SUBJECT: **Ritz Carlton** – Amendment to an approved 284± acre Planned Unit Development (PUD) to allow a guest cottage on Lot 30 of Pod B, located at 502 Bald Eagle Drive.

Ordinance #31-24	P&Z Commission: 11/12/24
PZ 24-6177	Town Council: 12/17/24 1 st reading
P. Meyer	Town Council: 01/14/25 2 nd reading (quasi-judicial)

Project Information

Project Name:	Ritz Carlton PUD
Owner of PUD:	Overall PUD controlled by the Eagle Tree Property Owners Association, Inc. which has common property ownership; Single family residential lots are under individual ownership
Owner/Applicant of individual lot 30:	Owner of 502 Bald Eagle Drive (Eric F. Trump and Lara L. Trump)
Agent:	Stergas & Associates, AIA
Location:	• PUD located north of Donald Ross Road, south of Frederick Small Road and east of Alternate A1A • Guest cottage proposed associated with a single family unit at 502 Bald Eagle Drive
Acreage:	• 284 +/- acres (PUD total) • 0.60 +/- acres
Future Land use designation:	Low Density Residential
Zoning:	Single-Family Residential (R-1)
Existing use:	Single family dwelling units (DU)
Proposed use/Request:	PUD amendment to request a waiver to allow a detached guest cottage ¹ (see Attachment A).

Applicant Issues

The applicant has no issues.

¹ Section 27-1 definition of guest cottage “means living quarters within a detached accessory building located on the same premises as the main building to be used exclusively for housing members of the family occupying the main building, or their nonpaying guests; such quarters having no kitchen facilities and not to be rented or otherwise used as a separate dwelling.

Planning and Zoning Commission Recommendation

At their November 12, 2024 meeting, the Planning and Zoning Commission voted (6-0) to recommend approval.

Staff Compliance Review Summary

The requested amendment to the PUD will be in compliance with the Town Code subject to the **approval** of the conditions in **Ordinance #31-24**; and **contingent on Town Council approval of the proposed public benefit and waiver requested by the applicant**.

Project Data

Pertinent site plan data and information in reference to the application is listed below:

Table 1: Adjacent Properties to PUD

Direction	Existing Land Uses	Future Land Use Zoning Districts
North	Residential (Admirals Cove)	Low Density Residential / Residential, Single-Family (R-1)
South	Residential (Frenchman's Creek)	Palm Beach Gardens/ PCD (Planned Community District)
East	Residential (Bear's Club)	Low Density Residential / Residential, Single-Family (R-1)
West	Residential and Preserve (Abacoa)	Mixed Use/ MXD

Table 2: Traffic

Traffic Performance Standards (TPS)	Owner's proposal
Satisfies Town of Jupiter TPS	Yes
New daily trips (see Attachment B)	0
New AM peak hour trips	0
New PM peak hour trips	0

Background and History

The following is a history of development approvals for the Ritz-Carlton Golf Club:

Table 3: History

Date of approval	Approvals
October of 1973	The Frenchman's Creek Development of Regional Impact (DRI), which The Ritz-Carlton Golf Club is part of, is approved by Palm Beach County's Board of County Commissioners.
July of 1990	The Town annexed the portion of the Frenchman's Creek DRI lying north of Donald Ross Road.
August 18, 1998	The Town Council approved an amendment to the DRI to decrease the total number of units permitted on the north half of the Frenchman's Creek DRI from 3,050 to 1,594.
March 20, 2001	The number of units was further reduced by Resolution # 18-01 to allow a total of 275 units in the DRI. 139 units were allocated to the Ritz-Carlton Club and 136 to the Bear's Club.
March 20, 2001	The Town Council approved the PUD and site plan for the Ritz-Carlton which included a golf course, clubhouse, spa, maintenance facility and 133 units (22 single family and 111 villas).

Date of approval	Approvals
November 29, 2001	Staff approved a minor PUD amendment reducing the number of units to 131. This approval included reducing the number of dwelling units in Pod “B” from 22 units to 20 units and in Pod “C” from 44 units to 34 units. Also, Pod “C” was converted from villa to single family units.
February 6, 2003	Staff approved another minor amendment that transfers ten (10) lots to Pod “B” from those that were removed from Pod “C”, increasing the number of lots from 20 to 30. The total number of units proposed remains at 131 units.
May 20, 2003	The Town Council approved a modification to Pod “B” to allow a reduction in setbacks for the homes, accessory pools and screen rooms
February 15, 2005	The Town Council approved a Notice of Proposed Change (NOPC) to the Frenchman’s Creek North DRI. This amendment allowed for the reallocation of units in the Frenchman’s Creek DRI and the transfer of 12.1± acres from the Bear’s Club to the Ritz-Carlton Club. 275 units are permitted to be developed in the DRI, with the approval of the NOPC, the maximum number of units in the Ritz-Carlton Club becomes 168 units and 107 units are permitted in the Bear’s Club. This proposal resulted in an increase of 29 units in the Ritz-Carlton Club and Spa and a reduction of 29 units in the Bear’s Club. Previously 139 units were allocated to the Ritz-Carlton Club and 136 units to the Bear’s Club.
February 17, 2009	The Town Council approved an amendment to the PUD to allow a guest cottage on Lot 15 with Pod B.
March 17, 2009	The Town Council approved an amendment to the PUD and site plan to allow interval ownership in Pod D, to allow up to sixteen property interests in five villa units (208, 212, 214, 640, and 644) in Pods A and D, and to allow units in Pods A, D, E, to be owned in a land trust.
March 16, 2010	The Town Council approved an amendment to Ritz Carlton PUD and site plan amendment to change 17 existing condominium units to fee simple lots in a portion of Pod A, and add two single family dwelling units to POD A in the previously approved eagle preserve area.
October 11, 2012	Staff approved an administrative PUD and site plan amendment for the addition of custom unit types to the approved site plan for Lots 1 and 2 of replat 2 in Pod A.
June 6, 2023	The Town Council approved an amendment to the PUD to convert a single-family dwelling to a guest cottage on a lot within Pod A, located at 612 and 614 White Pelican Way.

The subject property was approved for a single family residence, which was built in 2004.

Between 1994 and 2005, pursuant to a 1994 policy, guest cottages were permitted and constructed in single family neighborhoods by policy, as an accessory use throughout the Town (see attachment “C”). Guest cottages are defined as a living quarters within a detached accessory building having no kitchen facilities and for use by the family occupying the principle structure. Since guest cottages can’t have cooking facilities, they are not considered dwelling units². In some areas of the Town, guest cottages were being used as independent rental units causing neighborhood issues with parking and nuisances. In February 2005, this policy was discontinued since guest cottages were not specifically listed among the other accessory uses permitted within the residential zoning districts like other accessory uses including private garages, swimming pools, storage buildings and private boat docks. Building permits are no longer issued for guest cottages as an accessory use, when the use is not allowed per the zoning or as part of a PUD.

² Section 27-1 definition of dwelling unit “means a group of interrelated rooms: 1) Intended or designed for the use of one family; 2) Separated from other space by lockable doors; 3) Having access to the outdoors without crossing another dwelling; and 4) Having cooking and sleeping facilities, fixed or portable, and complete sanitary facilities.

As a result of this change, the Bear's Club requested an amendment to their PUD to allow guest cottages as a permitted accessory structure within their development. The PUD amendment was approved by Town Council on December 20, 2005. Other PUD's, such as Admirals Cove, have provisions within their development approvals that allow for guest cottages.

The applicant is requesting an amendment to the Ritz Carlton Golf Club PUD only to allow a guest cottage as an accessory use to the primary single-family dwelling on Lot 30 of Pod B. It is recognized that developments with a property or homeowner association have independent covenants and restrictions that may provide for guest cottages to be more carefully monitored to ensure they function as an accessory use and not as an independent rental unit.

Analysis

This section analyzes the land development regulations and notes the application's inability or ability to satisfy all applicable development provisions of the Town Code and Comprehensive Land Use Plan (CLUP). The analysis is as follows:

Comprehensive Land Use Plan (CLUP) Consistency. The proposed development is generally in conformance with the Comprehensive Plan. The subject property is designated with the Low Density Residential future land use.

Planned Unit Development (PUD). The applicant's request is to amend the Ritz Carlton PUD to allow a guest cottage on a single-family lot within the PUD located at 502 Bald Eagle Drive.

PUD Waiver. Town Council may approve waivers within a PUD, pursuant to Section 27-1555(b) and (b) and Section 27-1641(a)(b). The Owner is requesting a waiver for a different unit type in the R-1, single family residential zoning district [Section 27-1323(b) entitled "Use regulations" of the R-1 single family residential zoning district], to allow a guest cottage as an accessory use to the primary single-family dwelling (See Attachment A, PUD statement of use). To ensure that the guest cottage remains an accessory use to the primary single-family dwelling, Staff recommends a **condition that the guest cottage must: be incidental and subordinate to the principal residential structure on the same lot; not exceed the height of the principal building on the same lot; and not exceed 35 percent of the gross square footage of the principal building.**

Section 27-1641, entitled "Waiver of standard zoning regulations allowed" of the PUD regulations, which defines regulations that may be waived by Town Council through the PUD process, includes the ability to waive the type of dwelling unit. The requested waiver is consistent with the intent of the large scale PUD (Section 27-1555), which is to provide design freedom by permitting an opportunity to more fully utilize the physical characteristics of the site through the reduction or waiver of certain development regulations and the planned mixing of use.

Public benefit. The proposed planned unit development waiver is in conformance with the requirements of Section 27-1555, entitled "Intent", subject to the Town Council's determination that the project provides adequate public benefit to justify the requested waiver.

- Pursuant to Section 27-1555, entitled "Intent", a large-scale PUD, by definition may depart from the strict application of use and property development regulations in which the planned unit development is proposed to be located. Additionally, the section states that "It is intended that a Large-Scale Planned Unit Development District (PUD) provide substantial public benefit".
- **Applicant's public benefit:** The applicant proposes to donate \$10,000 to the Town to be used towards funding upgrades to Town Parks, such as the incorporation of splashpads.

Staff comment: It is a strategic priority of the Town to complete a recreational master plan to include current facilities, future, planned facilities, and partner facilities and opportunities. If the Town Council is supportive of a contribution to the Town, the funds should be deposited in a special Town fund for the purpose of funding upgrades to Town Parks. Therefore, if Town Council determines the applicant's proposal provides adequate public benefit, staff recommends the following **condition that the Owner contribute \$10,000 to be placed in a special Town fund for upgrades to Town Parks.**

Other considerations for public benefit, if the Town Council finds that the proposed public benefit is not adequate to justify the proposed waiver:

- Staff advised the applicant to review the [Town's strategic plan](#) when considering what might be appropriate as a public benefit, since these initiatives have been identified by the Town Council. A strategic priority of the Town Council is to update the future land use and zoning designations of existing preservation areas and golf courses to provide consistency with the development orders approved by the Town Council. The Ritz Carlton PUD development order includes lands designated for preservation and golf course, which currently have residential zoning and future land use designations. In order to reflect the actual use of these lands, the land use and zoning need to be changed from Residential to Conservation or Recreation, as applicable. It was identified that agreeing to implement these changes could be considered as a public benefit by having the controlling entity of the PUD provide authorization to modify the land use and zoning of these areas.
- In 2023, the Town Council raised concerns, as part of an amendment for the Bears Club PUD, regarding the grassed area along the north side of the Ritz Carlton PUD being unsightly due to vehicles and car haulers regularly parking along the shoulder of the road. Staff had suggested that the applicant look at ways to improve the appearance along the shoulder of the road by discouraging parking or stabilizing the shoulder. The applicant reached out to James Peters from Palm Beach County Department of Engineering and Public Works who indicated that the County is not supportive of improvements that encourage parking along Frederick Small Road.

Staff has provided the table below that summarizes the public benefits that have been provided in the past for the PUD and subsequent amendments:

Table 4: History of public benefits

Ordinance	Application	Approved Public Benefits
Ord 54-00	Original PUD approval	Construct an eight (8.0') foot wide sidewalk from Alternate A-1-A to the main entrance on Donald Ross Road (+/- 2,500 linear feet), and construct 8.0' sidewalks along the south side of Fredrick Small Road and along Alternate A-1-A (exceeding the minimum width requirement by four (4.0') feet)
Ord 54-00	Original PUD approval	Construct only 133 units, which is substantially less than the 1,481 units approved Install a sixty five (65.0') foot wide buffer adjacent to Donald Ross Road and Alternate A-1-A and a twenty-five (25.0') foot buffer adjacent to Frederick Small Road in the original DRI development order
Ord 54-00	Original PUD approval	Grant an easement (approximately 6,500 square feet) to the Town for a pedestrian area and Town identification sign at the northeast corner of Donald Ross Road and Alternate A-1-A; and
Ord 54-00	Original PUD approval	Provide additional area to the south of the bald eagles nest in order to ensure less intrusion on the eagle's nesting area (This public benefit was removed when the Lots 1 and 2 were created in Pod A)

Ordinance	Application	Approved Public Benefits
Ord 51-08	Allow a guest cottage on Lot 15 of Pod B	Contribute \$7,500 towards a bus shelter
Ord 2-09	Allow interval ownership in Pod D and up to 16 property interests in Villa unit numbers 208, 212, 214, 640 and 644 in Pods A and D; and to allow units in Pods A, D and E, to be owned in a land trust	Contribute \$15,000 to the Town for the Town's use towards a bus shelter or other public purposes deemed appropriate by the Town Council.
Ord 13-10	Amend PUD to waive a minimum three foot driveway side setback on a portion of Pod A	Contribute \$5,000 towards trees and other landscaping to be used in a public park owned by the Town, and as approved by the Department and the Director of Parks and Recreation (associated with waiver to driveway setback).
Ord 9-23	Amend PUD to allow a guest cottage on Lots 1 and 2 of replat 2 of Pod A	Contribute \$10,000 to the Town for the Town's use toward the funding for the design and construction of Town Green as part of the construction of the new Town Hall.

Traffic. The proposed application is in conformance with the Town's traffic performance standards. The proposed guest cottage does not add any new trips since the proposed guest cottage was viewed as accessory to a single-family dwelling unit in the traffic statement (see Attachment B).

Site Plan Criteria.

Section 27-175, contains minimum criteria for review of all site plan applications processed. Upon review of the 12 criteria in Section 27-175, staff finds that the Applicant has 11 of the 12 criteria. The criterion that is not satisfied is:

3. Is the application consistent with all applicable land development regulations and all other portions of the Jupiter Town Code.

If the waiver is approved by the Town Council, staff has provided conditions of approval for the following code section that will ensure that the proposed guest cottage is in compliance and requiring the applicant to provide the public benefit.

- 1) Section 27-1323 entitled "Use regulations"

Attachments:

Attachment A – Statement of use

Attachment B – Traffic statement

Attachment C – Policy regarding accessory uses (February 18, 1994)

* Please contact Peter Meyer at peterm@jupiter.fl.us or 561-741-2691 in order to obtain a copy of the proposed plans or any attachments.

File Path: V:\PlanningZoning\Staff\WP51\Signature - TC\2024\Dec 17, 2024\Ritz Carlton guest cottage (Peter)\Staff Report_TC.docx December 5, 2024



1 inch equals 200 feet

0 75 150 Feet

Map Document:
(F:\Projects Active\23-0501 1325 S. US Hwy. 1\Maps and Graphics\ArcMap_Projects)
mnw 01/09/2024

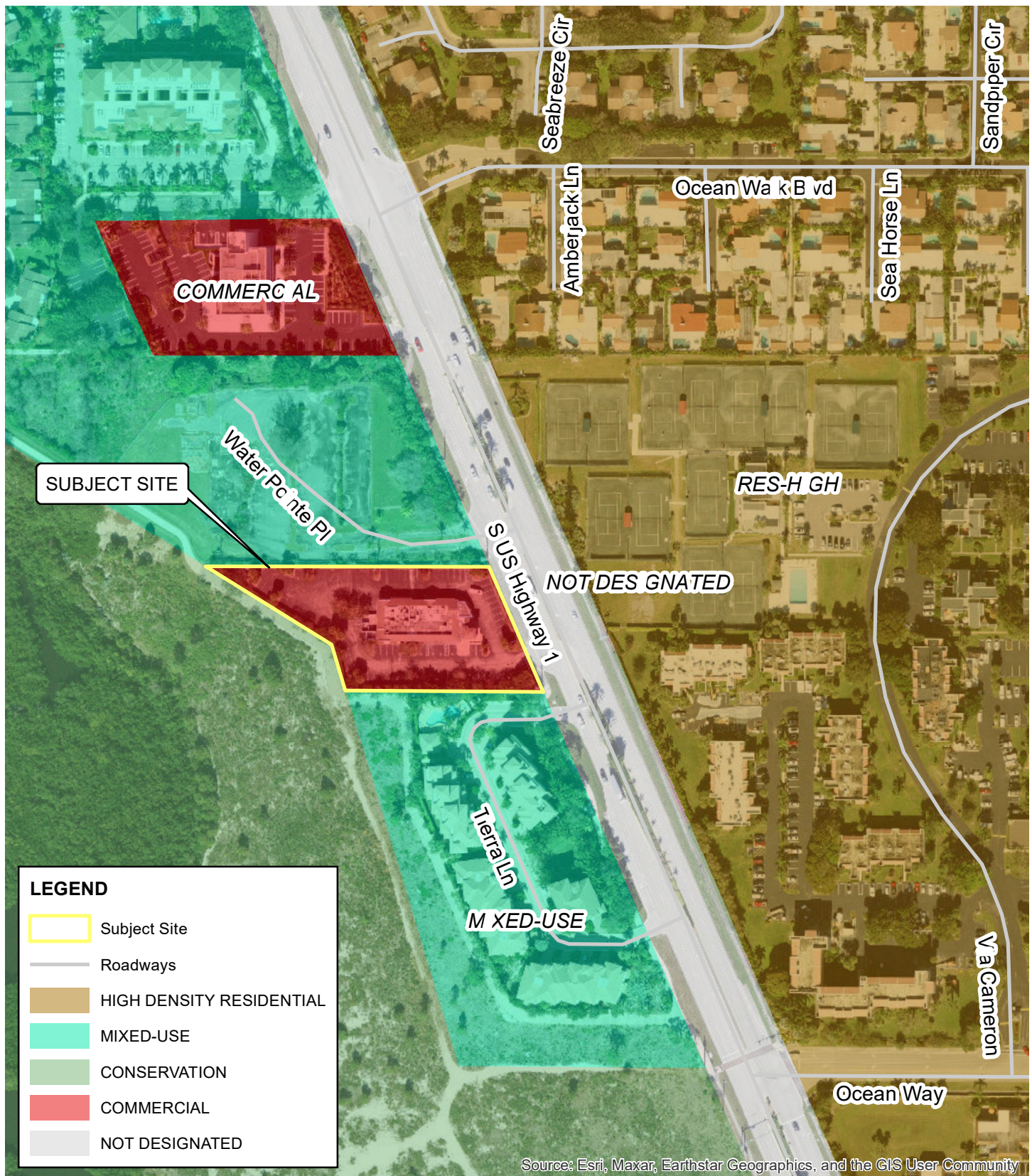
US-1 Medical Office Aerial Location Map

Jupiter, Florida



**Cotleur &
Hearing**

1934 Commerce Lane • Suite 1 • Jupiter, FL • 33458
561.747.6336 • 561.747.1377



1 inch equals 200 feet

0 75 150 Feet

Map Document:
(F:\Projects Active\23-0501 1325 S. US Hwy. 1\Maps and Graphics\ArcMap_Projects)
mnw 01/09/2024

US-1 Medical Office

Existing Future Land Use Map

Jupiter, Florida



Cotleur & Hearing

1934 Commerce Lane • Suite 1 • Jupiter, FL • 33458
561.747.6336 • 561.747.1377



1 inch equals 200 feet

0 75 150 Feet

Map Document:
(F:\Projects Active\23-0501 1325 S. US Hwy. 1\Maps and Graphics\ArcMap_Projects)
mnw 01/09/2024

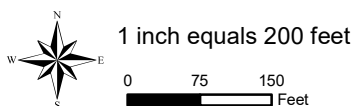
US-1 Medical Office Existing Zoning Map

Jupiter, Florida



**Cotleur &
Hearing**

1934 Commerce Lane • Suite 1 • Jupiter, FL • 33458
561.747.6336 • 561.747.1377



US-1 Medical Office **Proposed Zoning Map** **Jupiter, Florida**

Cotleur & Hearing
 1934 Commerce Lane • Suite 1 • Jupiter, FL • 33458
 561.747.6336 • 561.747.1377

Map Document:
 (F:\Projects Active\23-0501 1325 S. US Hwy. 1\Maps and Graphics\ArcMap_Projects)
 mnw 01/09/2024

US-1 Medical Office

Rezoning

Justification Statement

June 28, 2024

INTRODUCTION

On behalf of the property owner and the applicant, please accept this as our formal request for rezoning approval for a property located at 1352 S US Highway 1, Jupiter, Florida 33477. The subject property is zoned as Commercial Office (C-3) and the Future Land Use is Commercial. The property sits within the US 1 Intracoastal Waterway Corridor in the Mixed-Use Residential Sector, as such, a rezoning is being requested concurrently with the site plan application. The structure that currently exists on the property is a vacant restaurant. The property is bordered by mixed use residential properties and the Jupiter Ridge Natural Area.

Applicant/ Owner

Tavern Gardens, LLC
2614 Buford Highway NE
Atlanta, GA 30324

Agent

Coteleur & Hearing
George Missimer / Donaldson Hearing
1934 Commerce Lane, Suite 1
Jupiter, FL 33458
dhearing@coteleur-hearing.com
gmissimer@coteleur-hearing.com

Table 1: Property Summary Information

PROPERTY CONTROL NUMBER (PCN)	ADDRESS	PROPERTY SIZE (AC)	FUTURE LAND USE	ZONING
30-43-41-08-00-003-0013	1352 S US Highway 1, Jupiter, Florida 33477	1.34	Commercial	C3 Commercial, Office

Table 2: Adjacent Property Land Uses and Zoning

	FUTURE LAND USE	ZONING	LAND USE
NORTH	Mixed Use	MXR Mixed Use Residential	Vacant
EAST	S US Highway 1	S US Highway 1	S US Highway 1
SOUTH	Mixed Use	MXR Mixed Use Residential	Condominiums
WEST	Conservation	CP Conservation Preservation	Jupiter Ridge Natural Area

REQUEST

The subject property is approximately 1.34 acres and is currently zoned C-3 Commercial Office. Due to the property being located directly along the Intracoastal Waterway and the planned Jupiter Riverwalk, the property is required to be rezoned to the US-1/Intracoastal Waterway Corridor, Mixed-Use Residential subdistrict. A separate site plan application has been submitted for the project. The Applicant and property owner is proposing to construct a medical office building on the subject parcel. The development of land within the US-1/Intracoastal Waterway, Mixed Use Residential Subdistrict is permitted to be 100% commercial so long as the parcel is less than 5 acres.

Criteria

In addition to the applicable requirements of the Florida Statutes, the following criteria outlined in Sec. 27-178 shall apply to all application which propose to change the Town's future land use or zoning map:

(1) The proposed map amendment shall be consistent with the goals, objectives, and policies of the town comprehensive plan.

Response: The zoning and land use district proposed within this application process are compatible with the surrounding development and align with the policies set forth in the Future Land Use Element of the comprehensive plan.

(2) The proposed map amendment shall be consistent with the established land uses of surrounding properties or land use patterns.

Response: As previously mentioned, the proposed zoning district and future land use designation align with the surrounding development and uses. More specifically the site is positioned adjacent to two parcels that have a zoning designation of Mixed Use Residential with adequate landscape screening to the north and south. Along with a major roadway in US1 to the east.

(3) The proposed map amendment shall not create an isolated land use designation or zoning district unrelated to the adjacent and nearby designations or districts.

Response: The proposed zoning district and future land use designation has been carefully considered to remain consistent with surrounding districts. Both parcels adjacently north and south have the same zoning district as proposed of US1/MXR.

(4) The application is necessary because of changed or changing conditions, including, but not limited to, changing demographic trends, annexation, or public service needs.

Response: The applicant is proposing a future land use and zoning change necessary to accommodate a site plan application which will propose a medical office building on the site.

Land Use Compatibility

The ICW Mixed Use Residential Subdistrict allows for a range of residential, commercial, and public uses. The permitted uses on the subject site under the existing Commercial Land Use designation will be limited to the commercial uses listed in section 27-1484 of the Town's Code of Ordinances. The proposed zoning district is consistent with the current Future Land Use (FLU) designation so long as only

those uses permitted by that FLU occur on the subject site. Therefore, no residential development will be permitted with this rezoning. The rezoning will increase consistency with the surrounding zoning districts and future land uses but will effectively provide a mix of uses in the area, that otherwise consists solely of uses that are residential or accessory to residential in nature. The proposed rezoning meets the intent of the ICW Corridor.

Conclusion

On behalf of the applicant, Jupiter Land LLC, please accept this as our formal request for rezoning approval for a property located within the boundary of the Town of Jupiter. The subject property is approximately 1.34 acres and is located along the Intracoastal Waterway and US Highway 1. The applicant is proposing to construct a medical office building on the property and develop the site under the guidance of the US-1/Intracoastal Waterway Zoning District regulations and the Mixed-Use Residential Sub-district.

Objective 1.9 The Town shall continue to maintain land development regulations for the U. S. Highway One/ Intracoastal Waterway corridor to ensure that new development and any redevelopment emphasizes and enhances the proximity of the Intracoastal Waterway and the Jupiter Inlet including the provision of public access, through the components of a riverwalk corridor and a scenic corridor. All properties located in the U.S. Highway One/Intracoastal Waterway Corridor, as depicted on the Future Land Use Map, shall be developed consistent with the objectives and policies for the corridor, and the corresponding sectors.

Policy 1.9.1 The U.S. Highway One/Intracoastal Waterway Corridor shall be established, as depicted on the Future Land Use Map, with the following planning sectors and components:

- a) U.S. Highway One Mixed Use Residential sector;
- b) Waterway, Commercial and Entertainment sector;
- c) Inlet Village sector;
- d) Riverwalk Corridor Component; and,
- e) Scenic Corridor Component.

Policy 1.9.3 Properties developing with a mixture of residential and commercial uses shall be permitted to develop with a Mixed Use land use designation and a Planned Unit Development, Commercial zoning classification pursuant to the Town's existing Land Development Regulations.

Policy 1.9.4 U. S. Highway One Mixed Use Residential sector shall emphasize residential and accessory activities, as well as also allow for commercial properties that are limited in nature and are deemed to be compatible with residential development. Further, all uses and properties within this sector shall be linked by the Riverwalk and Scenic Corridor components. Commercial uses are to be located where nonresidential uses have already been established by prior development approval, thereby, enhancing the opportunity for the citizens to obtain access and enjoy the natural resources of the region.

Policy 1.9.5 Maintain land development regulations for the U. S. Highway One Mixed Use Residential sector as follows:

- a) where feasible, provide for a public accessible walkway along the Intracoastal Waterway, including elements of pedestrian amenities thereby, encouraging non automobile traffic in between the planning sectors;
- b) provide for vistas of the Intracoastal Waterway from U. S. Highway One and from within the sectors of the development;
- c) strip and auto oriented commercial uses (i.e., drive-through facilities, corner retail and gas stations, etc.) shall be prohibited;
- d) the maximum density for residential uses shall be 6 units per acre as per the mixed use land use. The Town Council may grant a density bonus of up to 15 du/acre, based upon the following:
 - 1) Riverwalk land acreage designated above the minimum;
 - 2) The adequacy and enhancement of public access onto the Riverwalk;
 - 3) Extent of public amenities provided; and,
 - 4) Significant enhancements to the land area and landscape/planting materials of the buffer from non residential uses incorporated within the site design.

- e) Based upon the following, existing, partially developed commercial sites may either continue the development pattern established by prior development approval or may introduce limited residential uses where there will be compatibility of land uses and potential conflicts cannot occur:
 - 1) all development over 5 acres may be allowed a maximum of 30% commercial uses and a minimum 50% of residential uses based on the quantity and quality of the project being developed and the "Mixed Use" land use; and,
 - 2) all development less than 5 acres may be allowed 100% commercial uses.
- f) use of a coastal vernacular style of architecture (characterized by building design which incorporates the architectural techniques and features from the following architectural features: stick, shingle, Mediterranean, Craftsman, or Florida Cracker styles).
- g) provide public open spaces and public squares within developments to encourage the orientation towards the waterways.

Policy 1.9.8 The Town shall continue to require development to be oriented toward the Intracoastal Waterway, Riverwalk, Jupiter Lighthouse, and the Jupiter Inlet including provisions allowing for: variable setbacks, landscaping, parking regulations; clustering structures to form public open space; providing opportunities for open vistas of the waterways; developing a point of interest at the terminus along the Riverwalk; providing for access and support amenities to the Riverwalk Corridor such as; screening; sign placement and type; providing for special design treatments: providing for street furniture, lighting and providing for amenities, such as: balconies, porches, and awnings; providing for a system of entry statements which identify the U. S. Highway One Corridor.

Policy 1.9.9 The Town shall maintain an incentive program of density bonuses for residential uses and intensity bonuses for commercial uses within the U. S. Highway One Corridor for those developments which provide enhanced amenities within the site design to promote pedestrian oriented plazas and encourage appropriate intensive commercial and entertainment uses at intersections along U. S. Highway One and the Intracoastal Waterway.



502 BALD EAGLE DRIVE
at
The Ritz Carlton PUD

Jupiter Town Council
Meeting
December 17, 2024

REQUEST

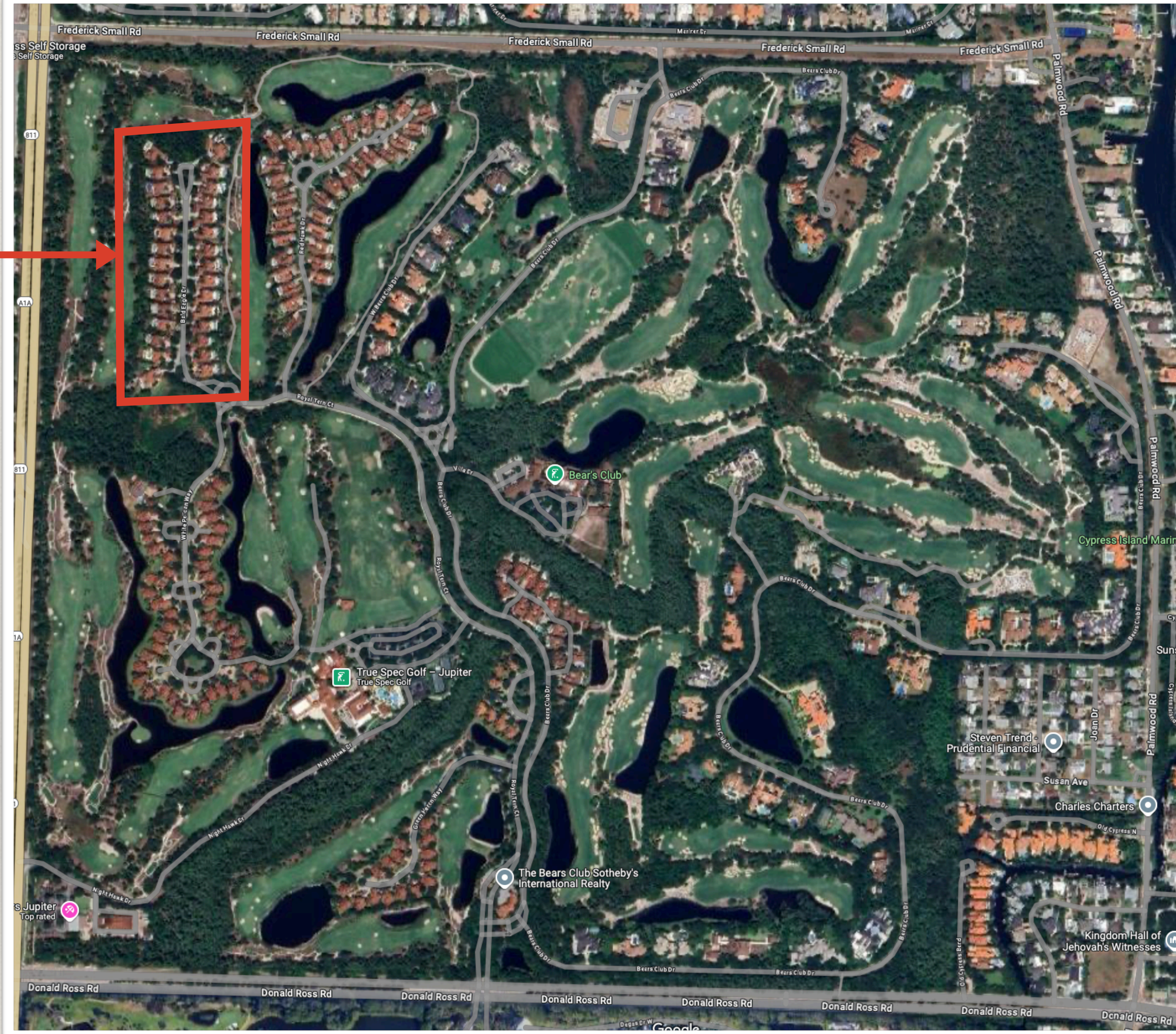
PUD Request with One Waiver

- ❖ Amend Ritz-Carlton Golf Club PUD to allow a Guest Cottage at residence located at 502 Bald Eagle Drive;
- ❖ Subject site located within POD 'B' of development;
- ❖ Proposed Guest Cottage is located above existing detached Garage with proposed Garage addition.



POD B →

ALTERNATE A1A



DONALD ROSS RD.



- ❖ 284 ± acres (PUD total)
- ❖ Zoning = Single-Family Residential (R-1)
- ❖ Future Land Use = Low Density Residential (R-1)
- ❖ 0.60 ± acres (subject property)



ARCHITECT
STERGAS & ASSOCIATES, AIA
architecture • interior design • planning

502 BALD EAGLE DRIVE

LOCATION - POD 'B', LOT 30 (0.60 acres)



HISTORY

- ❖ Between 1994 and 2005 Guest Cottages were permitted to be constructed on Single-Family lots as an ‘accessory use’ throughout the Town of Jupiter; however this was abandoned after complaints of Guest Cottages being used as rental units;
- ❖ Bear’s Club has amended their PUD to allow for Guest Cottages;
- ❖ Admirals Cove and other PUD’s have provisions within their development approvals to allow for detached Guest Cottages;
- ❖ Ritz-Carlton Golf Club has also granted waivers to allow Guest Cottages within POD ‘B’ at Lot 15A (531 Bald Eagle Drive) via Ord# 51-08 and within POD ‘A’ at Lot 1 & 2 (612 White Pelican Way) via Ord# 9-23



GUEST COTTAGE

Definition: Living quarters within a detached accessory building located on the same premises as the main building to be used exclusively for housing members of the family occupying the main building, or their non-paying guests; such quarters having no kitchen facilities and not to be rented or otherwise used as a separate dwelling.



GUEST COTTAGE

Also, Guest Cottages are:

- ❖ To be incidental and subordinate to the principal dwelling and on the same lot;
- ❖ Not to exceed height of existing principal dwelling;
- ❖ Not to exceed 35% of the gross area of the principle dwelling;
- ❖ Not to exceed 35% lot coverage (including all other structures on lot).



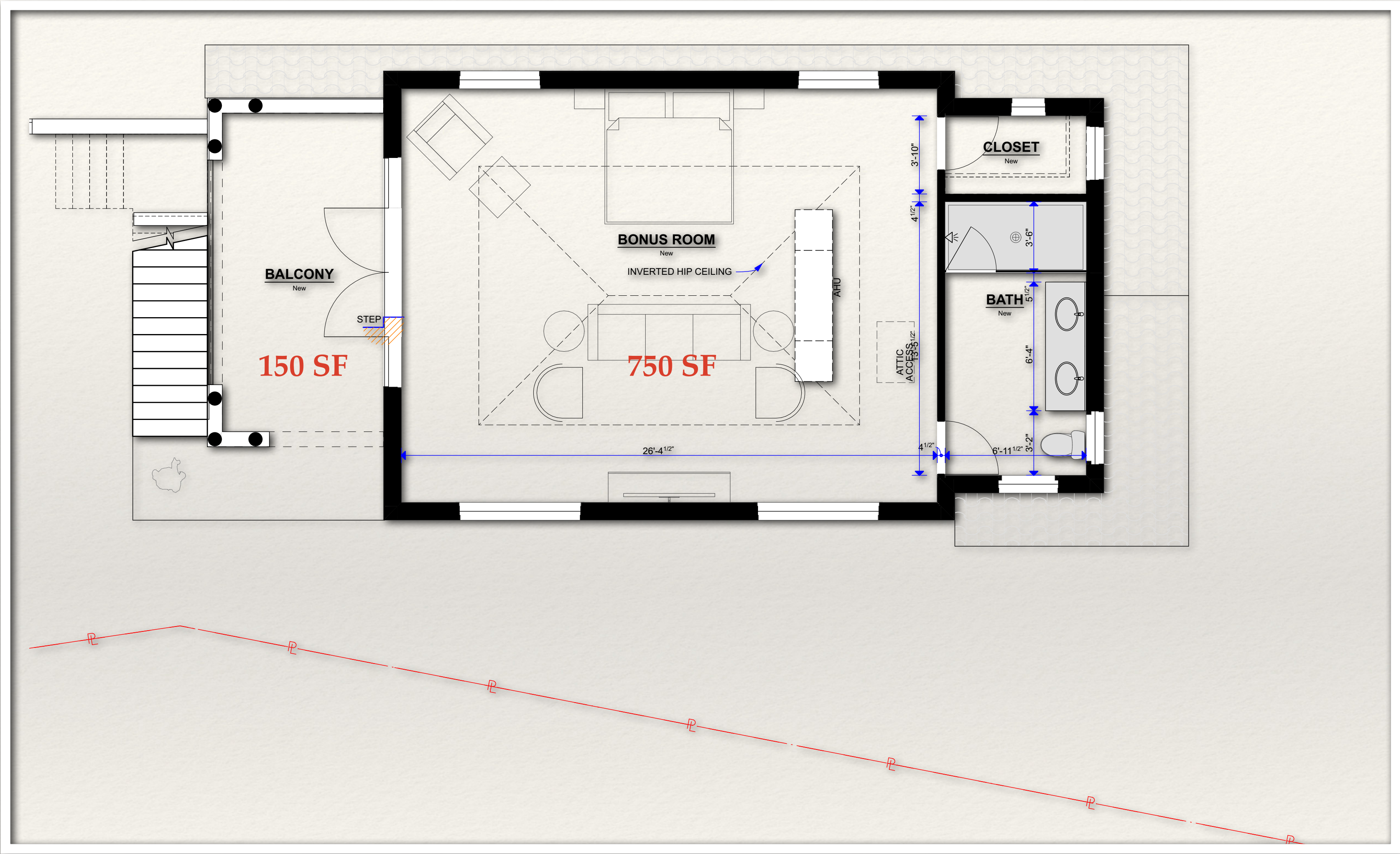
LOCATION - LOT 30 (0.60 acres)



PROPOSED SITE PLAN



PROPOSED UPPER LEVEL GUEST COTTAGE FLOOR PLAN



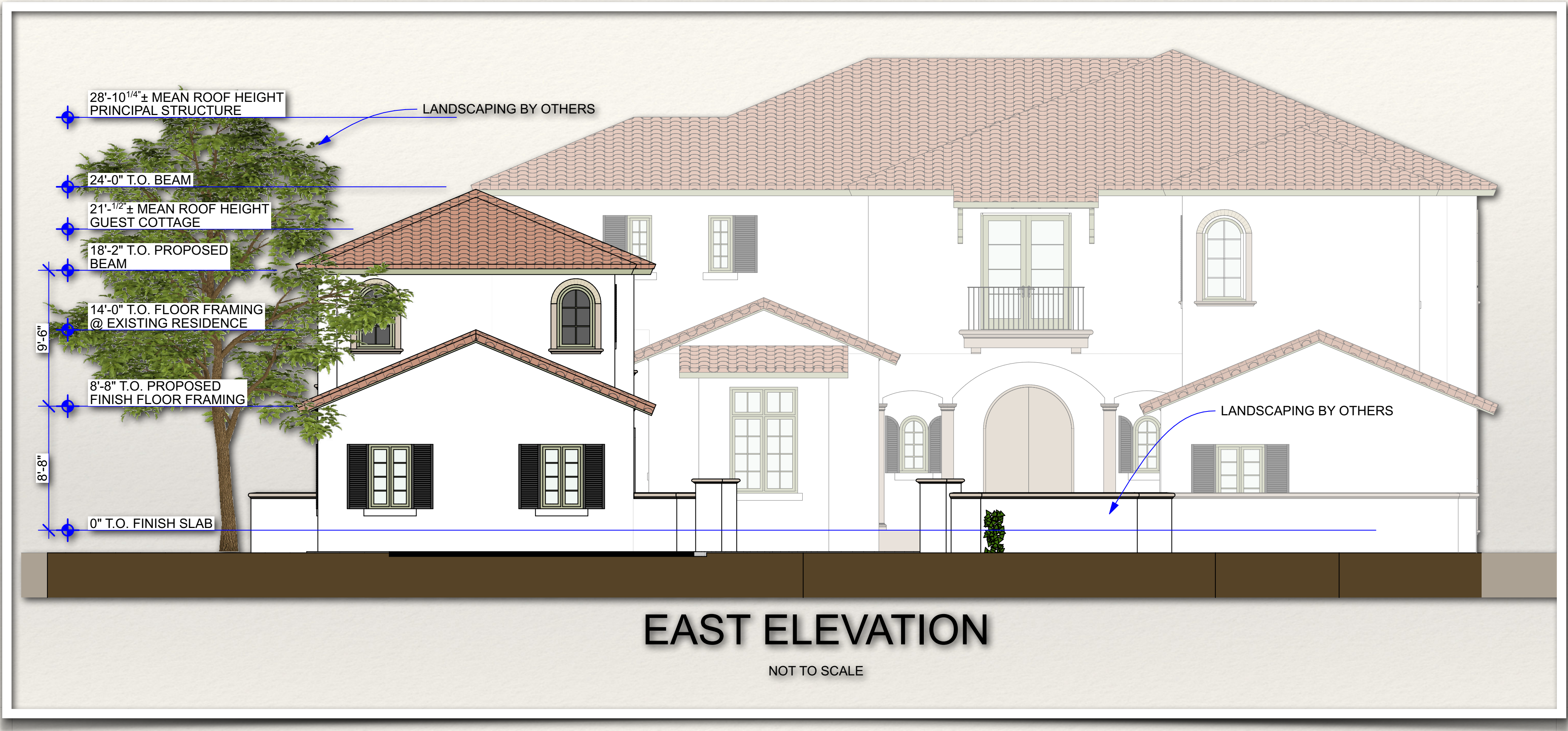
GUEST COTTAGE

- ❖ Principal Structure
 - ❖ 8,143 SQ. FT. [(3,897 SF 1st Floor A / C + 3,718 SF 2nd Floor A / C + 528 SF attached Garage) No change to existing principal structure)
- ❖ Detached Structure including existing Garage, proposed additional Garage Bay, and proposed Guest Cottage
 - ❖ 1,814 SQ. FT. (528 SF Existing detached Garage + 528 SF Proposed Garage addition + 758 SF 2nd Floor Proposed Guest Cottage)
- ❖ 22% of Principal Structure

Note: All square footage are gross / to outside of exterior walls



PROPOSED ELEVATION



ARCHITECT
STERGAS & ASSOCIATES, AIA
architecture • interior design • planning

Member of the American Institute of Architects

502 BALD EAGLE DRIVE

WAIVER REQUEST

WAIVER (CODE SECTION)	ALLOWED	PROPOSED
Dwelling Unit Type (Section 37-1323)	Single Family Dwelling in R-1	Guest Cottage

- ❖ Waiver Request to allow different type of dwelling unit in PUD
 - ❖ R-1 currently only allows for single family dwellings, Owner proposes Guest Cottage
- ❖ Historical precedent exists within POD 'B' at Lot 15A (531 Bald Eagle Drive) via Ord# 51-08 and within POD 'A' at Lot 1 & 2 (612 White Pelican Way) via Ord# 9-23



PUBLIC BENEFIT

As Public Benefit for granting the waiver to the PUD to allow a Guest Cottage:

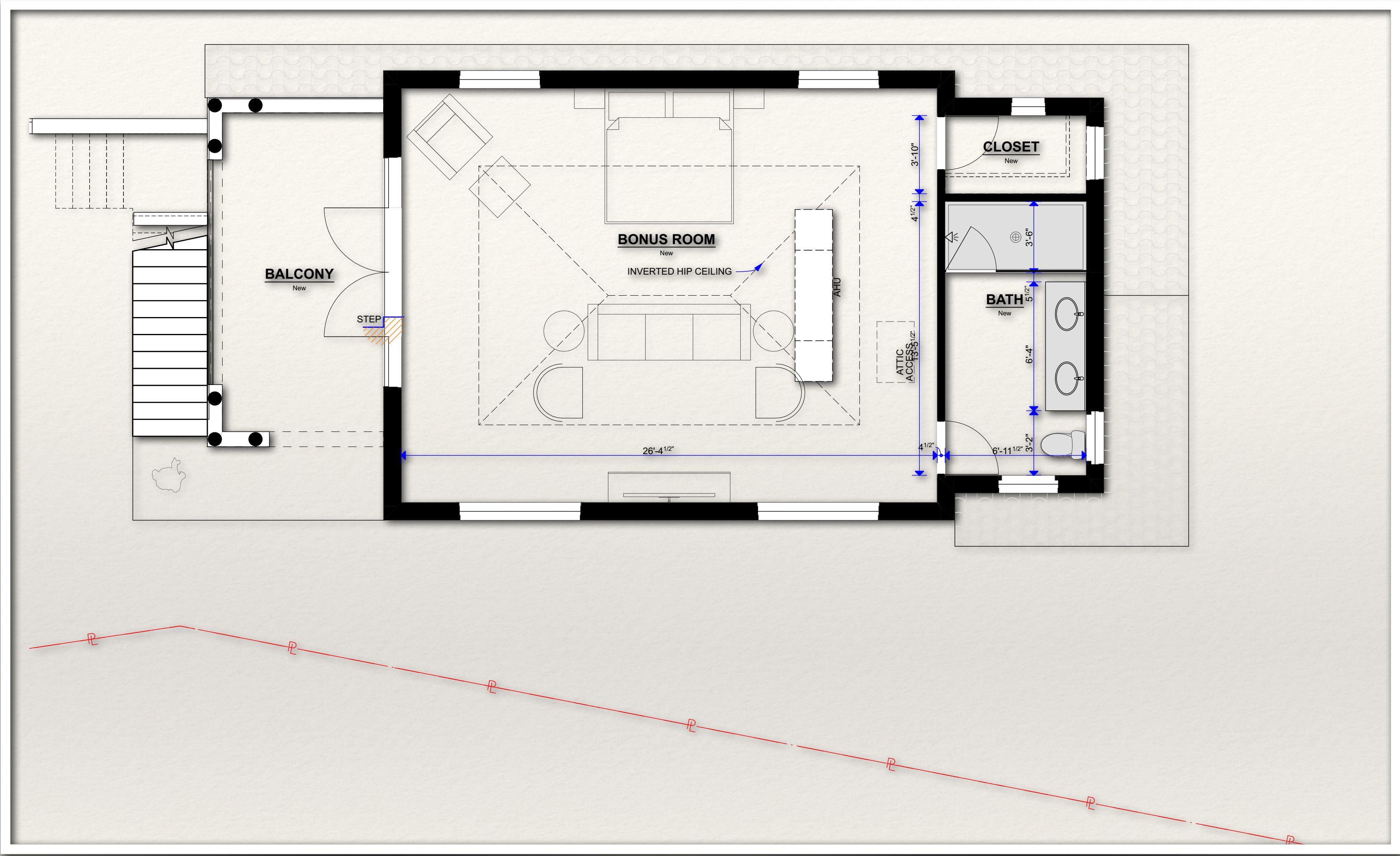
- ❖ Owner offers to donate \$10,000 to the Town to be used towards funding upgrades to Town Parks, such as the incorporation of splash pads;
- ❖ As a reference, previous waiver requests for Guest Cottages donated \$10,000 (2023 toward design & construction of Town Green) and \$7,500 (2009 toward Bus Shelter)



CONCLUSION

- ❖ Request proposes a PUD amendment to the Ritz-Carlton Golf Club and Spa to allow a guest cottage on the property located at 502 Bald Eagle Drive, Lot 50, POD 'B';
- ❖ Wavier is limited to lot 50;
- ❖ Received approval from the Trump National ARB (Architectural Review Board);
- ❖ Similar requests have been approved in POD 'A' and POD 'B';
- ❖ Owner to provide Public Benefit that will aid in the upgrading of the Town Parks, such as splash pads;
- ❖ Owner acknowledges and accepts staff Conditions of Approval





TOWN OF JUPITER
Community Redevelopment Agency (CRA) Plan 2024 Update



DATE	December 17, 2024
TO	Honorable Mayor and Members of Town Council
THRU	Frank Kitzerow, Town Manager
FROM	John Sickler, Director of Planning and Zoning
SUBJECT	Consideration of a resolution to approve the CRA Plan 2024 Update

EXECUTIVE SUMMARY

Consideration of a resolution (Attachment 1) to approve the Community Redevelopment Agency (CRA) Plan 2024 Update, which is a 2024-2025 Strategic Initiative.

ANALYSIS

The Treasure Coast Regional Planning Council staff, in collaboration with Town staff, has prepared the proposed CRA Plan 2024 Update, after a series of public hearings and public outreach efforts. The current CRA Plan was last updated in 2012. The proposed update has been amended to align with the Town Council's FY 2024-2025 Strategic Initiatives, policy and statutory changes, and potential capital investment projects and programs. As the Town's CRA is scheduled to expire by 2034, it is important to focus on how to utilize the anticipated tax increment financing (approximately \$27M) to accomplish the goals of the CRA.

The proposed Plan Update (Exhibit A of the resolution) has been prepared to replace the 2012 CRA Plan, which is provided as Appendix B to the plan. It maintains the supporting documents (e.g., legal description, finding of necessity, relevant resolutions and ordinances) in Appendices A-E. The proposed CRA Plan update is the product of numerous stakeholder meetings, including residents, business and property owners, intergovernmental agencies, two public CRA workshops, and more than 25 staff meetings. The Community Redevelopment Agency reviewed the draft CRA Plan Update at a September 11th CRA Workshop.

Community Redevelopment Agency (CRA) Recommendation

At its December 3, 2024 meeting, the CRA approved Resolution No. CRA 6-24 (Attachment 2) by a unanimous vote (5-0) to recommend that the Town Council approve the update, as amended to revise the Summary of Projected Costs of Redevelopment table (page 119) to add a note that the costs in the table exclude land costs.

Since the CRA meeting, the CRA Plan Update was also amended to update the Tax Increment Revenues section (pages 114 and 115) to include two tables that were presented at CRA meeting, and to finalize the meeting dates on page 15.

Planning and Zoning Commission Recommendation

At its November 12, 2024 meeting, the Planning and Zoning Commission acting as the Local Planning Agency found the Community Redevelopment Agency (CRA) Plan amendments to be consistent with the Comprehensive Plan by a unanimous vote (6-0).

There was general consensus among the Commission that parking in the CRA remained a concern in the Inlet Village, especially at night. One commissioner stated that a parking garage should be kept on the radar as a viable option, and another stated that a garage could be done, if it was aesthetic and did not look like a typical garage. Other key items discussed included: the importance of completing the Riverwalk and filling the missing links, and marine restoration on public and private lands. Several Commissioners commented on the number of CRA accomplishments and the thoroughness and readability of the Plan.

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

STRATEGIC PRIORITY

- Manage Growth

ATTACHMENTS

1. Proposed Resolution 126-24
2. Adopted Resolution No. CRA 6-24 (without attachments)
3. Local Planning Agency Staff Report, dated November 5, 2024 (without attachments)
4. Public Comments
5. Presentation

FUNDING SOURCE

X	Approved in Budget for TCRPC services	\$84,700	Sources: CRA Operating budget
	Additional Funding Requested	\$0	Sources:

For more information or to request attachments, please contact Stephanie Thoburn at Stepht@jupiter.fl.us

RESOLUTION NO. 126-24

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF JUPITER, FLORIDA, ADOPTING AMENDMENTS TO THE TOWN OF JUPITER'S COMMUNITY REDEVELOPMENT PLAN; REVISING ITS MAPS; PROVIDING FOR ADDITIONAL REDEVELOPMENT STRATEGIES TO REFLECT CHANGING CONDITIONS AND COMMUNITY OBJECTIVES; PROVIDING FOR CERTAIN PROJECTED COSTS ASSOCIATED WITH THE REDEVELOPMENT PLAN; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Jupiter, Florida (Town) is a municipal corporation of the State of Florida with such power and authority as has been conferred upon it by the Florida Constitution and Chapter 166, Florida Statutes; and

WHEREAS, the Town has created a Community Redevelopment Agency (CRA) pursuant to Chapter 163, Part III, Florida Statutes (the Act); and

WHEREAS, the Act empowers and authorizes the Town to amend its CRA Plan following a recommendation of the CRA's Board of Commissioners; and

WHEREAS, the CRA entered into an interlocal agreement with the Treasure Coast Regional Planning Council (TCRPC) whereby the TCRPC agreed to evaluate the existing conditions within the CRA, to conduct public outreach, and based upon its evaluation of the same, to develop amendments to update the CRA Plan; and

WHEREAS, the Town has notified Palm Beach County and other relevant agencies of the proposed CRA Plan amendments, the dates public hearing on the updated plan will be considered, and provided copies to relevant entities for their review and comment; and

WHEREAS, Town's Planning & Zoning staff and the TCRPC recommend the amendments to the CRA's Plan; and

WHEREAS, the Town's Local Planning Agency (aka Planning and Zoning Commission) has reviewed the proposed CRA Plan amendments and found them to be

consistent with the Town's Comprehensive Plan; and

WHEREAS, the CRA's Board of Commissioners, through its Resolution No. CRA 6-24, has recommended approval of the proposed amendments to the CRA Plan; and

WHEREAS, the Town Council finds that it is in the best interest of its residents and visitors to amend the CRA Plan to reflect changing conditions and community objectives; and

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

SECTION 1. The whereas clauses are true and correct and are incorporated herein.

SECTION 2. Pursuant to and in accordance with the provisions of of Chapter 163, Part III, Florida Statutes, the Town Council hereby amends the CRA Plan to reflect changing conditions and community objectives and to provide certain projected costs associated with the redevelopment plan. A copy of the revised CRA Plan is attached hereto and incorporated herein as **Exhibit "A"**.

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

Attachments:

Exhibit "A" – CRA Community Redevelopment Plan

#5898418 v1 26503-00001



COMMUNITY REDEVELOPMENT PLAN

ADOPTED
12-17-2024

PREPARED FOR



— TOWN OF —
JUPITER
COMMUNITY
REDEVELOPMENT AGENCY

CRA BOARD OF COMMISSIONERS

JIM KURETSKI, CHAIRMAN
MALISE SUNDSTROM , VICE-CHAIR
RON DELANEY, COMMISSIONER
ANDY FORE, COMMISSIONER
CAMERON MAY, COMMISSIONER

STAFF

FRANK J. KITZEROW, TOWN MANAGER / CRA EXECUTIVE DIRECTOR
KATE MORETTO, ASSISTANT TOWN MANAGER
JOHN SICKLER, DIRECTOR OF PLANNING & ZONING
STEPHANIE THOBURN, ASSISTANT DIRECTOR OF PLANNING & ZONING
SCOTT REYNOLDS, FINANCE DIRECTOR
THOMAS HERNANDEZ, ENGINEERING AND PUBLIC WORKS DIRECTOR

PREPARED BY



ABBREVIATIONS & TERMS COMMONLY USED IN THIS REPORT:

CRA.....	Community Redevelopment Agency
CRA Area	that area included within the boundaries of the Community Redevelopment Agency
FDEP	Florida Department of Environmental Protection
EPA	Environmental Protection Agency
FHWA.....	Federal Highway Administration
FDEP	Florida Department of Environmental Protection
FDOT	Florida Department of Transportation
FIND.....	Florida Inland Navigational District
F.S.	Florida Statutes
IOZ	Indiantown Overlay Zone
MSBU.....	Municipal Benefit Units
LWLI.....	Palm Beach County's Lake Worth Lagoon Initiative
TPA	Palm Beach Transportation Planning Agency
SFWMD.....	South Florida Water Management District
TIF	Tax Increment Financing
TCRPC	Treasure Coast Regional Planning Council
US1	U.S. Highway One

Pursuant to the provisions of the Americans With Disabilities Act, any person requiring special accommodations should contact the ADA Coordinator at 561-741-2341. Persons with hearing or speech impairments may contact the Town using the Florida Relay Service 1(800) 955-8771 (TDD) or 1(800) 955-8770 (Voice).

If you use assistive technology (such as a Braille reader, a screen reader, or TTY) and the format of any material within this document interferes with your ability to access information, please contact us at 561-741-2341. To enable us to respond in a manner most helpful to you, please indicate the nature of your accessibility problem, the preferred format in which to receive the material, the web address of the requested material, and your contact information. Users who need accessibility assistance can also contact us by phone through the Federal Information Relay Service at 1-800-877-8339 for TTY/Voice communication.

TABLE OF CONTENTS

I. EXECUTIVE SUMMARY

Introduction	6
Community Redevelopment Agency Overview.....	7
CRA Plan	8
CRA Boundaries	9
CRA Districts	12
2024 CRA Plan Update	14
Public Outreach	15
Summary of CRA Projects & Programs.....	19

II. BACKGROUND CONDITIONS

Purpose, Powers & Duties of the CRA.....	20
Creation of the CRA	21
Powers of the CRA.....	21
The Community Redevelopment Area.....	23
Consistency with Comprehensive Plan.....	23
Florida Legislative Updates	24
History of The Cra	26
Existing Conditions & Challenges.....	33
A. Land Use.....	33
B. Environmental Resources.....	38
C. Mobility & Accessibility	42
D. Parking	43
E. Marine Navigation	45

III. REDEVELOPMENT GOALS & PRIORITIES

Goals & Objectives	46
A. Open Space & Multimodal Connectivity	48
B. Development Type & Intensity	52
C. Residential Development	53
D. Public Parks & Recreation Areas.....	54
E. Transportation & Infrastructure	55
F. Economic Development.....	56
CRA Priorities	57
A. Removal of Slum & Blight	57

B. Neighborhood Stability	58
C. Environmental Quality.....	59
D. Traffic Circulation.....	59
E. Relocation Protections.....	59
F. Availability of Community Services & Facilities	59
G. Effect upon School Population.....	60
H. Physical & Social Quality of the District.....	60
I. Economic Enhancement	60
J. Resiliency	60
K. Community Policing Innovations.....	61

IV. CRA PROJECTS & PROGRAMS

Projects.....	65
A. Environmental Restoration & Enhancement	65
B. Jupiter Riverwalk	67
• Sun Trail Section	
• Inlet Village Section	
• Lighthouse Promenade	
• Oxbow Crossing	
• Piatt Place /Burt Reynolds Park Connections	
C. Piatt Place Improvements	77
D. Mobility Improvements	78
• Complete Street Roadway Improvements	
• Alley/Street Access Improvements	
• Bicycle & Pedestrian Improvements	
• Bikesharing	
• Ridesharing	
• Transit	
• Electric Vehicle Charging Network	
• Launches for Personal Watercraft (e.g., kayaks, paddleboards)	
E. Inlet Village Parking Improvements	88
F. Inlet Village Marina Park Improvements.....	90
G. Wayfinding & Gateways	91

TABLE OF CONTENTS

Programs	93	J. Safeguards To Ensure Financial Accountability	111
A. Property Acquisition	93	K. Safeguards through Retention of Certain Powers by the Town.....	112
B. Site Development & Assistance Program.....	94		
C. Environmental Enhancement Program	95		
• Living Shorelines			
• Habitat Creation & Restoration			
• Enhanced Seawall Repair & Replacement			
• Sustainability & Resiliency Improvements			
D. Parking Program	100		
• Alternative Parking Strategies			
• Shared Parking			
E. Small Business Incentive Program	101		
F. Marine Navigational Assistance	102		
• Derelict Vessel Removal			
• Waterway Surveillance & Enforcement			
G. Accessibility & Circulation Program	104		
• Trolleys/Transit			
• Water Taxis			
H. Community Policing Innovation Program	106		
I. Financial incentives.....	107		
• Small Business Revitalization Program			
V. SAFEGUARDS & ACCOUNTABILITY		VI. IMPLEMENTATION	
A. Land Use Plan.....	108	Program of Regulatory Actions	113
B. Development Controls.....	108	A. Comprehensive Plan.....	113
C. Controls & Restrictions	108	B. Land Development Regulations	113
D. Management Functions	109	C. Other Town Actions.....	113
E. Property Acquisitions.....	109	Sources of Redevelopment Funding & Financing.....	114
F. Property Management.....	110	A. Tax Increment Revenues.....	114
G. Demolition, Clearance, & Site Preparation	110	B. Redevelopment Revenue Bonds	116
H. Property Disposition & Development.....	110	C. General Obligation Bonds.....	116
I. Disposition & Development Document.....	111	D. Special Assessment Districts	116
		E. Industrial Revenue Bonds.....	116
		F. Land Sales/Leases	116
		G. Contributions & Grants	117
		H. Direct Borrowing.....	118
		Projected Costs of Redevelopment.....	118
		APPENDIX	
		CRA Legal Description As established in 2011	120
		Jupiter CRA Plan as Amended (2012).....	126
		Finding of Necessity (2001).....	208
		Jupiter Intracoastal Waterway/US Highway One Corridor Study (1992)	228
		Relevant Resolutions & Ordinances	260

INTRODUCTION

The Town of Jupiter is known for its "uniquely Jupiter" small-town feel and charm. Located along the Loxahatchee River and Atlantic Ocean in northern Palm Beach County, Jupiter is an iconic destination that celebrates its waterfront charm, environmental amenities, historic and cultural resources, and well-planned neighborhoods and districts. To stimulate private investment and remedy deteriorating conditions which had occurred over time, pursuant to the Florida Community Redevelopment Act (Chapter 163, Part III, Florida Statutes), the Town established a Community Redevelopment Agency (CRA) in 2003 and adopted a CRA Plan to guide redevelopment in the area. Encompassing approximately 399 acres, the CRA area includes both upland and submerged lands. The CRA area includes portions of the Intracoastal Waterway, the U.S. Highway One (US1) corridor, the A1A corridor, and the Jupiter Inlet and Inlet Village neighborhoods.

The CRA prioritizes the waterways and marine habitat as valuable resources for both local residents and to attract visitors and investment to the area. The CRA operates within the Town of Jupiter government and is charged with undertaking redevelopment functions within the designated CRA boundaries.

Like a town's Comprehensive Plan, a CRA Plan is a living document. While it is not intended to be regulatory, CRA Plans provide direction for agency efforts and expenditures, and they must be evaluated and amended as needed to accurately reflect changing conditions and community objectives. Per Florida Statutes (F.S.), all public redevelopment activities expressly authorized by the Community Redevelopment Act and funded by tax increment financing (TIF) must be in accordance with a CRA plan approved by the governing body of the CRA.



Figure 1 View of the Jupiter Lighthouse at sunrise.

Since the adoption of the 2003 CRA Plan, the Town's redevelopment efforts have helped stimulate private investment, and Jupiter has welcomed several new residential, commercial, and mixed-use projects. Among the most visible CRA investments are the Jupiter Riverwalk; environmental enhancements; streetscape, infrastructure, and parking improvements; and improved waterfront access. Building on these successes, Jupiter intends to advance new and innovative projects and programs through its CRA to continue to improve and enhance the redevelopment district for existing and future generations.

The Town of Jupiter documented a “Finding of Necessity for the Creation of a Community Redevelopment Agency” by enacting Resolution No. 98-01 on November 6, 2001, which declared the designated area to suffer from slum and blight (Appendix C).

The Town of Jupiter specified the original boundaries of the redevelopment area and created a CRA within the Town of Jupiter by enacting Ordinance No. 60-01 on December 18, 2001 (Appendix A).

Palm Beach County approved the creation of the Jupiter CRA by enacting Resolution No. R-2001-0090.

Subsequently, through Town Resolution 1-12, adopted on April 3, 2012, the Town of Jupiter amended the CRA boundaries to include approximately 2 acres of additional land within the CRA boundary (Appendix D).

COMMUNITY REDEVELOPMENT AGENCY OVERVIEW

This CRA Plan provides the framework for the redevelopment of a specific area within the Town of Jupiter that encompasses portions of the Intracoastal Waterway (ICW), the US1 corridor, the A1A corridor, and the Inlet Village neighborhoods. The area includes both uplands and submerged lands as the CRA considers the waterways and marine environment to be valuable resources for both residents and businesses, and they are foundational for attracting visitors and investment. This plan has been prepared in compliance with the Florida Community Redevelopment Act, §163.330-163.450, F.S., which was enacted in 1969 and amended over time.

As required by statute, the area governed by the Plan is set forth in a legal description of the community redevelopment area and shown on an aerial map. It is within this area the Town of Jupiter intends to accomplish redevelopment through public and private actions that will reduce or ideally eliminate the blighted and sub-standard conditions that have impeded desired and targeted development within the district. Additionally, the CRA is intended to provide a source of continued funding for specific community redevelopment projects including the construction of a “Riverwalk” along the Intracoastal Waterway and Jupiter Inlet; environmental enhancement; protection of unique historic, cultural, and archaeological resources; provision of adequate public parking; establishment of a system of complete streets with supporting multimodal amenities; and other public projects and infrastructure improvements that will contribute to long-term reinvestment in and sustainability of the redevelopment area.

CRA PLAN

As required by Chapter 163, Part III F.S., all public redevelopment activities expressly authorized by the Community Redevelopment Act and funded by tax increment financing must be in accordance with a redevelopment plan that has been approved by the governing body of the CRA. CRA plans are intended to be dynamic documents that are evaluated and amended as needed to maintain consistency with changing conditions, priorities, and community objectives. All redevelopment financed by tax increment revenues shall be completed no later than thirty (30) years following the establishment of the agency unless otherwise determined. The Jupiter CRA Plan provides the framework for projects and activities intended to revitalize and improve conditions within the redevelopment district. The objectives of the Plan are to provide a workable program for the redevelopment of the CRA that is consistent with the priorities as established by the CRA Commission with input from its citizens and property owners. The first CRA Plan was adopted by the Jupiter Town Council in 2008 (Resolution 44-08), and the Plan was amended in 2012.

In 2019, the State Legislature enacted section §163.3755, F.S. which states that all Community Redevelopment Agencies would sunset in 2039 unless an extension to the CRA life is approved beforehand. The first contribution to the Jupiter CRA TIF occurred in FY 2004, and the TIF is anticipated to sunset in 2033, which is 30 years after the creation of the TIF mechanism; however, the CRA may continue forward as deemed appropriate by the CRA Board and Town Council.



Figure 2 Harbourside Place.

CRA BOUNDARIES

The redevelopment area is comprised of approximately 399 acres, including roughly 252 acres of upland and 147 acres of waterways and submerged lands, as indicated in Figure 4. The boundaries of the CRA begin in the south at the Jupiter Ridge Natural Area and continue north, including those properties generally between US1 and the Intracoastal Waterway, including Burt Reynolds Park, Piatt Place, a portion of Jupiter Harbour, A1A, the Inlet Village, and the Shoppes of Jupiter and Jupiter Square Shoppes, which are located on the eastern side of US1 at Indiantown Road. The boundary also includes properties along A1A north to the Intracoastal Waterway/Jupiter Inlet District channel. These waterways and submerged lands were included in the CRA boundary to ensure funding for docks, marinas, and Riverwalk sections along with related improvements that may extend into these waterways.



Figure 3 General location map of the Jupiter CRA boundary.

CRA BOUNDARY

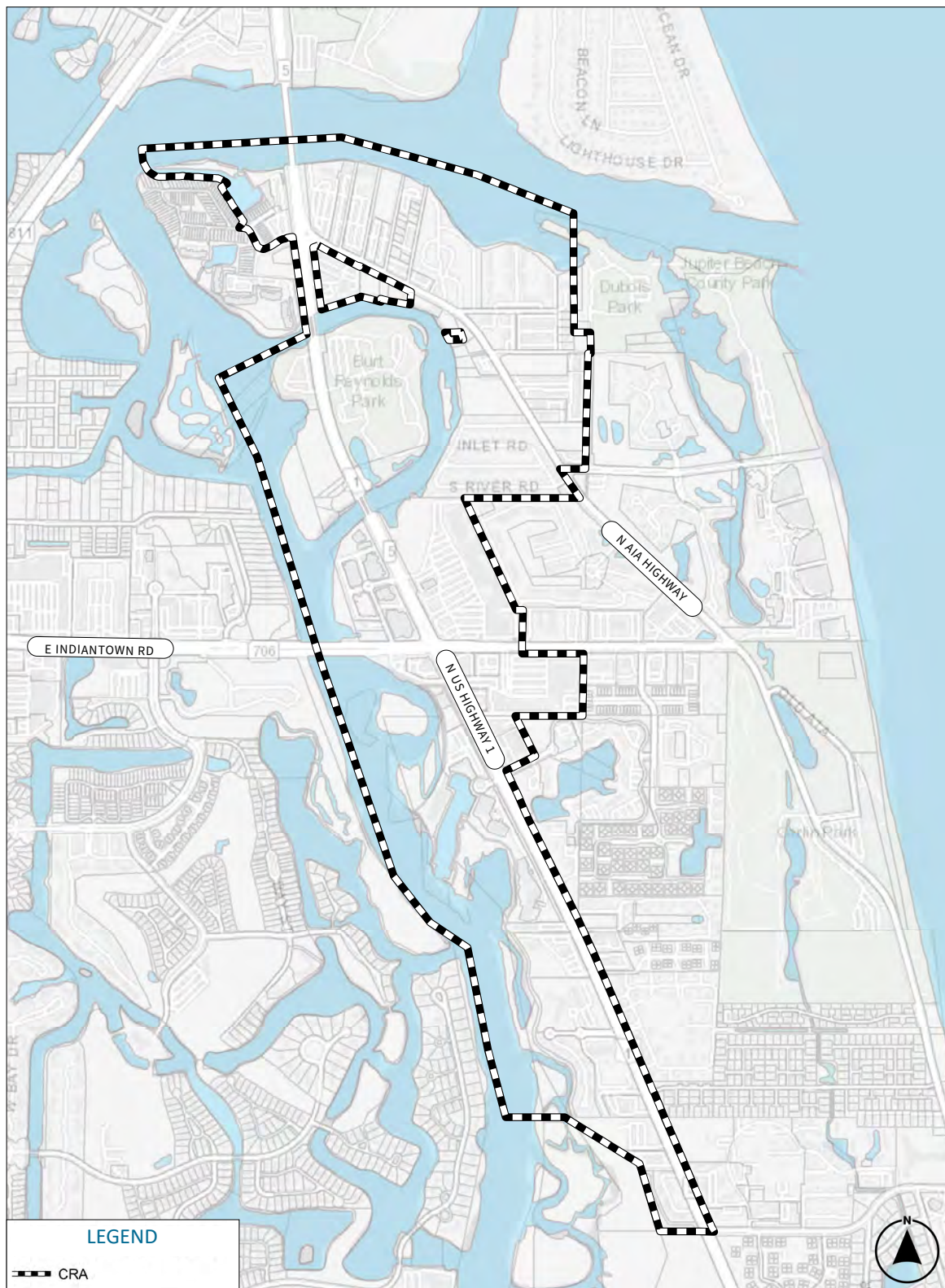


Figure 4 CRA Boundary Map

CRA BOUNDARY



CRA DISTRICTS

THE US1 CORRIDOR

The US1 corridor includes the area from Burt Reynolds Park, both east and west of US1, from the Intracoastal oxbow south along US1 to Ocean Way. This area is mixed-use, with predominately non-residential uses that include the Harbourside project, commercial shopping centers, office buildings, hotels, and multi-family residential development. US1 serves as one of the Town's primary north/south arterial roadways. Although the construction of I-95 to the west drew investment and population away from the corridor, growth patterns along the coast have rebounded. A new Jupiter Federal Bridge, connecting the CRA district north across the Intracoastal Waterway, will be completed in 2025 and contribute to redevelopment effort. The CRA has been instrumental in facilitating an initial wave of redevelopment along the corridor, and continued focus is needed to complete the revitalization of the US1 Corridor.

INLET VILLAGE

Due to its close proximity to the Atlantic Ocean and the Loxahatchee River, the area now referred to as the Inlet Village was a natural draw to early indigenous people and pioneers. As one of the earliest settlements in Palm Beach County, archaeological and historical artifacts have been documented and provide evidence of human inhabitants as early as 3,000 BC, indicating roughly 5,000 years of habitation in the area. The Ais, Jaega, and Jobe Indians are known to have settled along these shorelines. These settlers, as well as the early Europeans (French, Spanish, and English), depended on Jupiter's waterways to survive. The abundance of marine life, fish, and wildlife along with the temperate weather sustained these small waterfront settlements.

In 1860, the federal government commissioned and built the Jupiter Lighthouse that in turn established the settlement that would eventually become the Town of Jupiter. From the mid 1800s to the early 1900s, the Inlet Village area thrived as a small fishing village and was the “port” for goods that were shipped up and down the Atlantic coast. The area around what was once home to the Sperry's of S & H green stamps, later known as the Suni-Sands Mobile Home Park, was a hub of activity. As the village center for the surrounding area, it also included a hotel, store, and church. St. Martin's Episcopal Church, the first in the area, was built in 1899 where the Sperry property is today.

A long wharf served as the “port” where goods were off loaded from the boats and onto the rail cars of the Celestial Railroad, which was also known as the "Jupiter and Lake Worth Railway." The Celestial Railroad was the area's first rail system which ran north and south between Jupiter and Juno Beach.



CRA DISTRICTS

The area was also recognized as a vacation area. Guests from the north visited the Carlin and Dubois houses and hired fishing guides to explore the Loxahatchee River. In the late 1800's, Edwin Hooley built a vacation residence that was later sold to Mr. & Mrs. Sperry. The boat house, which also served as a recreation hall on the second floor, was located on the Suni-Sands property.

In the 1920's, various developers contemplated projects in the Inlet Village area, but the Great Depression put a halt to further development plans. With the construction of the Florida East Coast Railroad and the completion of US1 from Jacksonville south to Miami, the import and export of goods moved away from the Inlet and Ocean and over to these new transportation corridors.

The Inlet Village, which once was a thriving working waterfront and commerce center, slowly became dormant. From the mid 1930s, declining conditions led to a hodgepodge of uses, dead-end streets, aged infrastructure, and non-conforming lot sizes and uses.

Today's Inlet Village has benefited from the CRA's investments in infrastructure, property acquisition, and the facilitation of private development activity. Continued redevelopment investment is needed to complete the revitalization of the area.



Figure 6 Image from the Topside of the Jupiter Lighthouse.

2024 CRA PLAN UPDATE

In May 2023, the Treasure Coast Regional Planning Council (TCRPC) entered into an Interlocal Agreement with the Jupiter CRA to update the CRA Plan. The last CRA Plan update had been completed in 2012, and there was a desire to reassess conditions and update priorities for redevelopment. Extensive analysis of conditions, trends, and opportunities along with public outreach were conducted to inform the updated CRA Plan. The 2024 Plan update identifies projects completed since the inception of the CRA, the status of projects underway, and proposed projects for the future. It should be noted that all maps and images provided in the update 2024 CRA Plan are illustrative only unless otherwise required by statute. The earlier CRA Plan, which contains a wealth of valuable history and reference data, has been moved to Appendix B to streamline the document while retaining the important historical information.

Since 2014, there have been state legislative changes that affect the function and operations of CRAs, with the most notable changes occurring in 2019. This Plan update acknowledges those legislative changes and has been revised accordingly.



Figure 7 Presentation cover from March 2024 CRA Public Workshop.

PUBLIC OUTREACH

An important component of the plan update process was a detailed public engagement component that involved residents, business and property owners, and other interested parties through the duration of the effort. With Town and CRA staff, TCRPC conducted a number of one-on-one and focus group interviews in the late 2023 and early 2024 to solicit input. More than 40 individuals and agencies were engaged in this effort. Feedback derived through this engagement provided essential understanding of the historic and current issues and desires within the CRA district. Three public workshops were conducted as follows:

- On December 11, 2023, a CRA Board workshop was conducted that included an overview of CRA activities, completed projects, and a review of agency priorities.
- On March 13, 2024, a general CRA public workshop was attended by more than 50 members of the public. A history of the CRA was provided along with a summary of CRA accomplishments, review of existing conditions, completed projects, ongoing issues of concern, and an array of potential projects and programs to continue the redevelopment effort.
- On September 11, 2024, a CRA Board workshop was conducted to solicit additional feedback for the Plan update. A summary of public input received to-date was provided, including an expanded review of existing conditions and issues of concern, and an overview of potential programs, projects, and funding sources was presented.

Following these public engagement activities, the Town of Jupiter Local Planning Agency reviewed the CRA Plan update at its November 12, 2024, meeting, finding the plan to be consistent with the Town of Jupiter Comprehensive Plan. Subsequently, the CRA Plan update was reviewed favorably by the Jupiter CRA Board on December 3, 2024, as documented in CRA Resolution Number 6-24. Finally, the CRA Plan update was approved by the Jupiter Town Council on December 17, 2024, as documented in Town Council Resolution Number 126-24.



Figure 8 Photos from March 2024 CRA Public Workshop.

NOTED CRA ACCOMPLISHMENTS

RIVERWALK: SUBSTANTIAL PORTIONS COMPLETED FROM OCEAN WAY TO THE JUPITER INLET

- Segments from Harbourside Place South to the Jupiter Ridge Natural Area (approximately 2 miles)
- Segments fronting 1000 North, U-Tiki and Charlie & Joe's at Love Street
- Jupiter Federal Bridge pedestrian underpass (south side, under construction, completion anticipated 2025)
- Gateway features installed in key locations

LOVE STREET SURFACE PARKING LOT (AND INCENTIVIZED REDEVELOPMENT AROUND IT)

- 175 public parking spaces
- Constructed a portion of the east-west road connector per Comprehensive Plan

LIGHTHOUSE PROMENADE

- Property acquisition (2 acres for parking and other future uses)
- Phase 1 (north half) - Public plaza along waterfront, landscaping, lighting, and amenities (funded mostly by private sector)

BICYCLE/PEDESTRIAN CROSSING AT OCEAN WAY & US1

US1 SCENIC CORRIDOR (WEST SIDE OF US1)

- Corridor designation per Comprehensive Plan
- Establishes 50-foot public/private corridor for expanded pedestrian pathway and landscaping

PEDESTRIAN UNDERPASSES BELOW US1/OXBROW BRIDGES (NORTH & SOUTH SIDES OF BURT REYNOLDS PARK)

- Coordination with FDOT to construct the underpasses ensures connectivity
- North underpass is integrated into Burt Reynolds Park and provides an east-west walkway in park

PLAZA DOWN UNDER (BELOW THE INDIANTOWN ROAD BRIDGE)

- Coordination with FDOT allowed for the continuation of Riverwalk, event plaza, fishing area, water taxi stop and 54 public parking spaces

RIVERWALK PHASE 1 LIVING SHORELINE (PERMITTED, TO BE COMPLETED NOVEMBER 2024)

- Installation of living shoreline and stabilization along 250 linear feet of Riverwalk
- Provides a nature-based strategy, resilient shoreline protecting infrastructure while restoring marine habitat

A1A COMPLETE STREET ENHANCEMENTS

- Includes bicycle lanes, crosswalks, pervious sidewalks, traffic calming, on-street parking, decorative pavers, lighting & enhanced landscaping

A1A/JUPITER BEACH ROAD ROUNDABOUT (COMPLETED OCTOBER 2024)

- Slows traffic and implements complete street components
- Designates boundary of the Inlet Village District and future gateway opportunity in circle

NOTED CRA ACCOMPLISHMENTS

PUBLIC BOAT DOCKS

- Developed in partnership with Florida Inlet Navigation District (FIND) as well as private entities
- Established a total of 48 slips (34 public transient & 14 privately controlled transient)

INLET VILLAGE MARINA

- Property acquisition and Phase 1 Public Dock Access Improvements
- Public restrooms (provided through public/private obligation)

INLET VILLAGE STORMWATER MASTER PLAN & IMPROVEMENTS

- Provides the opportunity for private property owners to buy into a comprehensive stormwater system that enables redevelopment to occur, while meeting stormwater management and stormwater water quality objectives.
- Drainage and water main improvements completed on Yarborough Street, N. A1A from Jupiter Beach Road to US1, Lighthouse Promenade and Love Street
- Drainage improvements completed on Clemons and Saturn Streets
- Drainage and roadway improvements completed on Parkway Street

PRIVATE AND PUBLIC/PRIVATE REDEVELOPMENT ACTIVITY (OR INVESTMENTS), INCLUDING RESIDENTIAL, COMMERCIAL, MIXED-USE, HOTEL, MARINA & ENTERTAINMENT DESTINATIONS

RIVERWALK GATEWAYS CONSTRUCTED

- Corner of Coastal Way and US1, Indiantown Road and US1, and US1 between Best Western and Jupiter Yacht Club
- Riverwalk southern entrance at Ocean Way (Constructed by Waterpointe Townhomes 2025)

PUBLIC ACCESS SECURED BY TOWN AND/OR CRA INCLUDING PROPERTY ACQUISITIONS, EASEMENTS & DEVELOPER OBLIGATIONS

• Guanabanas (960 N Hwy A1A)	Easement for public restrooms, maintained by developer
• Inlet Village Marina (1116 Love Street)	Purchased for park improvement
• Love Street Property & Parking Lot	Purchased for parking, Lighthouse Promenade amenities, and public access
• 1000 North (1000 US1)	Obligation for 10 parking spaces and public restroom access during operating hours
• Pelican Club (1065 N Hwy A1A)	Easement for riparian rights to accommodate overwater Riverwalk
• U-Tiki (1095 N Hwy A1A)	Obligation for provision of public restroom access during operating hours
• Parkway Street Parking Lot	Public access to a minimum of 95 spaces
• Numerous Properties	Land dedication or public access easements for Riverwalk

I. EXECUTIVE SUMMARY



The Jupiter Riverwalk is a recreational corridor that runs along the eastern shoreline of the Intracoastal Waterway from the Jupiter Ridge Natural Area north to the Jupiter Inlet. It meanders through natural areas, residential communities, marinas, commercial properties and waterfront parks. Some areas of Riverwalk are connected by pathways and sidewalks along public streets and through public parks, and some of the sections at the northern end of Riverwalk are still to be completed. When finished, it will provide public, ADA access to approximately 2.5 miles of trails along Jupiter's waterways. The Riverwalk is also part of the East Coast Greenway, a walking and biking route stretching 3,000 miles from Maine to Florida, connecting our nation's most populated corridor.



Figure 9 Riverwalk Project Map.

SUMMARY OF CRA PROJECTS & PROGRAMS

A summary of CRA Projects and Programs is provided below. While the projects are site-specific, the programs are available as "tools in a toolbox," as they may be applied throughout the CRA district as determined by the CRA Board.

PROJECTS

- A. Environmental Restoration & Enhancement
- B. Jupiter Riverwalk
 - SUN Trail Section
 - Inlet Village Section
 - Lighthouse Promenade
 - Oxbow Crossing
 - Piatt Place/Burt Reynolds Park Connections
- C. Piatt Place Improvements
- D. D. Mobility Improvements
 - Complete Street Roadway Improvements
 - Internal Access Improvements
 - Bicycle & Pedestrian Improvements
 - Bikesharing
 - Ridesharing
 - Transit
 - Electric Vehicle Charging Network
 - Launches for Personal Watercraft
- E. Inlet Village Parking Improvements
- F. Inlet Village Marina Park Improvements
- G. Wayfinding & Gateways

PROGRAMS

- A. Property Acquisition
- B. Site Development & Assistance Program
- C. Environmental Enhancement Program
 - Living Shorelines
 - Habitat Creation & Restoration
 - Enhanced Seawall Repair & Replacement
 - Resiliency & Sustainability Improvements
- D. Parking Program
 - Alternate Parking Strategies
 - Shared Parking
- E. Small Business Incentive Program
- F. Marine Navigational Assistancess
 - Derelict Vessel Removal
 - Waterway Surveillance & Enforcement
- G. Accessibility & Circulation Program
 - Trolleys / Transit
 - Water Taxis
- H. Community Policing Innovation Program
- I. Financial Incentives

PURPOSE, POWERS & DUTIES OF THE CRA

AUTHORITY TO UNDERTAKE COMMUNITY REDEVELOPMENT

This document has been prepared under the direction of the Town of Jupiter CRA in accordance with the Community Redevelopment Act of 1969, FS 163, Part III. In recognition of the need to prevent and eliminate slum and blighted conditions within the community, the Community Redevelopment Act confers upon counties and municipalities the authority and powers to carry out “Community Redevelopment.” For the purposes of this Community Redevelopment Plan, the following definition, taken from the F.S., shall apply:

“Community redevelopment” or “redevelopment” means undertakings, activities, or projects of a county, municipality, or community redevelopment agency in a community redevelopment area for the elimination and prevention of the development or spread of slums and blight, or for the reduction or prevention of crime, or for the provision of affordable housing, whether for rent or for sale, to residents of low or moderate income, including the elderly, and may include slum clearance and redevelopment in a community redevelopment area or rehabilitation and revitalization of coastal resort and tourist areas that are deteriorating and economically distressed, or rehabilitation or conservation in a community redevelopment area, or any combination or part thereof, in accordance with a community redevelopment plan and may include the preparation of such a plan.

The ability of a county or municipality to utilize the authority granted under the Act is predicated upon the adoption of a “Finding of Necessity” by the governing body. This finding must demonstrate that:

- (1) One or more slum or blighted areas, or one or more areas in which there is a shortage of housing affordable to residents of low or moderate income, including the elderly, exist in the county or municipality; and,
- (2) The rehabilitation, conservation, or redevelopment, or a combination thereof, of such area or areas, including, if appropriate, the development of housing which residents of low or moderate income, including the elderly, can afford, is necessary in the interest of the public health, safety, morals, or welfare of the residents of such county or municipality.



CREATION OF THE CRA

Upon a “Finding of Necessity” by the governing body and upon further finding that there is a need for a CRA to function in the county or municipality to carry out community redevelopment purposes, any county or municipality may create a public body corporate and politic to be known as a “Community Redevelopment Agency.” The Agency shall be constituted as a public instrumentality, and the exercise by the Agency of the powers conferred by F.S. Chapter 163, Part III shall be deemed and held to be the performance of an essential public function. The Town of Jupiter Town Council established the Jupiter CRA on December 18, 2001, with the adoption of Ordinance 60-1. The governing body of the Jupiter CRA consists of five (5) members who also serve as the elected officials of the Town of Jupiter Town Council. A copy of the Finding of Necessity is included in the Appendix C.

POWERS OF THE CRA

As authorized by the Community Redevelopment Act, a wide variety of powers are available to the Town of Jupiter to carry out redevelopment activities. While most of these powers may be delegated to a CRA, others may not. These powers, which continue to vest in the Town Council, are as follows:

- The power to determine an area to be a slum or blighted area, or combination thereof; to designate such area as appropriate for community redevelopment; and to hold any public hearings required with respect thereto.
- The power to grant final approval to community redevelopment plans and modifications thereof.
- The power to authorize the issuance of revenue bonds as set forth in s. 163.385.
- The power to approve the acquisition, demolition, removal, or disposal of property as provided in s. 163.370(4) and the power to assume the responsibility to bear loss as provided in s. 163.370(4).
- The power to approve the development of community policing innovations.
- The power of eminent domain.

The powers which the Town Council has chosen to delegate to the Jupiter CRA under Town Ordinance No. 60-1 (2001) include the following:

- The power to acquire property deemed necessary for community redevelopment, except that the use of eminent domain (for public purpose) shall require specific approval from the Town Council;
- The power to hold, improve, clear, or prepare any acquired property for redevelopment;
- The power to dispose of property acquired within the community redevelopment area for uses in accordance with the plan;

POWERS OF THE CRA

- The power to construct improvements necessary to carry out community redevelopment objectives;
- The power to carry out programs of repair and rehabilitation;
- The power to plan for and assist in the relocation of persons and businesses displaced by redevelopment activities;
- The power to receive and utilize tax increment revenues to fund redevelopment activities.

On December 18, 2011, the Town Council adopted Town Ordinance No. 60-1, which delegated the following power to the CRA:

- The powers to appropriate such funds and make such expenditures as are necessary to carry out the purposes of the Community Redevelopment Act of 1969.

Other powers authorized by the Act but which the Town Council has elected not to delegate to the Agency are:

- The power to zone or rezone any part of the town or make exceptions from building regulations;
- The power to close, vacate, plan, or re-plan streets, roads, sidewalks, ways or other places and to plan or re-plan any part of the town.



Figure 10 View of Jupiter Lighthouse

THE COMMUNITY REDEVELOPMENT AREA

Pursuant to State Statutes, a “Community Redevelopment Area” means a slum area, a blighted area, or an area in which there is a shortage of housing that is affordable to residents of low or moderate income, including the elderly, or a coastal and tourist area that is deteriorating and economically distressed due to outdated building density patterns, inadequate transportation and parking facilities, faulty lot layout or inadequate street layout, or a combination thereof which the governing body designates as appropriate for community redevelopment. For community redevelopment agencies created after July 1, 2006, a community redevelopment area may not consist of more than 80 percent of a municipality.

The Town of Jupiter CRA generally consists of the older waterfront core of the Town, which had become deteriorated over time due to age, obsolescence, transportation patterns, market trends, and a lack of investment. While parts of the area have been revitalized as a result of community redevelopment efforts over the years, there are portions of the redevelopment district that still remain without substantial investment or upgrade from the initial establishment of the CRA.

Additionally, while portions of the CRA's infrastructure and resources have benefited from public investment, there remain substantial needs within the CRA, including but not limited to land development, infrastructure, environmental resources, safety, accessibility, connectivity, and mobility, for which continued CRA implementation is necessary and appropriate.

A “Finding of Necessity” for the initial 397-acre Jupiter Community Redevelopment Area was adopted by Town Council Resolution No. 98-01 on November 6, 2011. A boundary expansion adding approximately 2 acres was completed in 2012, with the Town Council's adoption of Resolution 1-12 on April 3, 2012. The Community Redevelopment Area was thus increased to its current size of 399 acres, which represents less than 3% of the Town's total acreage. The overall boundaries of the Community Redevelopment Area are shown graphically in **Figure 4** and by the legal description provided in the **Appendix A**. A copy of the “Finding of Necessity” and 2012 Boundary Expansion are also included in the Appendix.

CONSISTENCY WITH COMPREHENSIVE PLAN

In accordance with F.S. 163.360(2) (a), “The community redevelopment plan shall conform to the comprehensive plan for the county or municipality as prepared by the local planning agency under the Local Government Comprehensive Planning and Land Development Regulation Act.”

This document conforms to the Town of Jupiter’s Comprehensive Plan. On November 12 2024, the Town of Jupiter Local Planning Agency (LPA), pursuant to Chapter 163.360(4), F.S., submitted its written recommendations with respect to the consistency of the Plan with the Town’s Comprehensive Plan.

FLORIDA LEGISLATIVE UPDATES

Florida Statutes, Chapter 163: Intergovernmental Programs
Part III: Community Redevelopment (ss. 163.330 – 163.463)

CHANGES SINCE ADOPTION OF CURRENT CRA PLAN IN 2012

Each year the Florida Legislature is in session for 60 consecutive days beginning in March during odd-numbered years and January during even-numbered years. During the legislative session the Florida House of Representatives and Florida Senate develop, debate, and adopt bills that can have an effect on the lives of Florida's residents and visitors. Often these bills will relate to planning, development, and redevelopment. The following is a summary of the adopted Senate and House bills since 2014 that relate directly to Community Redevelopment Agencies in the F.S.

2015

- 163.340: Definitions
(s.7, ch. 2015-30) - Senate Bill 1216
(references to “blighted areas” and sinkhole activity)

2016

- 163.360: Community Redevelopment Plans
(s.3, ch. 2016-198) - Senate Bill 1288
(non-substantive text amendment)
- 163.387: Redevelopment Trust Fund
(s.1, ch. 2016-155) - Senate Bill 194
(pertains to hospital special district tax exemption)

2019

House Bill 9 provided significant changes to the focus of, and restrictions on, CRA expenditures and had significant impact of the types of CRA projects and programs that could be developed and continued.

- 163.356: Creation of Community Redevelopment Agency
(s.2, ch. 2019-163) - House Bill 9
(pertains to report filing pursuant to s. 163.371 (1))
- 163.367: Public officials, commissioners, and employees subject to code of ethics
(s.3, ch. 2019-163) – House Bill 9
(pertains to ethics training requirements as imposed in s. 112.3142)

FLORIDA LEGISLATIVE UPDATES

- 163.370: Powers: Counties and municipalities; Community Redevelopment Agencies (s.4, ch. 2019-163) – House Bill 9
(pertains to purchasing procedures and requirements to be consistent with local government)
- 163.371: Reporting Requirements (s.5, ch. 2019-163) – House Bill 9
(pertains to website maintenance and annual reports to include: annual audit, project information, expenditures, property values, expenditures for affordable housing, summary of CRA goal completion)
- 63.3755: Termination of Community Redevelopment Agencies (s.6, ch. 2019-163) - House Bill 9
(pertains to the ultimate termination of all CRA's by September 30, 2039 and implications to expenditures, bond obligations and maturation)
- 163.3756: Inactive Community Redevelopment Agencies (s.7, ch. 2019-163) - House Bill 9
(defines where a CRA is “inactive” and reporting of such by the Department of Economic Opportunity)
- 163.387: Redevelopment Trust Fund (s.8, ch. 2019-163) - House Bill 9
(limits CRA expenditures to only those items described in the community redevelopment plan pursuant to an annual adopted budget; removes language that CRA expenditures may be for purposes “including, but not limited to”; narrowly defines appropriate CRA expenditures going forward; requires annual CRA financial audits be conducted in accordance with rules for audits of local governments adopted by Auditor General; requires CRA to provide additional annual financial reporting; requires auditor finding of annual financial compliance.)

2020

- 163.356: Creation of Community Redevelopment Agency (s.28, ch. 2020-2) - Senate Bill 596
(non-substantive text amendment)

2024

- 163.504: Safe Neighborhood Improvement District (s.28, ch. 2024-136) - House Bill 7013
(prohibits the creation of new neighborhood improvement districts)

HISTORY OF THE CRA

Capturing the essence and respecting the history of the Town's origins is a high priority for the Town of Jupiter overall and the redevelopment of the CRA district in particular. Although it was incorporated in 1925, the settlement that later became the Town of Jupiter began long before, with its origins in what is now known as Inlet Village. This northernmost section of the CRA has significant prehistoric and historic value for the Town, region, and nation.

Within the Inlet Village area, there is a remarkable collection of historic and cultural resources that pre-date the modern era and preserve the history of human habitation in North America. Three properties in this area are particularly noteworthy - the Sperry property, Dubois Park, and the Jupiter Lighthouse - as they contain documented historic artifacts from Ais and Jaega Indian Villages dating back more than 5,000 years. The Sperry property is exceptional as it contains a significant shell midden that illustrates indigenous people lived, fished, and celebrated the water and the environment of Jupiter long ago.

In the more recent historic era, the Jupiter and Lake Worth Railway, aka "Celestial Railway," spurred development when it was completed in 1889. Located at the confluence of the Jupiter Inlet, Loxahatchee River, and Indian River Lagoon, and running north-south through the Inlet Village, the little Celestial Railway was the original center of Town as referenced in the book "5,000 Years on the Loxahatchee," which goes on to state:

"Once the new Celestial Railroad wharf was in business, it became a gathering place for in Town. People tied up rowboats, kids swam, men fished, and just about every visitor (including Seminoles) had to have his photo taken with the lighthouse looming in the background..."



Figure 11 Multicultural history of Jupiter



Figure 12 Celestial Railway



Figure 13 Historic railway map of the Jupiter area

HISTORY OF THE CRA

Development in the CRA area slowed when Henry Flagler's railway was constructed in 1894 further west of the waterfront, which moved the center of Town west as well, abandoning the Inlet Village and bankrupting the little Celestial Railway. From the early 1900's through the 1950's, the CRA area was predominantly a quiet place to live, visit, fish, and recreate. Post-World War II tourists drove down Old Dixie Highway with their RVs and campers, typically staying at the former Suni-Sands Motor Court (current Sperry property) and Shuey's Cottage Inn, visiting the Barden Boating Center (currently Charlie and Joe's at Love Street) to go fishing. These establishments were small-scale, casual, locally-owned, and focused on the Town's natural resources and waterfront ambiance.

The construction of the Sunshine State Parkway (now Florida Turnpike) and U.S. Highway One (US1) in 1959 brought about more development that was focused on the US1 corridor within the CRA district boundaries. Only one major development in the Town was approved in 1979 - the Jupiter Mall at the intersection of US1 and Indiantown Road. The indoor mall at what is now the Shoppes at Jupiter was completed by 1981 with a Publix, Bealls Department Store, Fountain's department store, Super X drug store, and a three-screen movie theater...along with the Town's first McDonalds. It was the only indoor, air-conditioned shopping complex between Stuart and Lake Park.

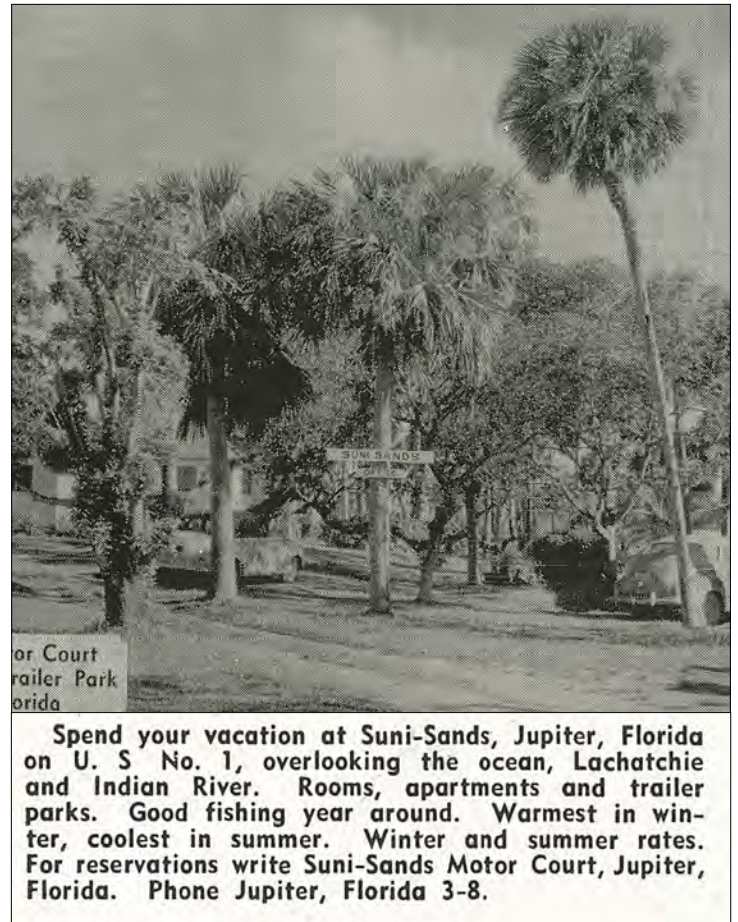


Figure 14 Image of Suni-Sands.



Figure 15 Historic Image of waterfront in Jupiter.

HISTORY OF THE CRA

However, with the suburban, auto-dominated trends of the decade, the mall was redeveloped in 1987 and converted to a strip mall, tearing the roof off the mall to provide more visibility to passer-by traffic. In 1983, the Town Council approved the Calle Vieja project at the current Town-owned Piatt Place property. This project was planned for a large restaurant, bar, bank, retail, and 94-room hotel with conference center, but the project went bankrupt during the Savings and Loan financial crisis in the 1980s. Where Harbourside Place is today was once renowned for a rotating floor associated with The Sand Dollar restaurant, which was later Jox and then Banana Max bar/restaurant in the 1980s.

The timeframe that led to the “Determination of Slum and Blight” began in 1989. Interstate 95 had just been completed through Jupiter, following a lengthy environmental battle that preserved much of the Loxahatchee as Florida’s first National Wild and Scenic River (1985). The effect of the new highway connection rippled to the future CRA area, negatively impacting commercial development along US1 and A1A, which was once again bypassed. The real estate market focused its eyes and investment on Indiantown Road, which became the first special study area in Jupiter, reinforced with the adoption of the Indiantown Road Overlay Zoning (IOZ) District. The IOZ adjusted zoning requirements to facilitate investment in properties along the corridor with a pattern of development reflective of the Town's character.



Figure 16 Image of the Barden Boating Center

HISTORY OF THE CRA

In 1993, the Town missed an opportunity to purchase 40 acres of park land on the Intracoastal Waterway, south of Indiantown Road and US1, which is now known as the Jupiter Yacht Club development. Residents were disappointed, and that discussion became the genesis for new strategies to protect and provide public access to the water consistent with the Town's history. The impact of the park loss was exacerbated by the Town's land development regulations that resulted in a pattern of strip commercial development and large parking lots. This pattern failed to protect public access to or engagement with the water. Consequently, the likelihood of development that reflected the history and character of the community was slim. To redirect this trend, the Town conducted the *Intracoastal Waterway / US1 Corridor Study* in 1997, which evaluated land use, transportation, waterfront access, and development character. Among the Plan's key recommendations were the establishment of the Riverwalk to protect and expand public waterfront access and environmental integrity; adoption of special comprehensive plan language to advance mixed-use development patterns through three special "sectors"; and establish a CRA to assist the Town in advancing redevelopment of Jupiter's historic center. As a result, the Riverwalk was initiated; three sector designations were adopted into the Comprehensive Plan, and the Town adopted the US1/Intracoastal Waterway Zoning District to implement the Future Land Use Sectors.

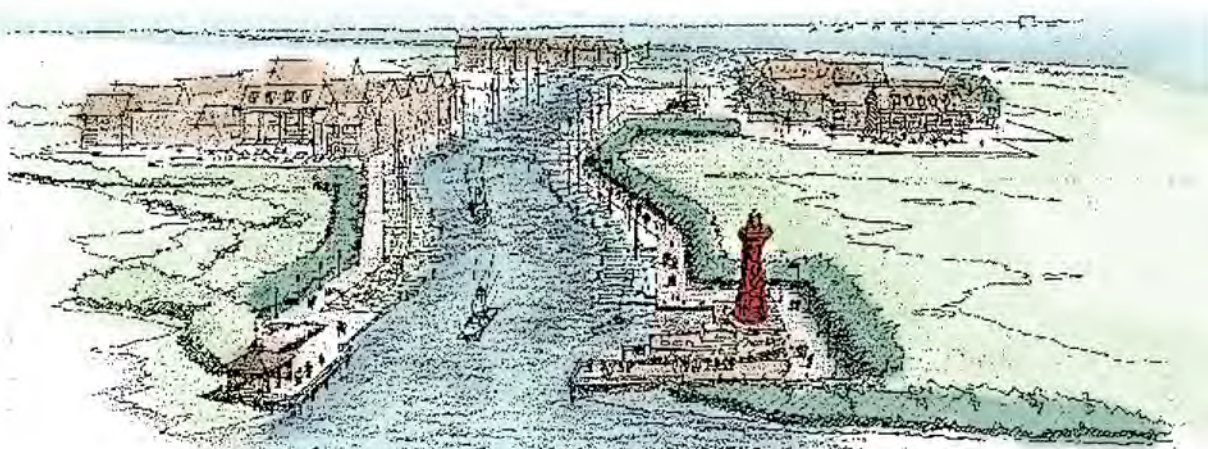
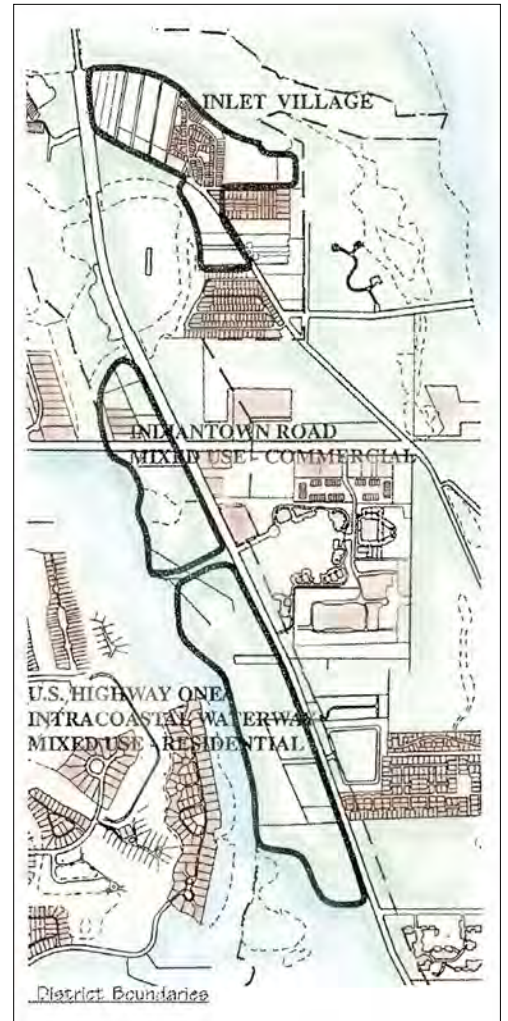


Figure 17 Images from the *Intracoastal Waterway / U.S. Highway One Corridor Study*, completed in 1997, highlighted the Town's waterways, the need for public access, and the desire for a Village-scale of development in the Inlet Village area.

HISTORY OF THE CRA

In 2001, to fund public access and assist its redevelopment efforts, the Town successfully presented the Finding of Necessity for the Jupiter CRA to the Palm Beach County Board of County Commissioners, and the CRA was established in 2002.

The first two decades of the CRA have been very successful in facilitating redevelopment character worthy of the Town. New developments and redevelopment throughout the CRA have increased values, created gathering spaces, built the Riverwalk, provided boat access, and protected waterfront access for Town residents and visitors. More than two miles of continuous Riverwalk have been constructed along the mangroves, with nearly a half-mile of Riverwalk segments built in conjunction with redevelopment projects in the Inlet Village. Through developer agreements, the Town also constructed Riverwalk segments in areas where development already existed. When the Florida Department of Transportation rebuilt the two existing US1 fixed bridges north and south of Burt Reynolds Park, the CRA Commission had the remarkable foresight to fund the construction of Riverwalk segments below the two bridges, preserving the ability for expanded public access and circulation along the water's edge.

EARLY DAYS OF THE CRA



DEFICIENT INFRASTRUCTURE

TODAY'S CONDITIONS



IMPROVED INFRASTRUCTURE



LACK OF PEDESTRIAN OR BIKE PATH



IMPROVED INFRASTRUCTURE

HISTORY OF THE CRA

In the past two decades, the Town and its CRA purchased or were deeded approximately 13 acres of land for public use. Parcels include Piatt Place (Town-owned), Inlet Village Marina (CRA-owned), the Town parking lot on Love Street (CRA-owned), and the Comerford parcel (Town-owned), which provided for lagoon bridge construction. Each of these parcels provides critical real estate to help restore the district and recapture its public access, accessibility, and ambiance. With the success of the CRA to date, there is a renewed vision and commitment to continue to improve the area respecting its history, character, and environment as the original heart of the Town of Jupiter.

EARLY DAYS OF THE CRA



LACK OF BIKE PATHS & PEDESTRIAN CROSSWALKS

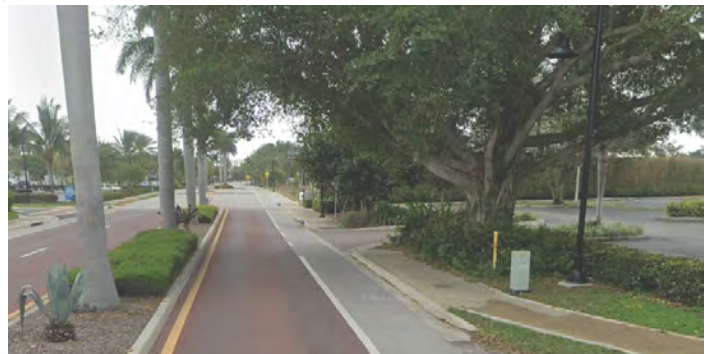


VACANT DETERIORATING STRUCTURES



ABANDONED, UNSAFE PARKING

TODAY'S CONDITIONS



BIKE PATHS & PEDESTRIAN CROSSING



PRIVATE INVESTMENT



REMOVAL OF EXOTICS & INFRASTRUCTURE

NOTED CULTURAL AND HISTORIC RESOURCES



Figure 20 Map of noted cultural and historic resources



Figure 19 DuBois Pioneer Home Courtesy of Bill Ingram/The Palm Beach Post

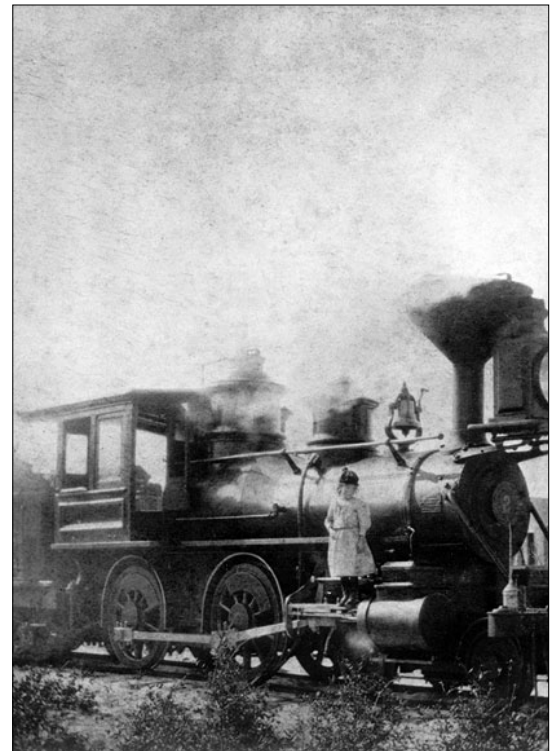


Figure 18 Celestial railroad

EXISTING CONDITIONS & CHALLENGES

A. LAND USE

There are approximately 399 acres within the CRA, of which approximately 252 acres are upland and 147 acres are open waterway and submerged lands. Parcels included within the CRA boundaries were identified using the property control numbers of each parcel and verified using the Palm Beach County Property Appraiser's data base. Land development patterns are mixed, with an array of historic and older structures interspersed with more recent infill development and redevelopment. Residential uses vary from smaller single-family, historic homes and a mobile/manufactured home park to townhouses and condominiums. The Indiantown Road/US1 intersection is commercially focused, with suburban-style shopping centers as well as the walkable Harbourside Place mixed-use project that introduced entertainment and hotel uses to the corridor. The Inlet Village area has generally retained the Town's Village scale, and the CRA's Inlet Village parking lot has enabled a waterfront restaurant district to emerge astride marina uses, creating a destination for residents and visitors alike. Park and recreational areas are distributed along the waterways, maintaining public access through passive recreation, water-oriented uses and activities, and the signature Riverwalk along the water's edge.

As identified in the Town's Comprehensive Plan, future land use designations in the CRA Area consist a broad range of categories, including residential, commercial, recreational, conservation, public/institutional, and mixed-use. An excerpt of the Town's Future Land Use Map as related to the CRA district is provided in this section. The distribution of future land use category by acreage is summarized below.

FUTURE LAND USE CATEGORY	ACREAGE	% OF CRA WITH ASSIGNED LAND USES*
High Density Residential	44.6	16.7%
Mixed-use	49.6	18.6%
Public/institutional	2	0.8%
Conservation**	25.4	9.5%
Recreation	28.8	10.8%
Commercial	69.3	26.0%
Inlet Village Flex	37.8	14.2%
Riverwalk Flex	8.9	3.3%
TOTAL	266.4	100%
*Percentage of Assigned Land Uses does not include water or undesignated parcels		
**Conservation land use includes uplands, wetlands, and submerged lands		

Additionally, the Town adopted three special "sector" designations into the Comprehensive Plan, tailored to the CRA to showcase subdistricts within the district and facilitate their redevelopment. These include the Inlet Village; Waterway, Commercial, Entertainment; and Mixed-Use Residential sectors. A map depicting the location of the sectors is included in this section.

FUTURE LAND USE MAP ~ CRA EXCERPT

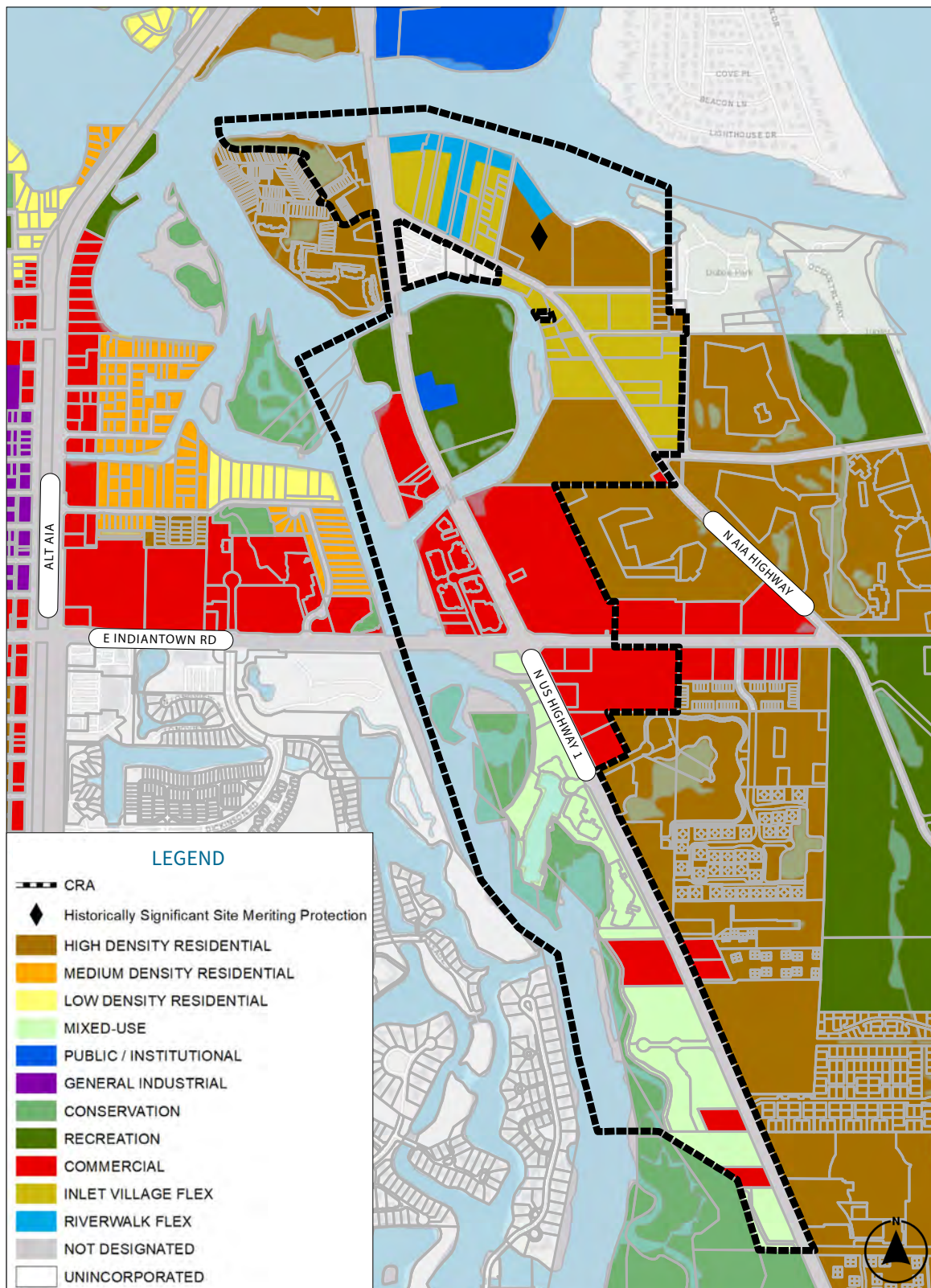


Figure 21 Future land Use Map ~ CRA excerpt

US1/INTRACOASTAL WATERWAY CORRIDOR SECTORS

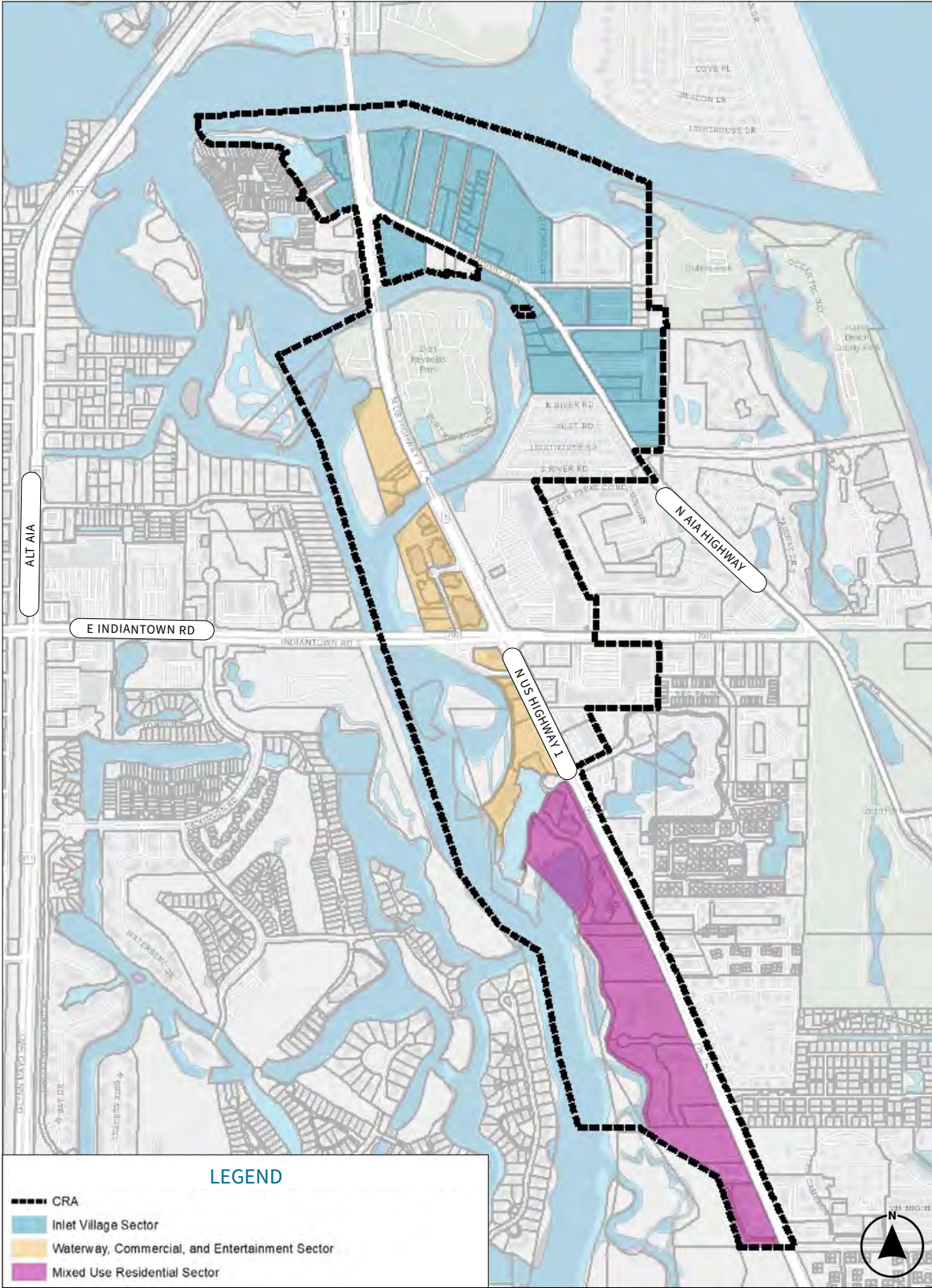


Figure 22 US1/Intracoastal Waterway Corridor Sectors.

II. BACKGROUND CONDITIONS

ZONING MAP ~ CRA EXCERPT

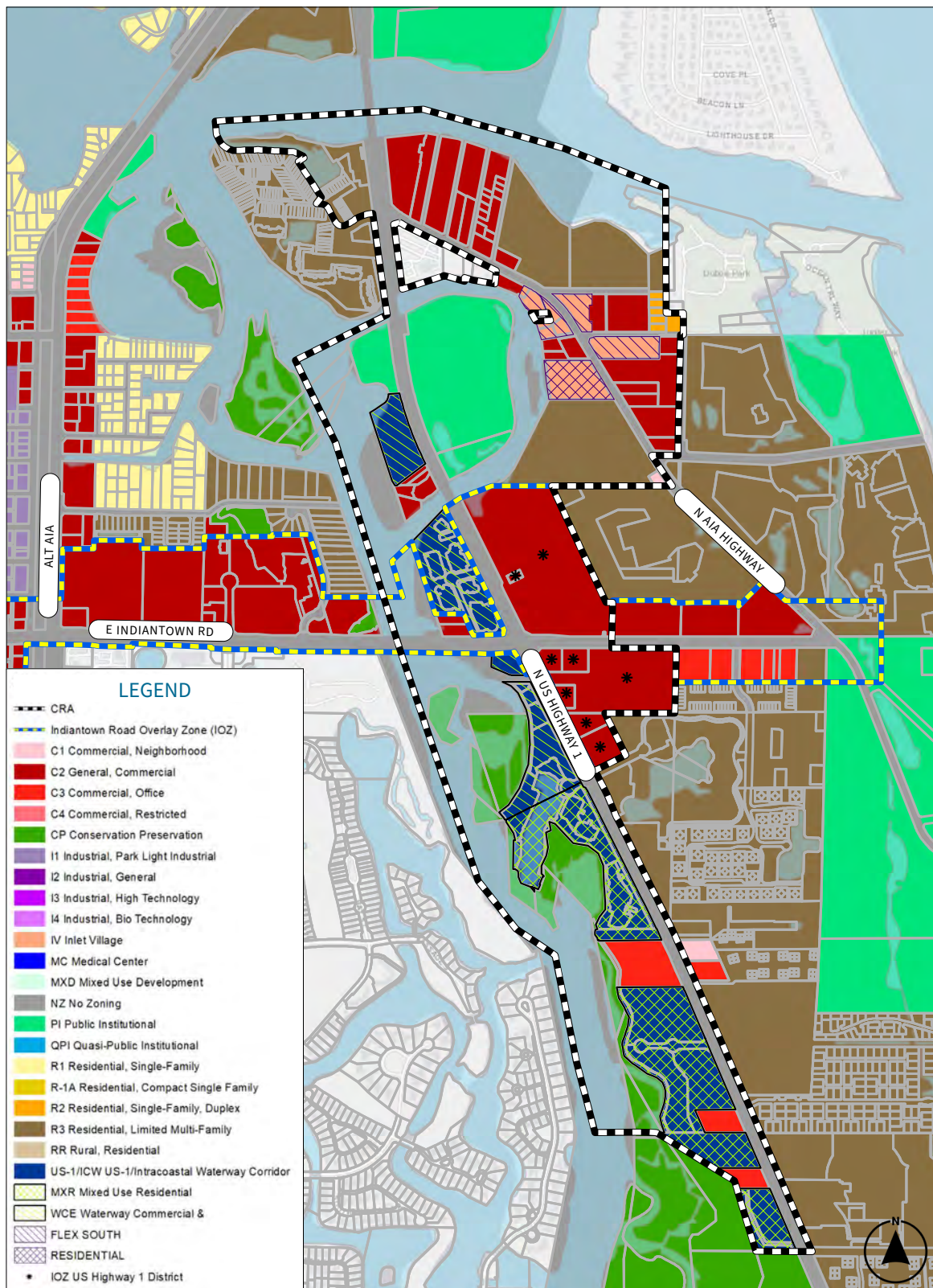


Figure 23 Zoning Map ~ CRA excerpt

INDIANTOWN OVERLAY ZONING MAP ~ CRA EXCERPT

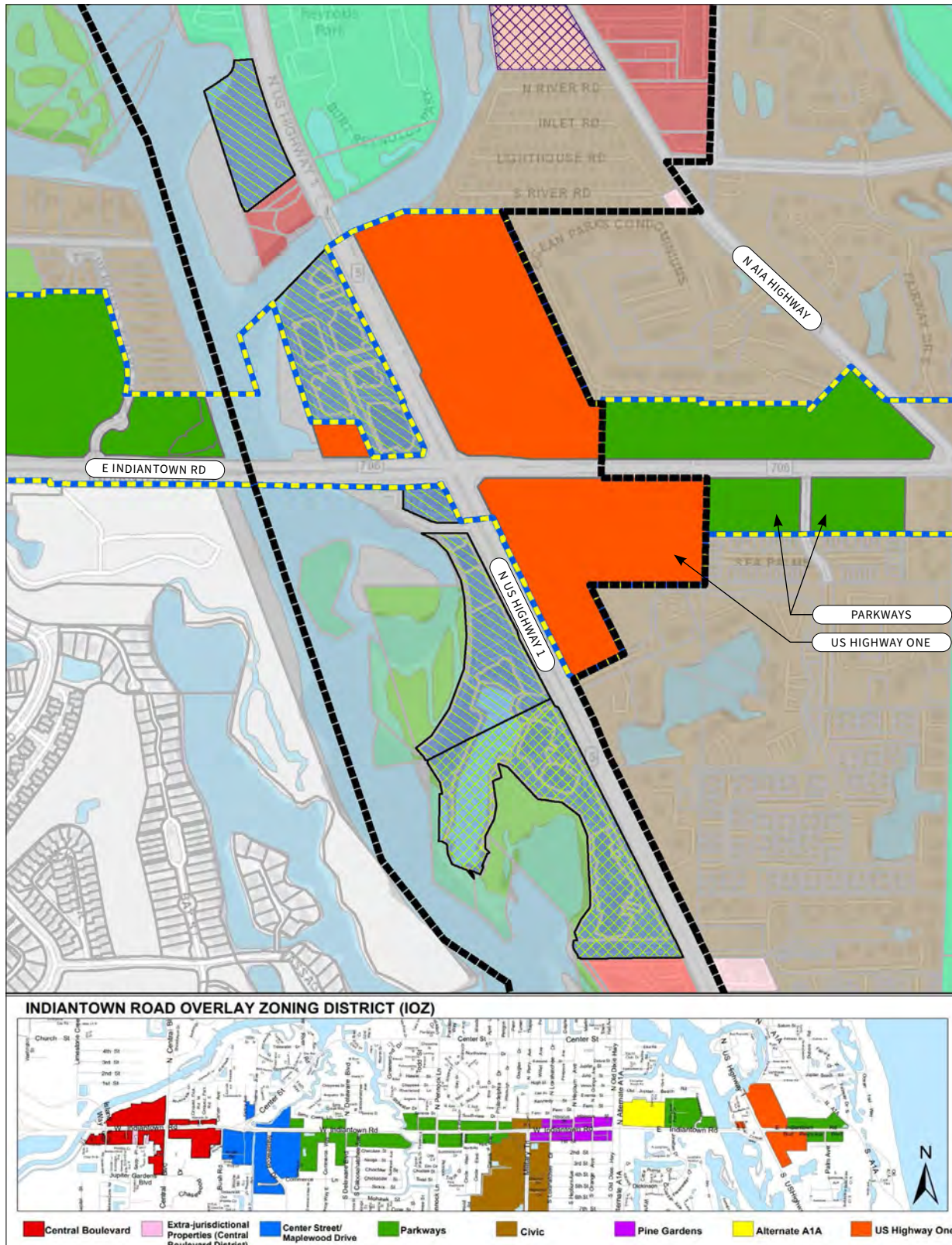


Figure 24 Indiantown Overlay zoning Map ~ CRA excerpt .

EXISTING CONDITIONS & CHALLENGES

Zoning designations within the CRA are also varied, and the Town has adopted several specialty zoning subdistricts to help facilitate redevelopment, including: (1) the Indiantown Overlay Zoning (IOZ) District, which applies to the several larger parcels fronting Indiantown Road; (2) the US1 / Intracoastal Waterway Corridor Subdistricts (including both Mixed-Use Residential and Waterway, Commercial and Entertainment); and (3) the Inlet Village Subdistricts (including Flex South and Residential). Maps depicting the general zoning designations as well as the IOZ and subdistricts are provided in this section.

B. ENVIRONMENTAL RESOURCES

In order to maintain continued success beyond the life of the CRA, sustainable and resilient investments in the environment with continued protection of resources must be prioritized in the CRA Plan. Environmental preservation and awareness have been ongoing initiatives in Jupiter since the Post-World War II development boom initially impacted the Town. Since the late 1800s, the removal of mangroves, fresh water wetlands, and oyster beds was seen as progress and occurred continuously across Florida and in Jupiter, which created a troubling legacy of environmental damage from which the Town continues to recover today. With the redevelopment success of the CRA and the Town, environmental efforts need to go above and beyond preservation and awareness to include restoration and stewardship. The CRA Plan provides a leadership opportunity to respect and protect the natural environment and address preservation, restoration, awareness, and stewardship along the waterways and uplands, as these are critical for the continued success of the redevelopment district. The direct correlation between a healthy and vibrant environment and property values, economic vitality, and quality of life is why residents and businesses of Jupiter and more specifically the CRA have come to live and prosper. Waterfront restaurants, hotels, dive boats, charter fishing boats, kayak and paddleboard rentals, and marinas thrive when the marine environment is healthy.



Figure 25 Living shoreline



Figure 26 Shoreline protection via breakwater

MAP OF SIGNIFICANT ENVIRONMENTAL RESOURCES

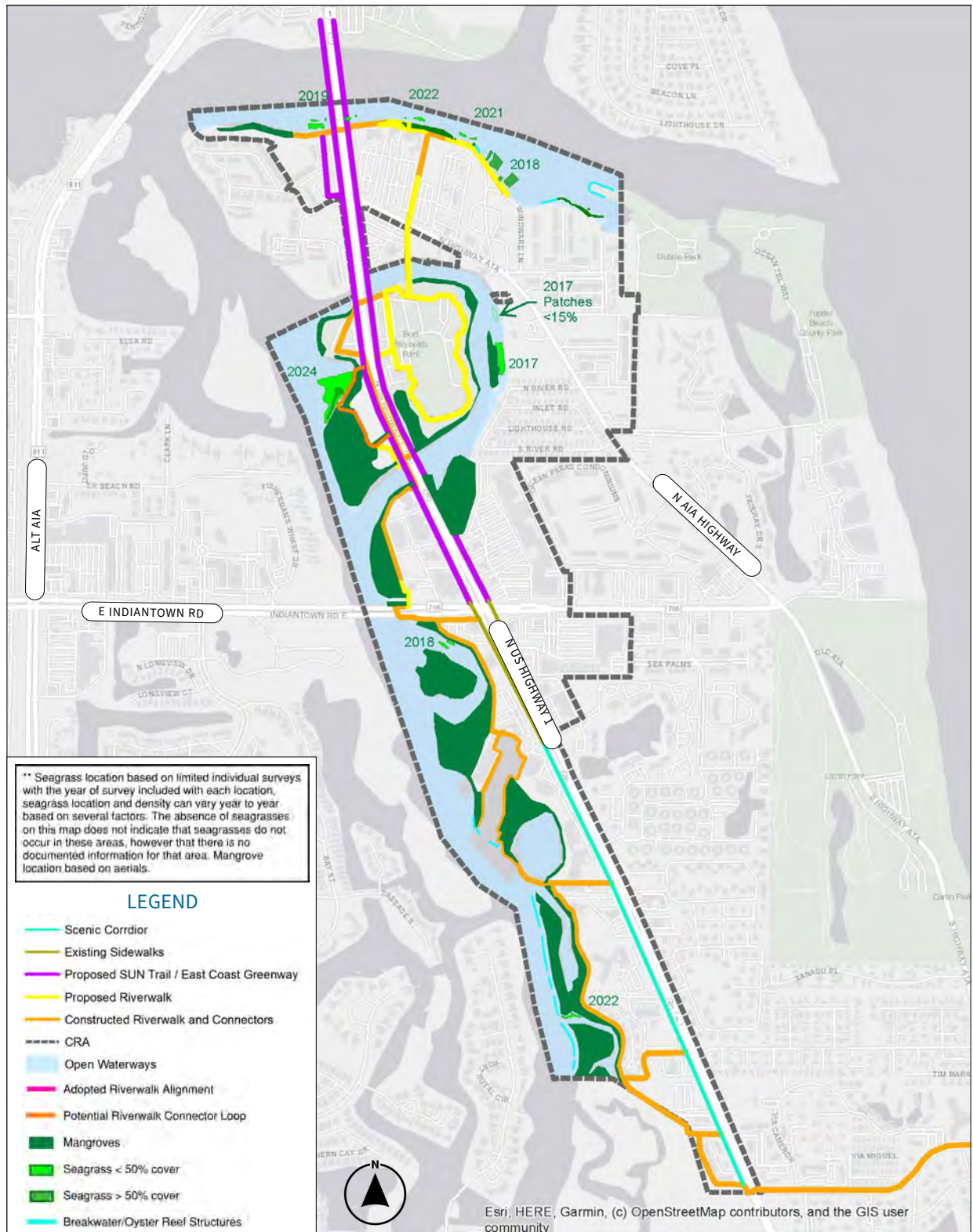


Figure 27 Map of Significant environmental resources.

EXISTING CONDITIONS & CHALLENGES

In planning for the future, it is important to focus and invest in nature-based strategies throughout the CRA that protect and stabilize the shoreline, provide habitat and shade, and naturally clean the water. While the natural resources of the CRA are both on land and water, a focus on the marine environment is among the CRA's highest priorities as nearly 40% (147 acres) of the 399-acre CRA area is located in the Intracoastal Waterway, oxbows, Jupiter inlet, or submerged lands. In addition, the CRA includes 24,000 linear feet of waterfront within the CRA boundary. The majority of the waterfront (11,500 linear feet) abuts commercial or mixed-use lands, with 7,000 linear feet along residential lands, and 5,500 linear feet of waterfront abutting parks. With a significant amount of waterfront property in the redevelopment district, the CRA plan appropriately includes programs and projects that address sea level rise and resiliency. The Town has experienced living shoreline successes along the Jupiter Inlet at Jupiter Inlet Lighthouse Outstanding Natural Area (by Bureau of Land Management and Jupiter Inlet District), the Loxahatchee River at Mangrove Island (by Jupiter Inlet District), and Sawfish Bay Park (by Jupiter). It is noteworthy that the CRA district includes submerged lands suitable for seagrass growth, including a number of areas with up to 50% seagrass coverage, which is considered environmentally significant.



Figure 28 Mangroves naturally filter seawater

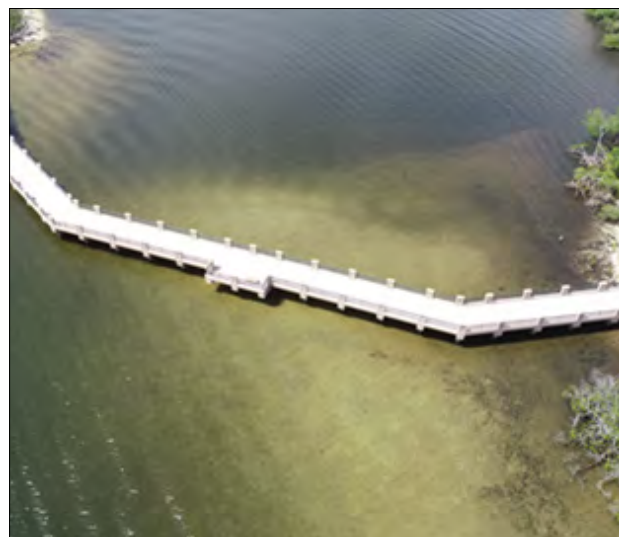


Figure 29 Over-water Riverwalk pilings provide habitat opportunities below the water's surface. Shallow water areas surrounding the Riverwalk are opportunities for adding living shoreline.

The marine restoration projects that are currently funded in the CRA are to stabilize and install living shorelines abutting the existing two and a half miles of Riverwalk. These efforts are focused mainly in the intertidal zones ~ where the water and land meet between high and low tide ~ which is the most productive location for marine life. The varied methods include, but are not limited to, mangrove planters, oyster pods, artificial reef modules, and the installation of mangroves and transitional native upland plant material. The CRA's intent is to use nature-based strategies to create a more resilient shoreline that protects the Riverwalk infrastructure and abutting upland (businesses, homes, and parks) while also restoring the intertidal zone and marine habitat.

EXISTING CONDITIONS & CHALLENGES

Upland environmental restoration and stewardship will help enhance resiliency, climate change mitigation, and water quality. The CRA has prioritized its environmental commitment through a variety of projects and programs that offer a range of enhancements such as living shorelines (both stand-alone and with seawalls), the installation of street trees/palms along rights-of-way as well as wildflower or pollinator gardens, and the creation of freshwater wetlands incorporated into stormwater systems (e.g., rain gardens, bioswales, bioretention areas, wildflower gardens instead of grassy areas). Additionally, there is a focus on reducing or eliminating the need for irrigation to minimize impacts on potable water supplies and the superficial aquifer.



Figure 30 Manmade structures can provide habitat enhancement.

The task of preserving, restoring, and being good stewards of the CRA's environmental resources can benefit from working with partners for planning, design, implementation, maintenance, and funding. Palm Beach County (through its Environmental Resource Management division), Jupiter Inlet District, Loxahatchee River District and FIND have previously partnered in the Town on other environmental projects. There is also the potential for the CRA to work with local non-profits such as the Loggerhead Marine Life Center and the Jupiter Inlet Foundation for long term stewardship. Maintaining and nurturing these relationships will be important to ensure that CRA funding is supplemented so that the environmental goals are achieved.



Figure 31 Bioswale mitigation for parking lot



Figure 32 Native plantings reduce water demands, boosting resiliency.

EXISTING CONDITIONS & CHALLENGES

C. MOBILITY & ACCESSIBILITY

Overall, the transportation network in the CRA district is multimodal, with a mix of larger roadways and smaller complete streets. The Town has placed high priority on a safe, accessible, multimodal transportation network reinforced with its commitment to Jupiter's bicycle network, Riverwalk system, multi use paths, and the adoption of a "Vision Zero" policy to underscore the importance of safety.

Major roadways in the CRA include US1, Indiantown Road, and A1A, with the Intracoastal Waterway serving as a major waterborne transportation facility. The US1 corridor is the primary north/south transportation spine, carrying heavy traffic flows to and through the redevelopment district. Indiantown Road, running east/west, connects the district from I-95 and the Florida Turnpike through Town to the Atlantic Ocean. A1A is a roadway that has received considerable traffic calming improvements, making it a desirable destination for bicyclists and pedestrians across the region. The Town has maintained a delicate balance among A1A's 2-lane configuration, its small-scale development pattern, and the maintenance of appropriate roadway levels-of-service.

Smaller, local roadways are dispersed throughout the district. Where local roads form a gridded network, the district benefits from well-defined blocks that are easily traversable on foot or bike. However, there are several areas where the block grid is incomplete. Among the CRA projects are improvements designed to connect these areas with roadway interconnections and mid-block alleys that will improve circulation, accessibility, and safety. Roadway design in the CRA requires careful consideration of its smaller-scale roadways, congestion management, and roadway levels-of-service.

To improve transportation efficiency and access, transit service has also been prioritized by the CRA. The CRA has provided funding for lightweight trolley service operated with golf carts, adding a fun way to circumnavigate the area and more easily connect patrons from parking areas to destinations. Water taxi docks funded by FIND are also available in the district, which celebrate the CRA's waterfront character. Various transit modes help reduce demand on the transportation network by shifting residents and visitors away from personal vehicles for all or part of their trip, increasing the efficiency of the transportation network.

The multimodal foundation of the redevelopment district is essential for the CRA's sustainability and contributes to the resilience of the Town. By reducing vehicle demands, lessening asphalt and carbon emissions, the overall environmental health of the CRA is enhanced. Continued investments to boost multimodal travel behavior, such as bicycle/pedestrian elements, traffic calming, and wayfinding, will add to the vitality of the district.



Figure 33 Safety for users is enhanced with well-designed, multimodal transportation networks.

EXISTING CONDITIONS & CHALLENGES

D. PARKING

Parking as a component of individual site design and overall redevelopment district functionality is both a challenge and an opportunity. Within the redevelopment district, parking is available on-street, on individual sites, and in publicly accessible locations that include public parking areas (on both public and private properties). In general, the more flexible parking can be in relation to user demand through a 24-hour time period, the more efficient it performs as a resource. Although exclusive parking areas on individual sites is desirable and code-compliant, parking in this format has the lowest parking efficiency, as spaces remain unused when demand for the associated use is low. Commercial parking areas that are used during business hours but left vacant after hours exemplify this inefficiency. Parking can be a constraint for redevelopment, especially for smaller sites, and parking lot requirements can compromise site design, especially in areas where walkability is desired. Pedestrians tend towards streets aligned with buildings and active uses but are dissuaded by large, empty parking lots and sidewalks interrupted by prolific driveways that reduce the safety of exposed travelers on bike or foot.

Within the CRA district, parking has been recognized as an on-going challenge. The CRA has boosted parking efficiency through the Inlet Village parking lot, other public/private parking resources, and on-street parking improvements. The use of parking as a common resource across the Inlet Village has enabled an array of restaurant and entertainment uses that encourage patrons to park once and frequent multiple destinations without the need to move their vehicle. This parking inventory, which is well-used at night but typically underutilized during the day, is an available resource to facilitate adaptive reuse of smaller existing residential homes and historic buildings on constrained sites. Off-site parking can allow daytime uses to be accommodated, preserving these structures and their village-scale. Additionally, creative parking approaches such as shared off-site parking may be an appropriate incentive to facilitate desired uses such as unique retail, water-oriented uses, and breakfast restaurants. A map depicting the publicly accessible parking areas within the CRA district is provided in this section.



Figure 34 Guanabanas, Jupiter Outdoor Center, and Castaways have parking licensing agreements to use the Town's parking lot.

CRA PARKING INVENTORY

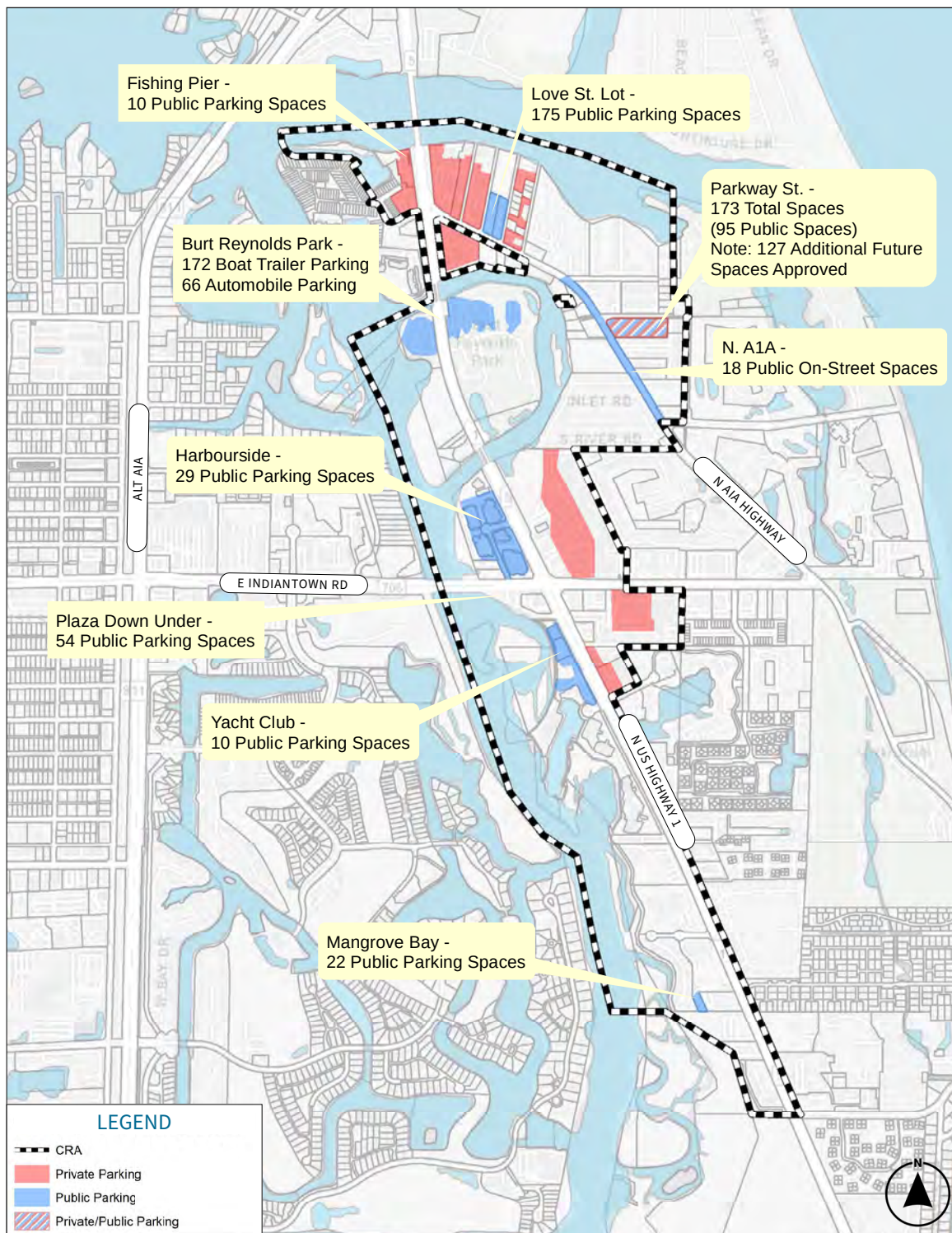


Figure 35 Map of CRA Parking Inventory

EXISTING CONDITIONS & CHALLENGES

E. MARINE NAVIGATION

Jupiter's waterways have always been critical to the area's identity. The original Town settlement in the Inlet Village is strategically positioned at the Jupiter Inlet, at the southern terminus of the Indian River Lagoon within which today's Intracoastal Waterway is located. The area's geography includes a number of oxbows that surround small islands adjacent to the shoreline. Marina activity is an important, long-standing commercial use in Jupiter, and the CRA district contains several marinas that provide service, storage, and year-round employment, adding value and quality to properties nearby. Several residential developments also contain associated marinas and docks, adding to their desirability and access. Burt Reynolds Park is a popular boat launch, with thousands of boaters embarking from this central CRA location throughout the year. In addition to motorized boat traffic, the redevelopment district is a popular destination for personal watercraft, with kayaks and paddleboards popular in the marine paradise that Jupiter is known for.

Among the challenges of Jupiter's waterfront popularity is the attraction of boat traffic, which can create safety hazards for other users. Safe navigation requires good knowledge of the waterways, visibility, and lawful operation of vessels in motion and while docked or anchored. Historically, Jupiter's calm waters proximate to the Jupiter Inlet and internal waterway network have attracted the mooring of vessels in or adjacent to the channel. At times, inoperable vessels or those that have been abandoned become derelict, creating environmental and navigational hazards. Derelict vessels left unattended can also become unsightly, harming property values and degrading the area's marine environment. To mitigate these effects, the Town has provided additional surveillance and enforcement as needed, in conjunction with other law enforcement entities. As the redevelopment effort becomes more successful, CRA participation may be needed to supplement this activity to maintain safe, predictable navigation and environmental integrity in the district.

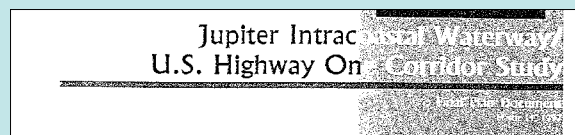


Figure 36 Marine patrol on the waterways.

GOALS & OBJECTIVES

Community redevelopment has been an active priority of the Town of Jupiter for more than 40 years. In the 1980s, the Town formally acknowledged the struggles of redevelopment with the adoption of the Indiantown Overlay Zone, which adjusted zoning requirements to facilitate reinvestment in properties along the corridor. In 1987, I-95's completion continued to shift the pattern of investment away from the CRA district. The *Jupiter Intracoastal Waterway/US1 Corridor Study* was undertaken to evaluate land use, transportation, waterfront access, and development character. Among the key recommendations of this plan were: (1) establish the Riverwalk to protect and expand public waterfront access and environmental integrity; (2) adopt special comprehensive plan language including future land use "sectors" tailored to maintain appropriately-scaled development patterns (e.g., Inlet Village, Indiantown Road Mixed-Use Commercial, US1 Intracoastal Waterway/Mixed-Use Residential); and (3) establish a CRA to assist the Town in advancing redevelopment of Jupiter's historic center.

Since 1996, the Town has initiated and completed numerous planning studies related to the area within the CRA boundaries. In addition to the Finding of Blight Report completed to support the establishment of the CRA, additional studies include: the US Highway One Intracoastal Waterway Study; Riverwalk Master Plan & Design Guidelines; Inlet Village Study; and the CRA Plan. Each of these planning efforts were undertaken in an effort to better understand the existing conditions of the area and help inform redevelopment opportunities throughout the CRA area. The planning efforts identified methods to stimulate desired redevelopment along the Intracoastal and Jupiter



V. WATERWAY ACCESS CORRIDOR

The waterfront contained within this study area has been identified as an important resource for the community. The following outlines options to ensure the public's access and a pleasant pedestrian environment to and along the water's edge.

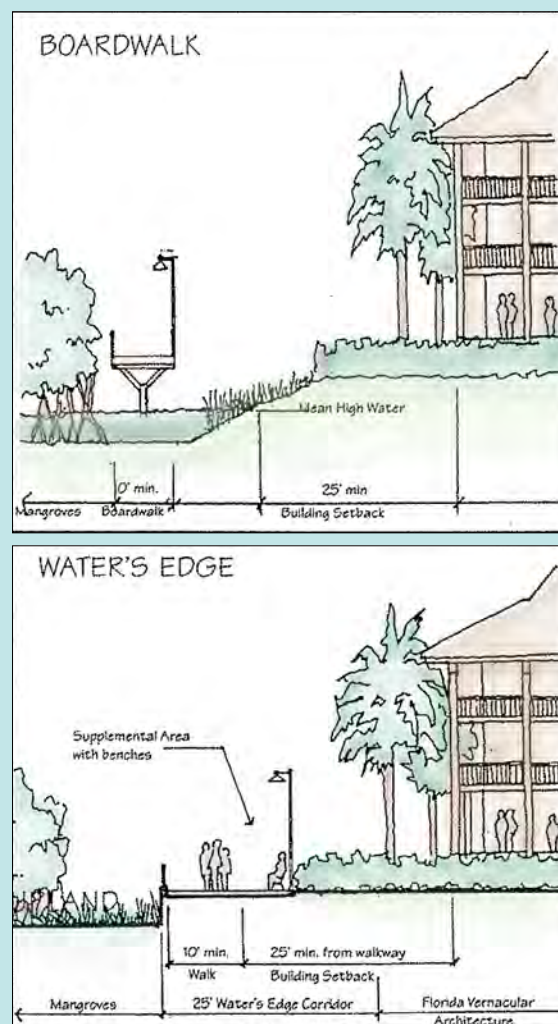


Figure 37 Images and direction from the Town's original Intracoastal Waterway/US1 Corridor Plan with emphasis on pubic access to the water.

GOALS & OBJECTIVES

Inlet Waterways by promoting, where appropriate, mixed-use development and flexible land development regulations. In addition, to provide for public Riverwalk access to the waterways, the plans identified opportunities for public gathering spaces along the waterfront and Inlet Village, varied activities and uses throughout the CRA, and to advance general design guidelines that would help celebrate the Town of Jupiter's historic relationship to the waterways.

As a result of these studies and community desires, the Town created a CRA and updated its Comprehensive Plan and Land Development Regulations to encourage redevelopment in the redevelopment district.

The following CRA Plan goals and objectives were developed to advance the mission of the CRA and complement the goals and objectives as outlined by the Town's Comprehensive Plan for the district. The CRA goals and objectives are intended to provide direction for the implementation of the CRA towards the revitalization of the redevelopment district and address those conditions of "blight" identified in the Findings Report. The CRA Plan goals and objectives are also intended to provide guidance for the private sector investment and development activity. These goals are designed to direct the CRA's efforts but are not to be interpreted as a definitive course of action nor an exhaustive or complete list of all activities that may be undertaken by the CRA.

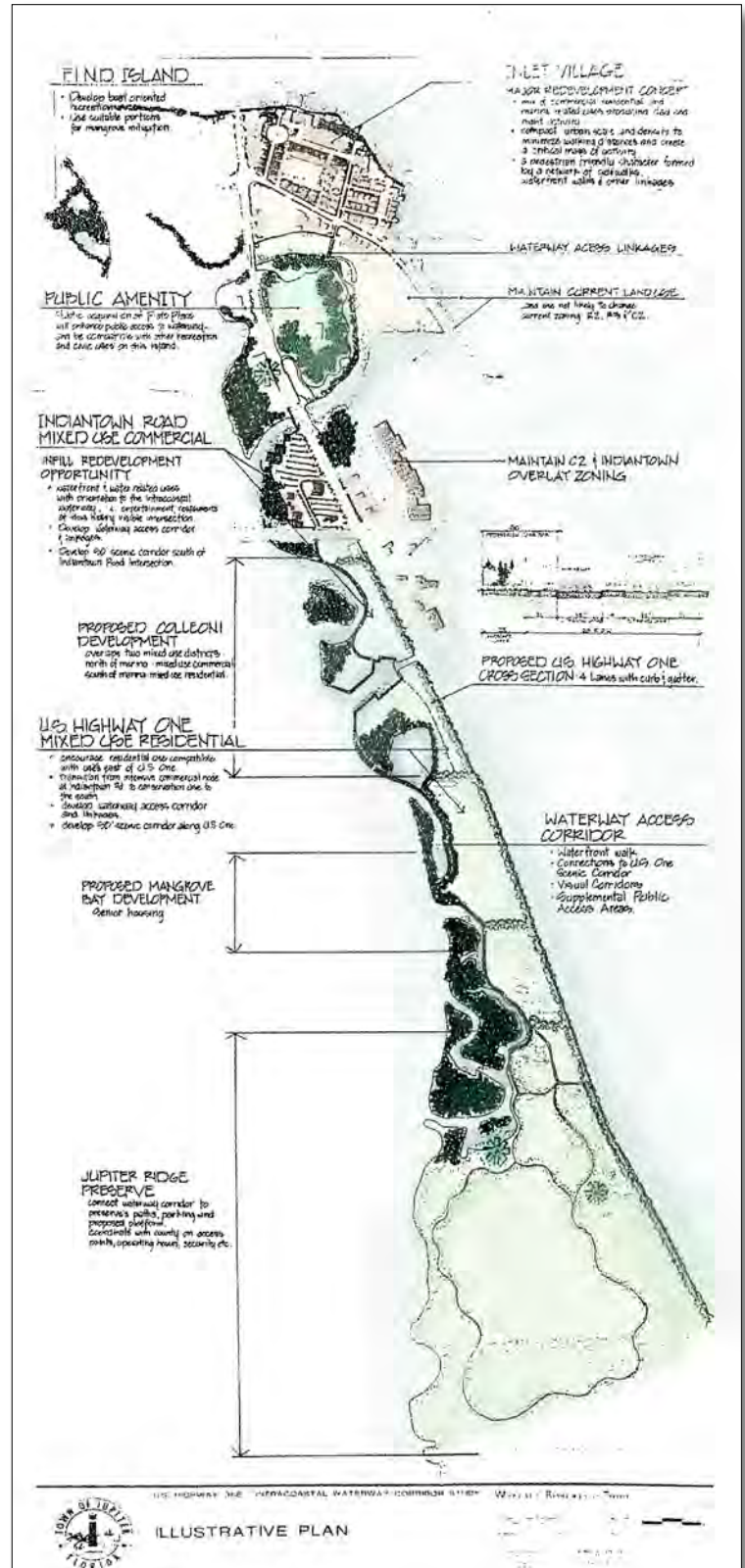


Figure 38 Early redevelopment concepts from the 1997 Intracoastal Waterway/US1 Corridor Study.

GOALS & OBJECTIVES

A. OPEN SPACE & MULTIMODAL CONNECTIVITY

This map has been developed in association with the goals and objectives related to open space, connectivity, and access. The Open Space and Multimodal Connectivity Map identifies existing and future open spaces and the existing and desired interconnections within the CRA boundaries.

"Open Space" includes existing and desired recreational facilities, including the Jupiter Riverwalk, bicycle/pedestrian facilities, public docks, public parking, water taxi docks, fishing areas, parks, open waterways, and natural areas such as mangroves, wetlands, and seagrasses.

The elements of "Multimodal Connectivity" include existing streets located in the Inlet Village as Yarborough, Cramer, Love, Clemons, Saturn, Parkway, and A1A. The Street Layout identifies potential alignments for new roads and alleys that may be advanced to improve vehicular circulation, emergency vehicle access, and connectivity between roadways. The CRA may use Tax Increment Financing (TIF) to acquire rights-of-way and construct these improvements.



Figure 39 Image of path on Jupiter Ridge.

OPEN SPACE & MULTIMODAL CONNECTIVITY

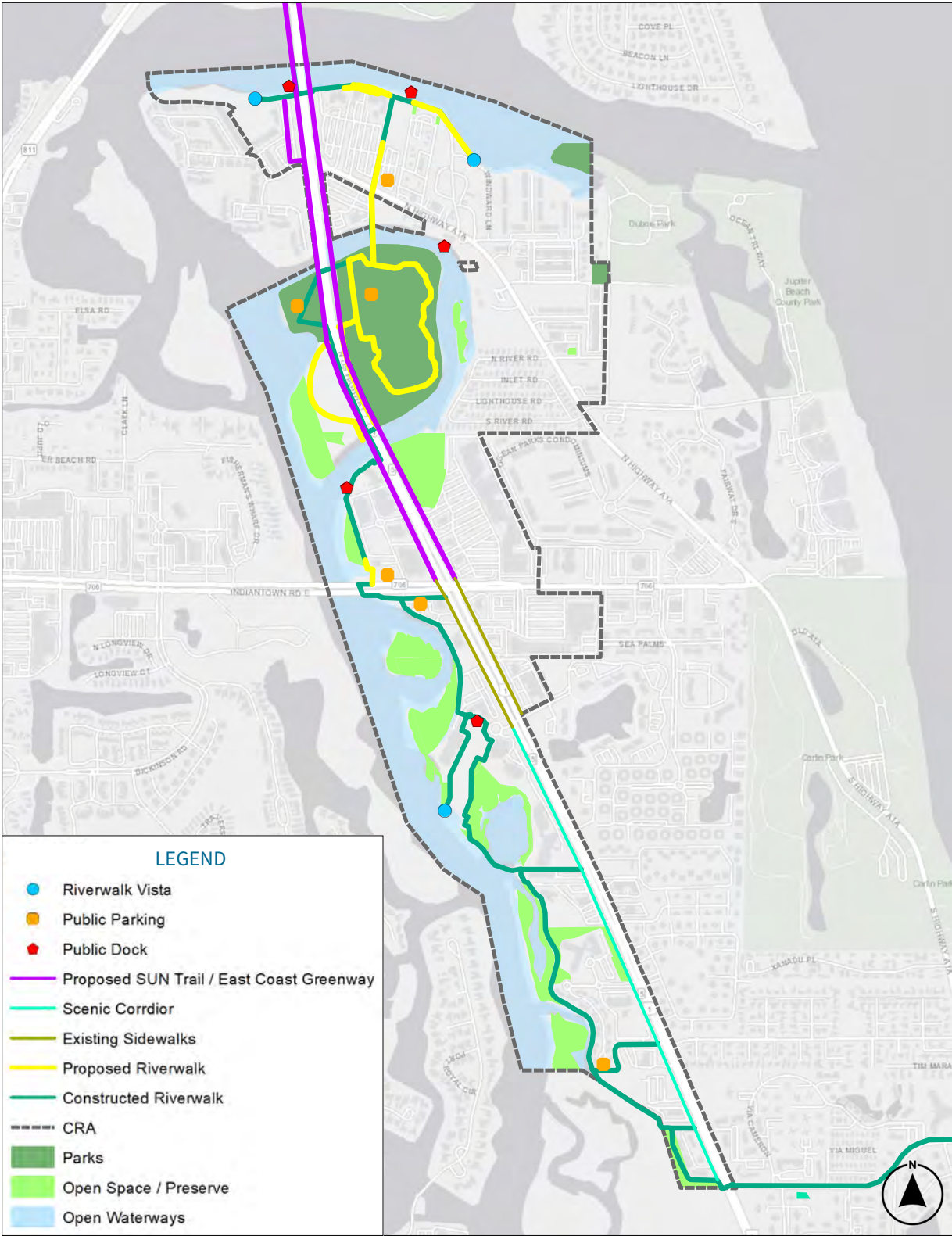


Figure 40 Map of Open Space & Multimodal Connectivity

PUBLIC WATERFRONT ACCESS & AMENITIES

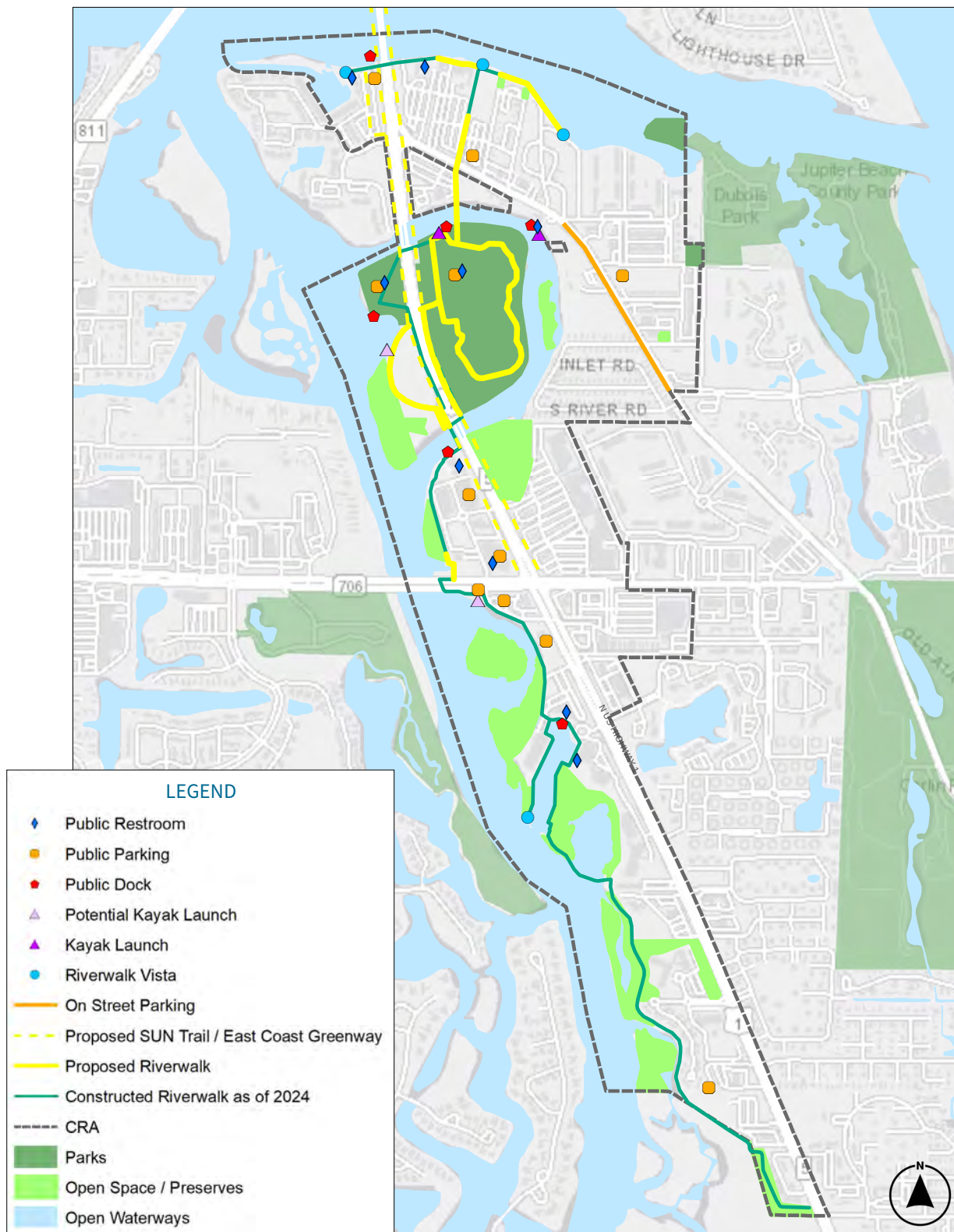


Figure 41 Map of Public Waterfront Access and Amenities

GOALS & OBJECTIVES

GOAL:

To create or enhance public gathering or open spaces along the waterfront and throughout the CRA district that are safely accessible by pedestrians, bicyclists, boaters, and vehicles.

OBJECTIVES:

Plan and build a connected system of public gathering and open spaces, pedestrian, bicycle and vehicular traffic circulation improvements, and private/public docking and parking facilities.

4.1.1. Provide and build a waterfront recreational corridor which will provide public access to the Intracoastal, Jupiter Oxbows, and Jupiter Inlet waterways.

4.1.2 Provide and/or increase centralized and shared public and private parking opportunities throughout the CRA district to encourage residents and visitors to walk or bike to their destination.

4.1.3 Maintain public and private docking facilities and marinas to accommodate access to the Riverwalk and Inlet Village via boat.

4.1.4 Provide incentives via a Planned Unit Development process encouraging property owners/developers to construct aesthetically pleasing public gathering spaces along the waterfronts and throughout the CRA district.

4.1.5 Identify and implement opportunities for water taxi facilities, trolley stops, ridesharing, bikesharing, electric vehicle charging, and other transportation modes encouraging residents to access the CRA district via alternative forms of transportation.

4.1.6 Implement multimodal strategies and adopt a Master Transportation Map that identify opportunities for pedestrian, bicycle, trolley, and boat access and circulation throughout the CRA district.

4.1.7 Implement Complete Street Standards for the Inlet Village which provides safe vehicular and multimodal circulation, identifies locations for new streets, and or access easements, provides for connectivity between parcels, establishes desired cross sections including location and width of travel lanes, sidewalks, bike lanes (as warranted), utilities, drainage, on street parking (as warranted), traffic calming, street lights, street trees and street furniture (as warranted).

4.1.8 Enhance the pedestrian/bicyclist environment via landscaping, tree canopy, shade structures, and pedestrian realm improvements throughout the CRA district and Riverwalk corridor.

GOALS & OBJECTIVES

B. DEVELOPMENT TYPE & INTENSITY

Regulations regarding the type, size, height, number, and uses of structures to be constructed within the CRA boundaries are regulated via the US1/Intracoastal Waterway Corridor Zoning District. The US1/Intracoastal Waterway Corridor Sector Map identifies the location of three redevelopment sectors (see **Figure 22**). Each of the three sectors is anticipated to have a mixed-use composition that includes both commercial and residential use.

- The Inlet Village Sector is envisioned to develop as a small village-scale community with a maximum height of up to 3 ½ stories, subject to the approval of waivers.
- The Waterway Commercial Entertainment Sector is envisioned to be a mixed-use district with emphasis on entertainment and commercial uses. This sector has a maximum average height of 35 feet.
- The Mixed-Use Residential Sector is envisioned as a mixed-use district with emphasis on residential uses. This sector has a maximum average height of 35 feet.

The US1/Intracoastal Waterway Corridor Sectors map reflects the location of these sectors.

GOAL:

Stimulate private investments in real property to develop or redevelop properties consistent with the Town of Jupiter's Comprehensive Plan.

OBJECTIVES:

Cause to have developed and adopted by the Town Council zoning districts and regulations consistent with the Town of Jupiter's Comprehensive Plan which promote an active and vibrant waterfront community, allow for a mix of uses, and provide public access and recreational opportunities along the Intracoastal and Jupiter Inlet waterways.

4.2.1 Adopt via zoning district and land development regulations uses, density, intensity, scale and height incentives and limitations consistent with the Town of Jupiter's Comprehensive Plan that will encourage high quality development.

4.2.2 Encourage the development and/or revitalization of properties in the Inlet Village that promote historical and natural character with "destination" type uses such as parks, restaurants, outdoor cafes, hotels, bed and breakfast inns, retail shops, marinas, tour boats, fishing and diving charters, heritage tourism, ecotourism, museums, and galleries.

GOALS & OBJECTIVES

4.2.3 Adopt regulations implementing architectural styles, scale and varying height which respect the surrounding community and historic, archaeological and environmental resources such as the Jupiter Lighthouse, Dubois Park, and Sperry Property.

4.2.4 The CRA and the Town of Jupiter shall be responsible for the implementation and administration of the objectives outlined in the CRA plan.

C. RESIDENTIAL DEVELOPMENT

When the CRA was first established, the housing inventory included just over 450 residential units, with 194 condominium units, 243 mobile home units and approximately 15 single family units.

The inventory of residential units has increased over time, with just over 800 units in 2024. The composition of units is as follows: 490 multi-family units, 133 mobile/manufactured home units, 13 single-family units, and 172 assisted and independent living facility units. Through the Town's comprehensive plan and land development regulations, there is the potential to add residential uses in the various sectors.

GOAL:

Increase the number of people living along the Riverwalk corridor and Inlet Village but outside of the anticipated entertainment by adding small inns, village-scale hotels, and bed and breakfast lodging areas providing for a more active, vibrant, and safe Riverwalk and Inlet Village.

OBJECTIVES:

Consistent with the Town of Jupiter's Comprehensive Plan, encourage a variety of housing types, sizes, and price points where people of varied incomes can purchase and/or lease housing.

4.3.1. Maintain regulations that provide opportunities for residential units throughout the CRA but outside of the anticipated entertainment areas and encourage a mix of unit types, sizes, and price points.

GOALS & OBJECTIVES

D. PUBLIC PARKS & RECREATION AREAS

GOAL:

Optimize opportunities for acquisition of new park properties, increased environmental and historical education, engagement, and waterfront access via the Riverwalk project, gathering spaces, and recreational opportunities throughout the CRA District.

OBJECTIVES:

Increase public access to the waterfront via the Riverwalk recreational corridor, development of public gathering spaces or squares, parks, and recreational opportunities throughout the CRA Area that promote ecotourism and heritage tourism.

4.4.1 Maintain regulations ensuring the development of the Riverwalk recreational corridor.

4.4.2 Create, via development regulations and incentives, public gathering spaces, squares, amphitheaters, and parks (passive and active) throughout the CRA Area.

4.4.3 Create a connected pedestrian and bicycle system to encourage walking and biking throughout the CRA Area and connecting to surrounding municipal and county systems beyond the CRA boundaries.

4.4.4 Provide yearly operational funding for the improvement and enhancements of the public portions of the Riverwalk, squares, Plaza Down Under, natural areas, or other public assets throughout the CRA Area.

4.4.5 Provide funding and other support for acquisition of new park properties, programs, and events that celebrate and market the waterway, waterfront, Riverwalk, and historic Inlet Village for recreational and environmental purposes.

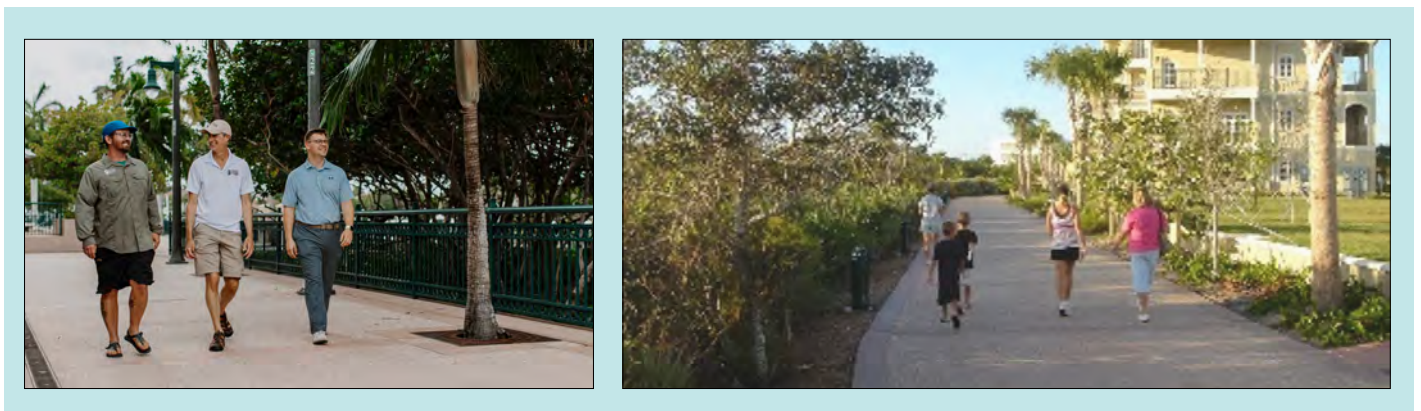


Figure 42 Images of shared use paths in CRA.

GOALS & OBJECTIVES

E. TRANSPORTATION & INFRASTRUCTURE

GOAL:

Develop pedestrian, bicycle-friendly, functional and complete streets; underground utilities; upgraded stormwater facilities; increase and promote green infrastructure and marine restoration; and provide public parking and docks.

OBJECTIVES:

Through public-private partnerships, optimize opportunities to improve the infrastructure and public assets within the CRA Area.

4.5.1 Use development opportunities, tax increment funds and/or other sources of funding to assist in placing all utilities underground.

4.5.2 Promote street construction and reconstruction opportunities with enhanced streetscaping, green infrastructure (e.g., bioswales, bioretention, environmental improvements), replacement of all aged and overhead utilities, and implementation of stormwater facilities as needed.

4.5.3 Identify and secure funding including tax increment finance revenues, grants, bonds, and developer contributions to fund infrastructure improvements.

4.5.4 Facilitate and fund marine restoration activities on public and private lands, including living shorelines, shoreline stabilization and breakwaters.



Figure 43 Rendering of Proposed US1 Bridge Replacement Project with Riverwalk underpass.

GOALS & OBJECTIVES

F. ECONOMIC DEVELOPMENT

GOAL:

To encourage and promote public/private uses and activities ensuring an active, vibrant, and viable Riverwalk and Inlet Village along a healthy marine environment for residents and visitors to enjoy.

OBJECTIVES:

Identify desired uses and activities for the redevelopment area, provide opportunities and/or funding support for those desired uses or activities, marketing, and promotional activities as appropriate that will ensure an active, diverse, vibrant, and resilient Riverwalk and Inlet Village.

4.6.1 Identify businesses and activities that are consistent with the goal of an active and vibrant Riverwalk and Inlet Village.

4.6.2 Develop a marketing initiative that will identify the Riverwalk and Inlet Village as a destination location, and promote businesses, heritage tourism, ecotourism, and activities throughout the CRA Area.

4.6.3 Provide tax increment funding to assist in the development of desired and targeted waterfront improvements including but not limited to marine restoration (e.g., living shorelines, shoreline stabilization, breakwaters), marinas, docks, fishing piers and platforms, and water taxi facilities.

4.6.4 Provide tax increment funding to encourage the development of desired uses, businesses, and activities within the CRA Area.



Figure 44 Harbourside Amphitheater.

CRA PRIORITIES

In Florida, community redevelopment is governed under Chapter 163, Part III, F.S., which identifies a series of agency requirements that must be maintained through the implementation of the effort that are supplemented by additional local areas of emphasis. The Jupiter CRA Plan acknowledges these statutory requirements and local desires, noting them as CRA Priorities as defined in this section.

A. REMOVAL OF SLUM & BLIGHT

In Fall of 2001 the Town Council commissioned a “Findings of Blight” study to evaluate existing conditions along US1 Highway One and the Inlet Village, which concluded the area met the “Blight” criteria set forth by Chapter 163, Part III, F.S. necessary to establish a CRA Area. This finding was further evidenced in 2011 with the inclusion of five additional parcels, thereby expanding the CRA from its original 397 acres to its current 399 acres. The CRA boundaries were identified and documented as part of that process.

As detailed in the agency's findings, the CRA district still contains areas with defective or inadequate street layouts, faulty lot layouts, deteriorated site improvements, inadequate and outdated density patterns, and inadequate transportation and parking facilities and infrastructure that have impaired or hindered sound growth and prevented the agency from achieving its goals and desired outcomes. The major charge of the CRA is the consistent removal of these conditions while preserving and enhancing the tax base of the CRA district. The CRA continues to provide and leverage investments in infrastructure and environmental actions to enhance the district and the sustainability of its economic, environmental, and social qualities.

The CRA has provided financial assistance and incentives to construct or encourage improvements to existing properties ~ commercial, residential, and vacant ~ through varied direct and indirect programs and projects all of which have helped stimulate private reinvestment in structures and other improvements within the redevelopment district. Continued implementation of the CRA will help achieve the CRA's goals, eliminate blight, and advance its priorities.



CRA PRIORITIES

B. NEIGHBORHOOD STABILITY

The purpose of redevelopment activities is to protect, preserve, improve, and enhance the built and natural environments that characterize the area. When the CRA was established, the majority of the property within the CRA was comprised of mostly vacant and under-utilized commercial properties. Proposed redevelopment activities include the construction of new residential units, mixed-use and commercial developments, an entertainment district, the Riverwalk, transportation and stormwater improvements, and public parking and docking facilities. Additionally, the CRA has helped facilitate, directly and through partnerships, the creation, restoration, preservation, and enhancement of environmental, recreational, historic, and archaeological lands and resources that help support the sustainability of the redevelopment district. These redevelopment activities have not negatively impacted neighborhoods and have been beneficial for neighborhood integrity and vitality.

Multi-family residential uses have increased in the CRA district, with new construction focused in the Inlet Village and US1 districts. While some conversion has occurred from residential homes to commercial use, these impacts are minimal, and the net number of new residential units has increased considerably. It is the CRA's intent to ensure the variance in the composition of land use will have an overall beneficial effect to the property owners or return on their investment.

This Plan is not intended to remedy a shortage of housing for residents of low or moderate income as there is an existing stock of condominium units and mobile/manufactured housing within the redevelopment district that provides opportunities for these income populations, and further, other locations within the Town of Jupiter can more appropriately satisfy the housing needs of such income populations. The Town and its CRA continue to coordinate with affordable housing entities concerning the development of affordable housing to address this priority. The Town's inclusionary workforce housing regulations and linkage fees are required of development in the CRA.



Figure 46 Image of Riverwalk

CRA PRIORITIES

C. ENVIRONMENTAL QUALITY

Environmental Quality shall be improved by the redevelopment efforts and projects to be undertaken by the CRA. Development and redevelopment projects shall meet current and more stringent environmental standards of town, state and federal regulations.

D. TRAFFIC CIRCULATION

It is the intent of the CRA to maintain the character of the multimodal transportation network within the redevelopment district, with emphasis on the connectivity, access, and mobility of the Inlet Village. The CRA prioritizes a safe street network that balances the needs of the traveling public, with emphasis on non-motorized users.

E. RELOCATION PROTECTIONS

The CRA does not anticipate the need to relocate businesses or residents as a result of property acquisition or implementation of projects within the CRA Area. Should it be determined that the CRA would need to acquire a property with a business or residential unit, the CRA shall adopt appropriate provisions for the relocation of any business or residents in conformance with all applicable State and Federal laws.

F. AVAILABILITY OF COMMUNITY SERVICES & FACILITIES

Additional capacity for water, sewer, stormwater, traffic and school impacts are subject to town, county and state impact fees ensuring sufficient capacity for projects constructed within the CRA Area.

In coordination with the Town, the CRA continues to evaluate infrastructure needs to determine the need for upgrade, expansion, and replacement.



Figure 47 Stormwater outfall at Love Street

CRA PRIORITIES

G. EFFECT UPON SCHOOL POPULATION

The demographics of the residents moving into the CRA Area are primarily “empty nesters,” second home owners, and active retirees. It is not anticipated that the CRA Area will be home to a significant number of school-aged children. Therefore, impacts to schools are not anticipated.

H. PHYSICAL & SOCIAL QUALITY OF THE DISTRICT

It is the intent of the CRA, through its investments, grant funding, and public/private redevelopment activity to improve the physical and social qualities of the redevelopment district.

Through the implementation of the CRA plan, the desired outcomes include improved access to the waterfront, redevelopment and infill development, improved bicycle pedestrian facilities, better integrated transportation facilities, and enhanced environmental conditions.

The physical and social qualities within the district will continue to improve with the implementation of the redevelopment plan. The strategies provided in the Plan will ensure the Riverwalk corridor, Entertainment District (amphitheater), and Inlet Village become active and vibrant destinations promoting social interaction among residents within the CRA Area and the Town of Jupiter.

I. ECONOMIC ENHANCEMENT

It is the intent of the CRA, through its projects, programs, investments, and public/private redevelopment activity, to enhance the economic conditions of the redevelopment district. The values of properties and structures within the district will continue to improve with the implementation of the redevelopment plan.

J. RESILIENCY

The resiliency of the Town of Jupiter is a priority that has broadened over time. Typically considered as measures to harden an area and structures from the impacts of weather events and changes in environmental conditions, the concept of resiliency has broadened to also include economic sustainability and the preparation of communities to withstand unforeseen economic hardships. It is the intent of the CRA, through its projects, programs, investments, and leadership, to boost the resiliency of the district in its broadest definition.

CRA PRIORITIES

K. COMMUNITY POLICING INNOVATIONS

The CRA Area encompasses approximately 399 acres of land, including both upland and submerged lands, and is comprised mainly of waterfront residential, commercial, and mixed-use developments, entertainment areas, direct access to two county parks (Jupiter Ridge Natural Area, which is located just outside the CRA boundary, and Burt Reynolds Park), and extensive marina and waterfront use. The Riverwalk recreational corridor is the common thread that connects most of these uses.

Policing efforts within the CRA are undertaken by the Town of Jupiter's Police Department and other law enforcement agencies such as the Marine Patrol and Sheriff Office's Park Unit. The Town's Marine Patrol Unit provides complementary patrol of the waterways and the Riverwalk. A police substation is located in the Harbourside development.

As projects within the CRA Area have developed, particularly including the entertainment districts and special events, additional police services have been needed to support the implementation of the redevelopment plan. In addition to supplemental police oversight and surveillance activities, specialty policing activities such as bicycle patrol and citizens' volunteers may be necessary. The Town's Citizen Advisory Group, which is overseen by the Police Department, will continue to be provided to the Town as needed. The Citizen Advisory Group includes local residents and business owners who live, work, and recreate within the CRA district and are trained to identify and report suspicious activity to the Police Department. Officers assigned to this program would be anticipated to meet as needed with residents, business owners, other CRA property owner groups, and business associations.



Figure 48 Jupiter's innovative community policing helps improve the safety of the redevelopment district.

CRA PROJECTS & PROGRAMS

To implement the goals of the CRA, a series of projects and programs have been developed to stimulate private investment, advance the protection and enhancement of key resources, improve quality of life, and enhance the sustainability and resilience of the area. Overall redevelopment strategies of both the CRA and the Town are embodied within the projects and programs detailed in this chapter.

The following sections will provide a summary of projects and programs. For organizational purposes, this chapter is organized as follows:

PROJECTS

This section includes projects to be created, managed and/or funded by the CRA to address specific concerns and needs. Projects may be funded wholly by the CRA or may be augmented by funding from the Town, agency partners, grants, and private contributions.

PROGRAMS

This section includes activities by the CRA to be undertaken independently or in partnership with others to help the CRA implement its goals. CRA programs exist as "tools in a toolbox," whereby any individual program may apply to a number of different properties or initiatives in the redevelopment area. This approach allows the CRA to tailor its redevelopment activities to serve the needs of the area as they evolve over the remaining life of the CRA.



Figure 49 Rendering of Proposed US1 Bridge Replacement Project

SUMMARY OF CRA PROJECTS & PROGRAMS

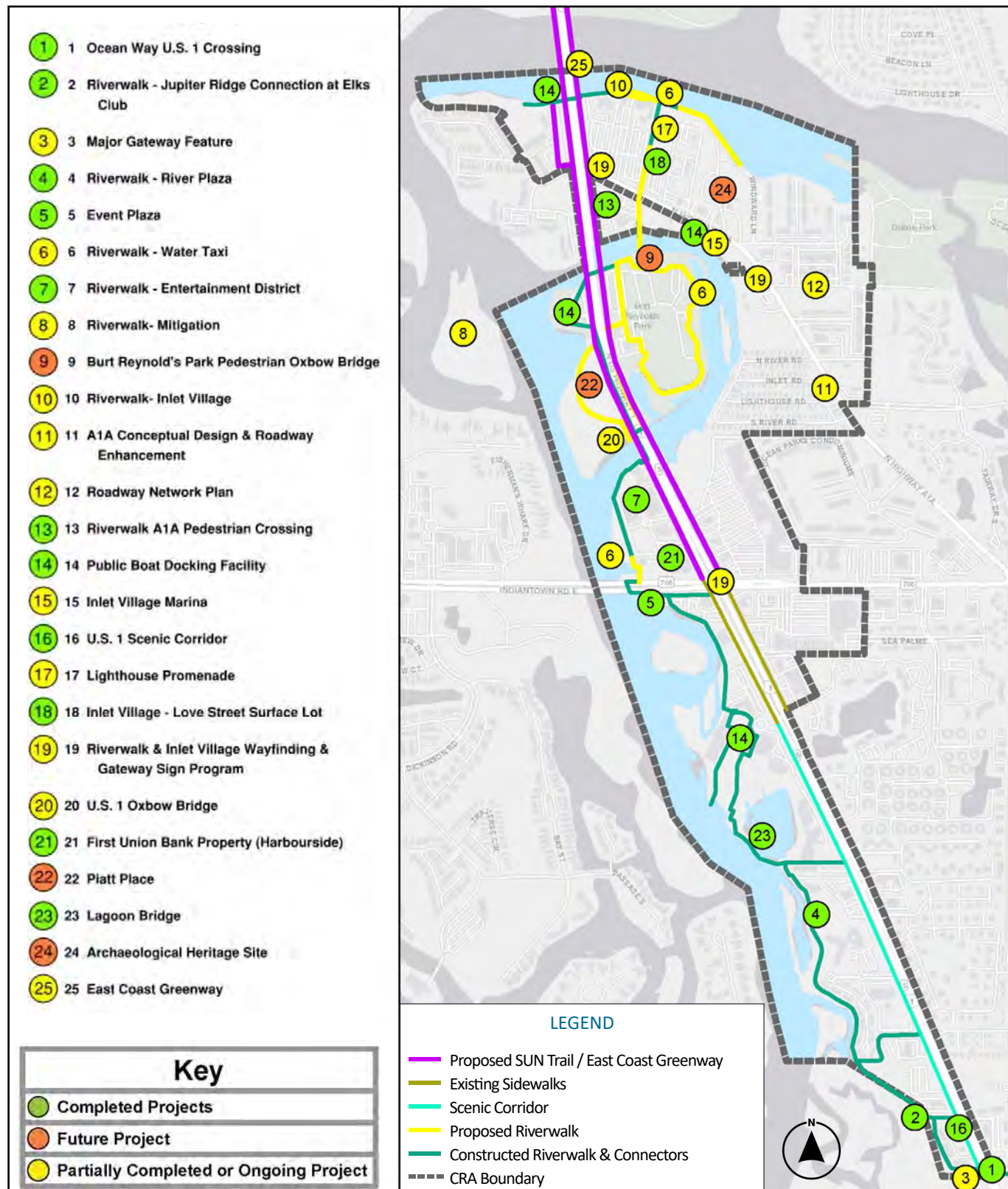
PROJECTS

- A. Environmental Restoration & Enhancement
- B. Jupiter Riverwalk
 - SUN Trail Section
 - Inlet Village Section
 - Lighthouse Promenade
 - Oxbow Crossing
 - Piatt Place/Burt Reynolds Park Connections
- C. Piatt Place Improvements
- D. D. Mobility Improvements
 - Complete Street Roadway Improvements
 - Internal Access Improvements
 - Bicycle & Pedestrian Improvements
 - Bikesharing
 - Ridesharing
 - Transit
 - Electric Vehicle Charging Network
 - Launches for Personal Watercraft
- E. Inlet Village Parking Improvements
- F. Inlet Village Marina Park Improvements
- G. Wayfinding & Gateways

PROGRAMS

- A. Property Acquisition
- B. Site Development & Assistance Program
- C. Environmental Enhancement Program
 - Living Shorelines
 - Habitat Creation & Restoration
 - Enhanced Seawall Repair & Replacement
 - Resiliency & Sustainability Improvements
- D. Parking Program
 - Alternate Parking Strategies
 - Shared Parking
- E. Small Business Incentive Program
- F. Marine Navigational Assistancess
 - Derelict Vessel Removal
 - Waterway Surveillance & Enforcement
- G. Accessibility & Circulation Program
 - Trolleys / Transit
 - Water Taxis
- H. Community Policing Innovation Program
- I. Financial Incentives

CRA PROJECTS & PROGRAMS MAP



PROJECTS

A. ENVIRONMENTAL RESTORATION & ENHANCEMENT

DESCRIPTION

Positioned along the banks of the Loxahatchee River-Lake Worth Creek Aquatic Preserve, at its intersections with the Loxahatchee River and Atlantic Ocean, natural resources are one of the hallmarks of Jupiter's economy, identity, and quality of life. The Town's geography includes upland, estuarine, and tidal marine resources, which have been impacted over time by both natural and man-made influences. Existing environmental resources require continued restoration and enhancement to maintain their functionality, sustainability, and resilience. Further, the creation of new environmental resources, such as habitat generated through living shorelines, native plantings, and marine structures such as reef balls, expand the viability of environmental systems and, in turn, the continued success of the redevelopment area. Additionally, improving the control and quality of stormwater discharge through enhanced stormwater management is beneficial to the overall redevelopment effort. The CRA may expend agency revenues towards related projects, including design, permitting, engineering, and construction activities.

OBJECTIVE

To maximize the health and quality of environmental resources within and surrounding the CRA district; provide environmental stewardship; and support the implementation of the Town's goals related to sustainability, resiliency, and quality of life.

FUNDING

CRA Revenues, Grants, Developer Contributions



Figure 50 Shoreline and marine habitat

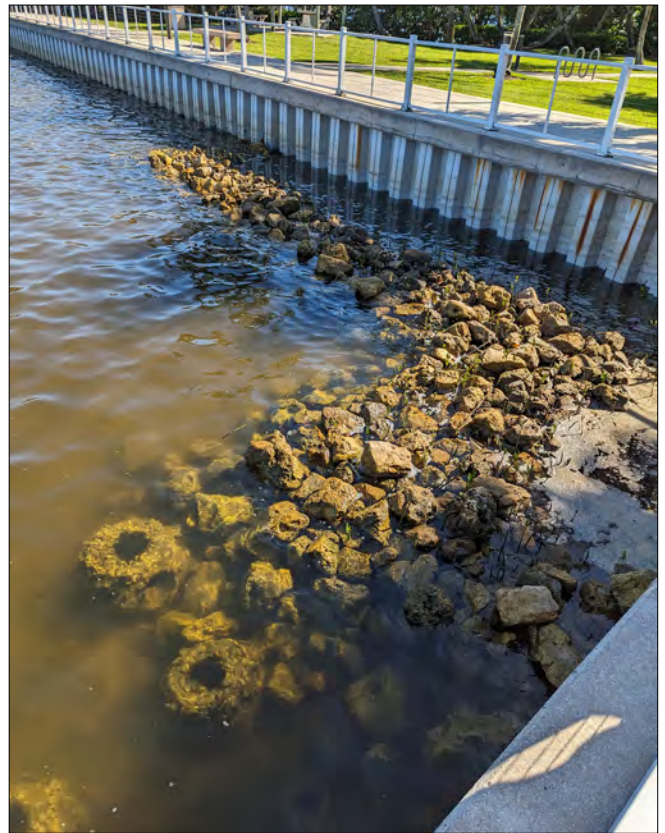


Figure 51 Living shoreline with riprap, reef balls, and mangrove seedlings

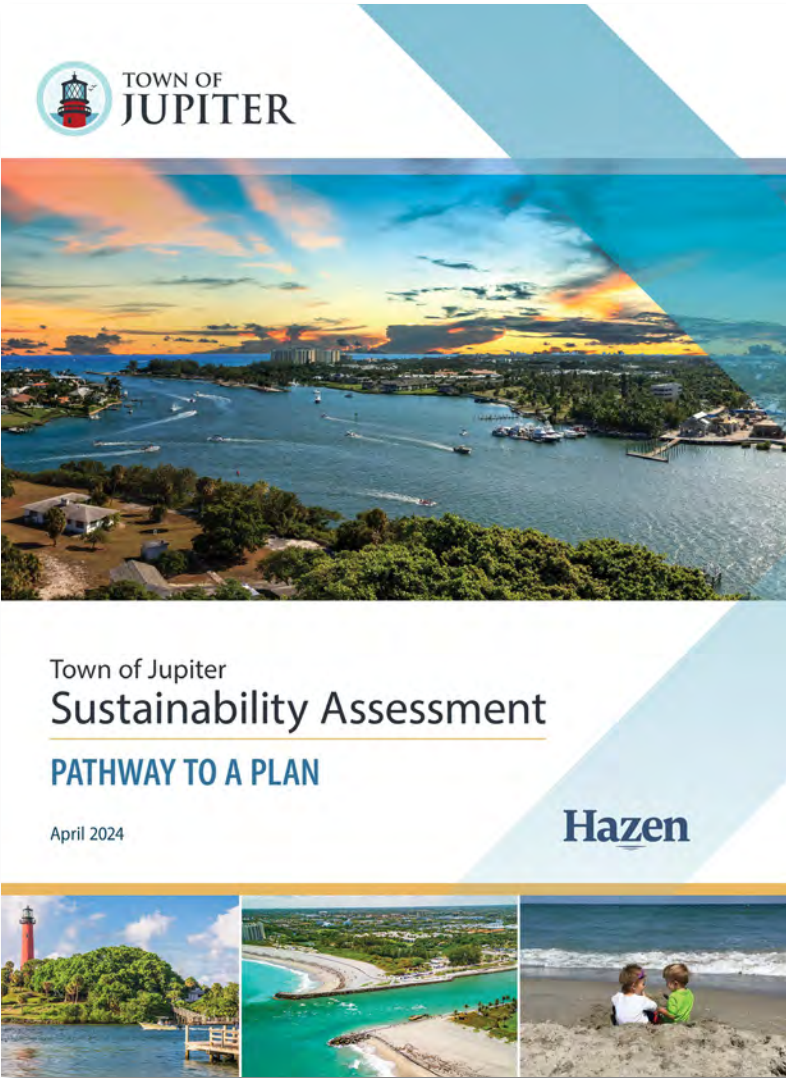


Figure 52 The Town of Jupiter has a long-standing commitment to sustainability



Figure 53 Upland Habitat



Figure 54 2023 Sand Trap Dredging Operation



Figure 55 Public access to the Intracoastal Waterway enhanced through redevelopment activity

B. JUPITER RIVERWALK

OVERVIEW

The Jupiter Riverwalk is a signature transportation and recreational facility that traverses the entire CRA district and is part of the East Coast Greenway (running from Maine to the Florida Keys). The Riverwalk provides off-road connectivity for pedestrians, cyclists, and other personal modes. The multi-use, ADA-compliant network of trails and boardwalks runs primarily along the eastern shoreline of the Intracoastal Waterway from the Jupiter Ridge Natural Area north to the Jupiter Inlet. The Riverwalk is designed to connect users to a variety of upland destinations, including environmentally sensitive lands; residential and commercial uses; marinas; historic and cultural resources; and waterfront parks and plazas. Construction of the Riverwalk began in the early 2000s, and the facility has been built in segments through public and private lands and in conjunction with private development. When completed, the Riverwalk will encompass approximately 4 miles.

In 2015, Florida created a statewide “SUN Trail” network, which is a system of premium, paved multi-use trails covering the state. The Jupiter Riverwalk includes portions that are on the SUN Trail network as well as additional portions that lie outside but complement the statewide system. The CRA Plan details the various Riverwalk portions as individual projects, distinguishing the SUN Trail portion separately as it can be funded with dedicated state funding as compared to the other portions.

Riverwalk infrastructure can enhance shoreline stabilization, and pilings and support components provide additional habitat. It is acknowledged that mitigation may be required for certain Riverwalk sections, which may occur outside the CRA boundary, but will primarily occur within the CRA.

The Riverwalk is envisioned to also include gateway features to identify access points and facilitate access to the facility. Riverwalk gateway components may include signage, lighting, landscaping and irrigation, safety elements (e.g., call boxes, lifesaving equipment, AEDs, surveillance cameras, lightning detection) and gathering areas to accommodate pedestrians and bicyclists waiting to cross US1. Identified gateway locations include US1 at Coastal Way/Jupiter Yacht Club (completed); Ocean Way/US1 (underway), and US1 at Burt Reynolds Park (potential).

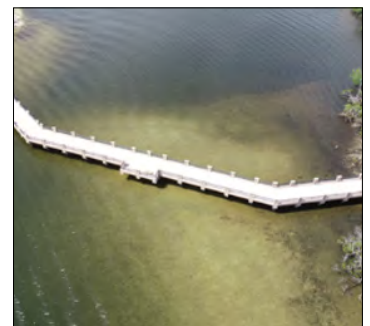
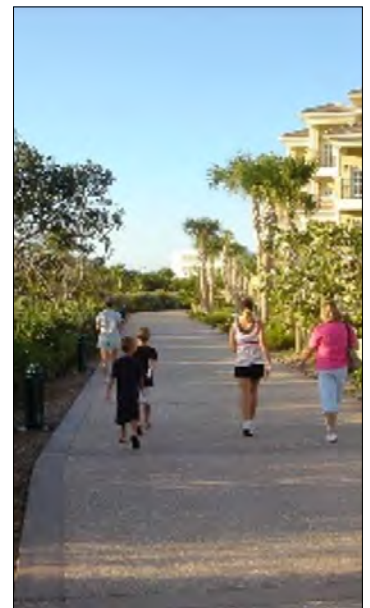


Figure 56 Images of Riverwalk.

JUPITER RIVERWALK

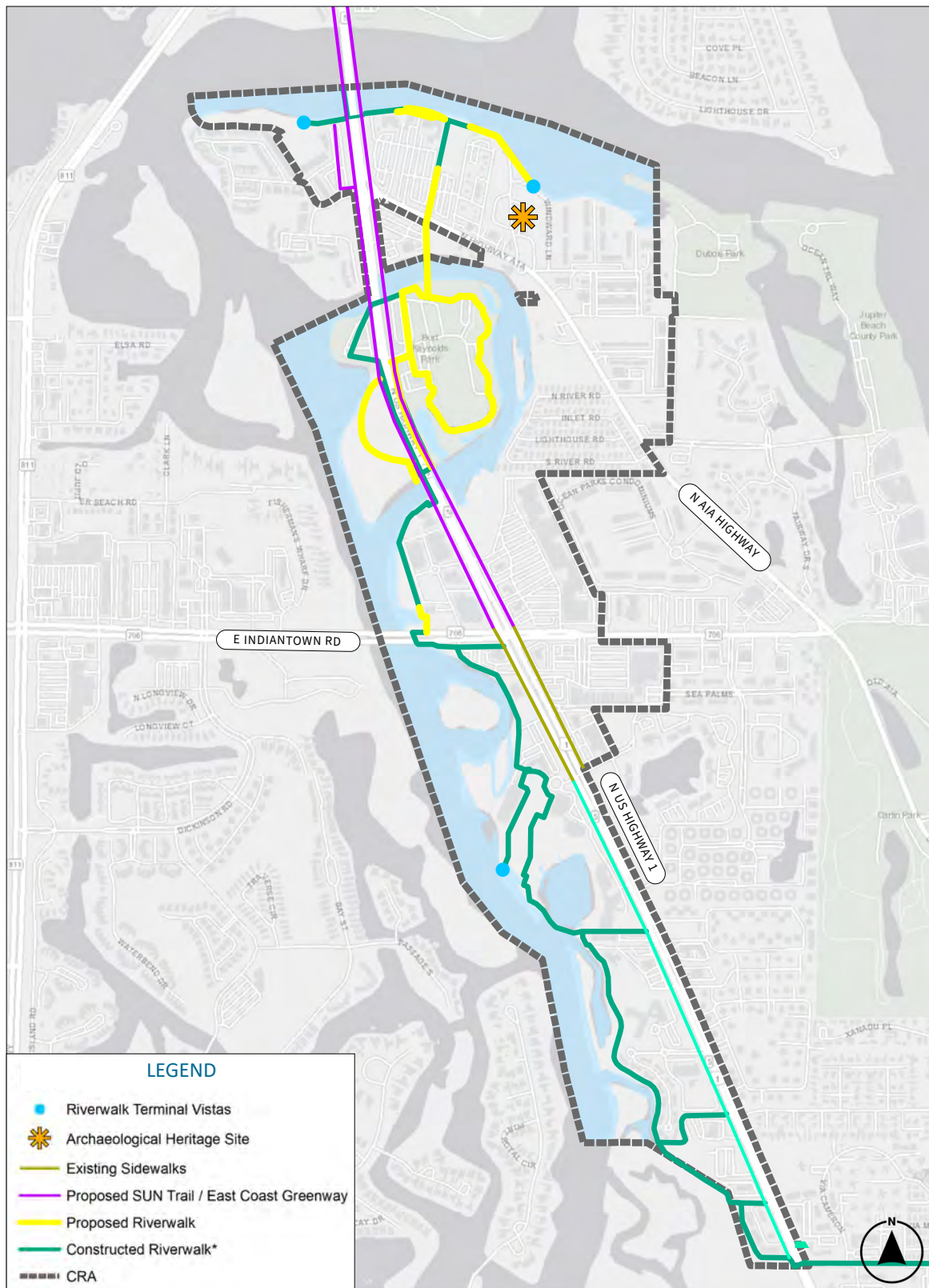


Figure 57 Riverwalk alignment map

JUPITER RIVERWALK



Figure 58 Plaza Down Under at the Riverwalk Events Plaza - on the SUN Trail Section.



Figure 59 The Riverwalk includes land-based and over-water sections as appropriate for the locational context.

JUPITER RIVERWALK

SUN TRAIL SECTION

DESCRIPTION

Florida's SUN Trail system is a roughly 5,000-mile statewide network of premium, paved multi-use trails that stretch across the state. Along Florida's east coast, the SUN Trail network includes the Florida portion of the East Coast Greenway (ECG), which is a 3,000-mile national facility running from Calais, Maine to Key West. The portion of the Jupiter's Riverwalk included on these two larger networks totals roughly 2.8 miles, including the generally north/south alignment running parallel to US1 as well as the east/west segment along Ocean Way that connects users from US1 to State Road A1A. Of this, approximately 2.09 miles has been constructed and designated by ECG, with the remaining unbuilt portions lying between Harbourside Place and the Jupiter U.S. One Bridge.

The SUN Trail system is managed by the Florida Department of Transportation, which oversees planning, funding, and construction activities. Trails included in the SUN Trail system must meet minimum dimensional standards (typically not less than 12 feet wide, depending on physical or environmental constraints) and be physically separated from roadways. In areas with extreme constraints, such as bridges or environmentally sensitive lands, widths may be reduced to 8 feet.

OBJECTIVE

To support the completion of the Riverwalk system as a signature component of both the Florida SUN Trail network and East Coast Greenway.

FUNDING

FDOT, CRA Revenues, Grants



Figure 60 SUN Trail facilities are wide enough to accommodate people walking or biking side-by-side.



East Coast



Greenway

JUPITER RIVERWALK

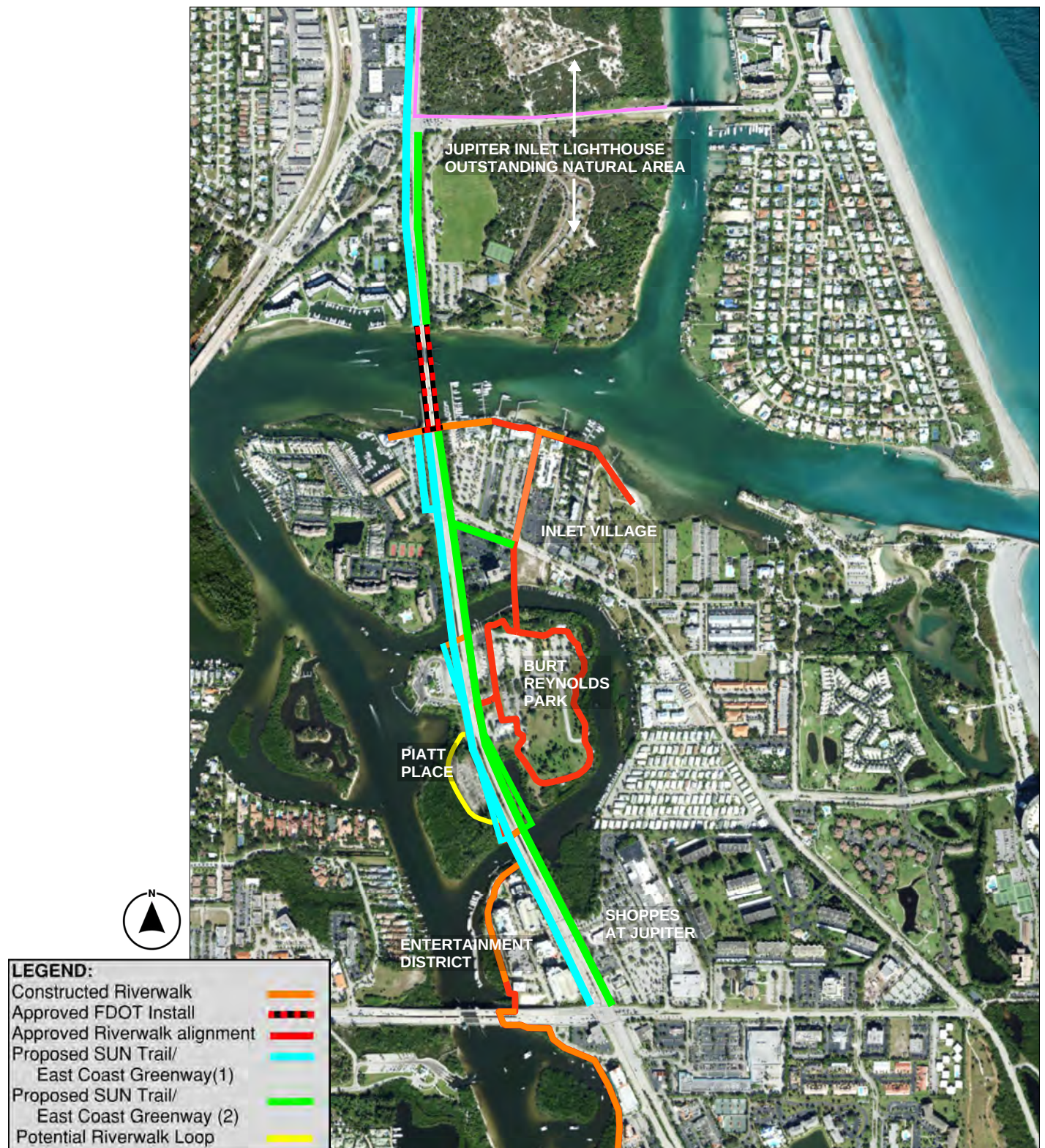
SUN TRAIL SECTION



Figure 61 Map of SUN Trail Program with logos for the Sun Trail and East Cost Greenway

JUPITER RIVERWALK

SUN TRAIL SECTION



JUPITER RIVERWALK

INLET VILLAGE SECTION

DESCRIPTION

The Jupiter Inlet Village lies at the northern end of the CRA district along the banks of the Jupiter Inlet and Loxahatchee River, primarily east of US1. The Riverwalk section through the Inlet Village will be a showpiece for the CRA, providing waterfront gathering spaces and access to restaurants and retail establishments. This section begins at 1000 North and runs east past a series of restaurants and public and private gathering spaces, ending in the vicinity of the former Sperry Boathouse on the old "Suni Sands" property, which included the former dock for the Celestial Railroad terminus and currently includes an archeologically significant Indian mound. The total Inlet Village Riverwalk section is roughly 2,100-feet long with a mix of existing and planned components. The Suni Sands property is a particularly noteworthy Riverwalk feature as the Town's original settlement began in this location, and its cultural assets underscore the importance and contribution of this property to Jupiter's historic legacy. The westernmost Inlet Village segment includes both a section at 1000 North as well as a section below the new US1 bridge that will be constructed by FDOT with funding from the CRA. From the US1 bridge traveling east, some Riverwalk segments are constructed (e.g., Charlie & Joe's, Beacon, Lucky Shuck) while others remain unbuilt along Jetty's, Pelican Club, Castaways, and the Sperry property. An intersecting inland segment will connect Riverwalk users from the Lighthouse Promenade across A1A and through the 1001 US1 property to the planned "Oxbow Landing", which is due north of Burt Reynolds Park.

The fragmentation of the Inlet Village section of the Riverwalk is complicated by the need for private redevelopment activity to enable completion of the facility. As such, the Inlet Village section is envisioned to include both upland and over-water components. The Town has noted a series of constraints in the waterfront area, including aged seawalls, existing docks, and minor environmental impacts, which will be evaluated as the project advances.

OBJECTIVE

To provide public access and a gathering space for the community, connectivity, and a destination enhancement for the restaurants and retail establishments along the corridor while creating additional opportunities for marine habitat.

FUNDING

CRA Revenues, Grants, Developer Contributions



Figure 62 Riverwalk infrastructure is part of the US1 Bridge replacement .

JUPITER RIVERWALK

LIGHTHOUSE PROMENADE

DESCRIPTION

The Lighthouse Promenade is envisioned to be the main street of the Inlet Village, connecting users from A1A to a landing at the Riverwalk that has spectacular views of the Jupiter Lighthouse, Intracoastal Waterway, and Jupiter Inlet. The Promenade is intended to function as both a transportation facility as well as a "uniquely Jupiter" public gathering space. A private development component of the Love Street Project (Charlie and Joe's) improved the northern half of the Lighthouse promenade with public realm enhancements, including pedestrian features, specialty pavement, lighting, and landscaping. The southern half of the Promenade, abutting the Love Street public parking lot and Pelican Club, still requires a continuation of the specialty pavement, a western sidewalk, and additional pedestrian features. Early phases of the project have been completed, with additional improvements needed to complete the project.

OBJECTIVE

To enhance the redevelopment district with enhanced transportation and pedestrian amenities, public infrastructure, and placemaking to celebrate with Jupiter Lighthouse and waterfront ambiance.

FUNDING

CRA Revenues, Grants, Developer Contributions



Figure 63 Lighthouse Promenade in the evening.



Figure 64 Lighthouse Promenade following initial phase of improvements

JUPITER RIVERWALK

OXBOW CROSSING

DESCRIPTION

The waterways in and around the CRA district are among its most notable features, enhancing the identity and destination quality of the area. Burt Reynolds Park, a County facility, lies proximate to the Inlet Village across an oxbow and could be potentially connected by an extension to an "Oxbow Landing" at the terminus of the Lighthouse Promenade Riverwalk segment. A distinctive pedestrian connection, crossing either via bridge or ferry, could add to the Riverwalk experience and create a more direct, convenient Inlet Village connection to public parking and other activities on the park property. Additional access to Burt Reynolds Park exists via Riverwalk underpasses that have been previously constructed below US1.

OBJECTIVE

To provide a safe, convenient, and unique connection for residents and visitors from Burt Reynolds Park to the Inlet Village, enhancing access to public parking and park activities and celebrating the Lighthouse Promenade.

FUNDING

CRA Revenues, Grants

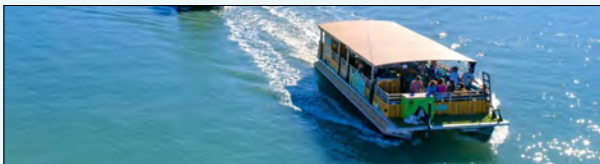


Figure 65 Proposed Plan of Oxbow Bridge



Figure 66 Aerial of Burt Reynolds Park- Oxbow Pedestrian Bridge

JUPITER RIVERWALK

PIATT PLACE /BURT REYNOLDS PARK CONNECTIONS

DESCRIPTION

The Piatt Place property provides opportunities for various Riverwalk elements. A Riverwalk segment could be extended along or into the natural waterfront habitat located on the western edge of the property and enhance the overall Riverwalk experience. This segment could include either surface pathways or boardwalk sections along or through the shoreline mangrove habitat, a kayak launch, lighting, pedestrian amenities, and interpretative signage. In addition, a Riverwalk boardwalk segment could be extended over water from Piatt Place north to Burt Reynolds Park that would provide an interesting user experience while protecting the area's very significant seagrass habitat from unregulated moorings.

OBJECTIVE

To enhance the redevelopment district with Riverwalk segments that protect and celebrate Jupiter's natural habitat and provide educational opportunities about the area's ecosystem.

FUNDING

CRA Revenues, Grants



Figure 67 Mangrove habitat interpretive signage.



Figure 68 Sunset views framed by mangroves.



C. PIATT PLACE IMPROVEMENTS

DESCRIPTION

This 4.86-acre property was purchased by the Town in 1999, prior to the establishment of the CRA. Located approximately 400 feet north of Harbourside Place and south and west of Burt Reynolds Park, the "Piatt Place" property can accommodate a range of uses, both public and private, to enhance the CRA district. The property can also accommodate a Riverwalk connector, potentially along the US1 frontage as well as adjacent to or through the natural habitat along the waterway. The property has a unique recreational advantage, with various habitat types, some of which require restoration. In addition, the property's waterfront location may be appropriate for a kayak launch and other recreational amenities.

OBJECTIVE

To enhance the CRA district through redevelopment of the Piatt Place property.

FUNDING

CRA Revenues, Town of Jupiter, Grants



Figure 69 Existing conditions of Piatt Place

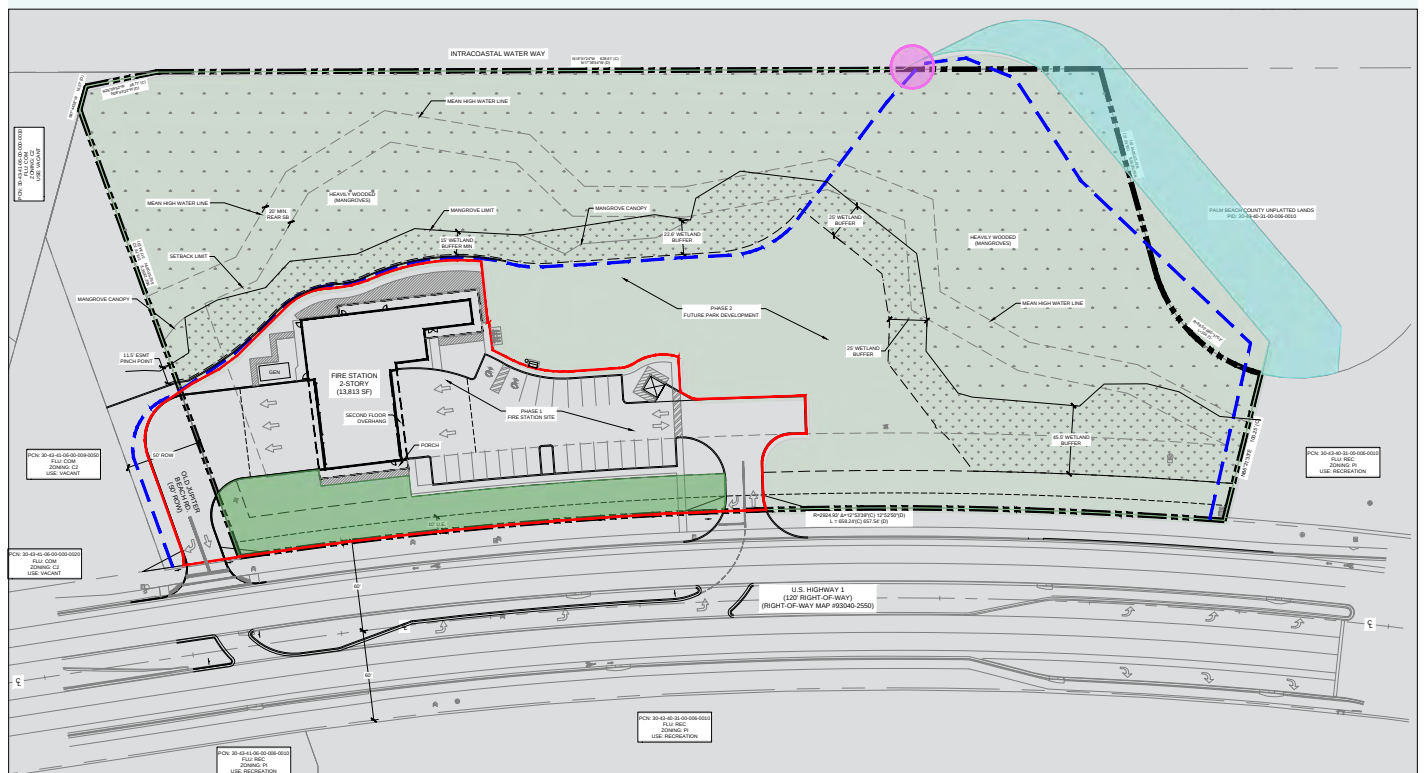


Figure 70 Concept plan of Piatt Place property

D. MOBILITY IMPROVEMENTS

COMPLETE STREET ROADWAY IMPROVEMENTS

DESCRIPTION

Complete Streets is an approach to planning, designing, and building streets that enables safe access for all users, of all ages and abilities, including motorists, pedestrians, bicyclists, transit riders, and others. Redevelopment in the CRA district would be benefited by improved mobility and accessibility that supports a range of multimodal transportation options, with a focus on safety, efficiency, and connectivity. Enhancing the CRA's roadway grid, with expanded interconnectivity through alleys and easements as appropriate, will contribute to the sustainability of the district. In the Inlet Village section; there is a need for an alley system and additional cross access between parcels to allow for better connectivity in an area with nonconforming right-of-way widths. Roadway replacement may be needed due to aging infrastructure, stormwater enhancements, and efficiency benefits.

OBJECTIVE

To improve the safety, efficiency, and connectivity of transportation within the CRA district.

FUNDING

CRA Revenues, Grants, Developer Contributions



Figure 71 Textured pavement and chicane.



Figure 72 Example of a paved crosswalk and refuge.



Figure 73 Example of bike lane markings with protected intersection.

MOBILITY IMPROVEMENTS

ALLEY/STREET ACCESS IMPROVEMENTS

BACKGROUND

As the CRA district's accessibility and connectivity are enhanced, property values are improved, and the transportation network can function more efficiently and safely. A series of potential connections and roadway improvements have been identified to enhance the transportation network. Roads that have been partially improved or where future connections are anticipated include: Parkway Street, Jupiter Beach Road roundabout, Barden Crossing and a parallel roadway to its south, the southern end of Lighthouse Promenade, and a mid-block alley between Love Street and Clemons Street. Additional connections may also become evident as redevelopment advances.

OBJECTIVE

To improve the interconnectivity of the CRA district.

FUNDING

CRA Revenues, Grants, Developer Contributions



Figure 74 Love Street improvements



Figure 75 Lighthouse Promenade - view towards A1A

MOBILITY IMPROVEMENTS

POTENTIAL ALLEY & STREET CONNECTIONS

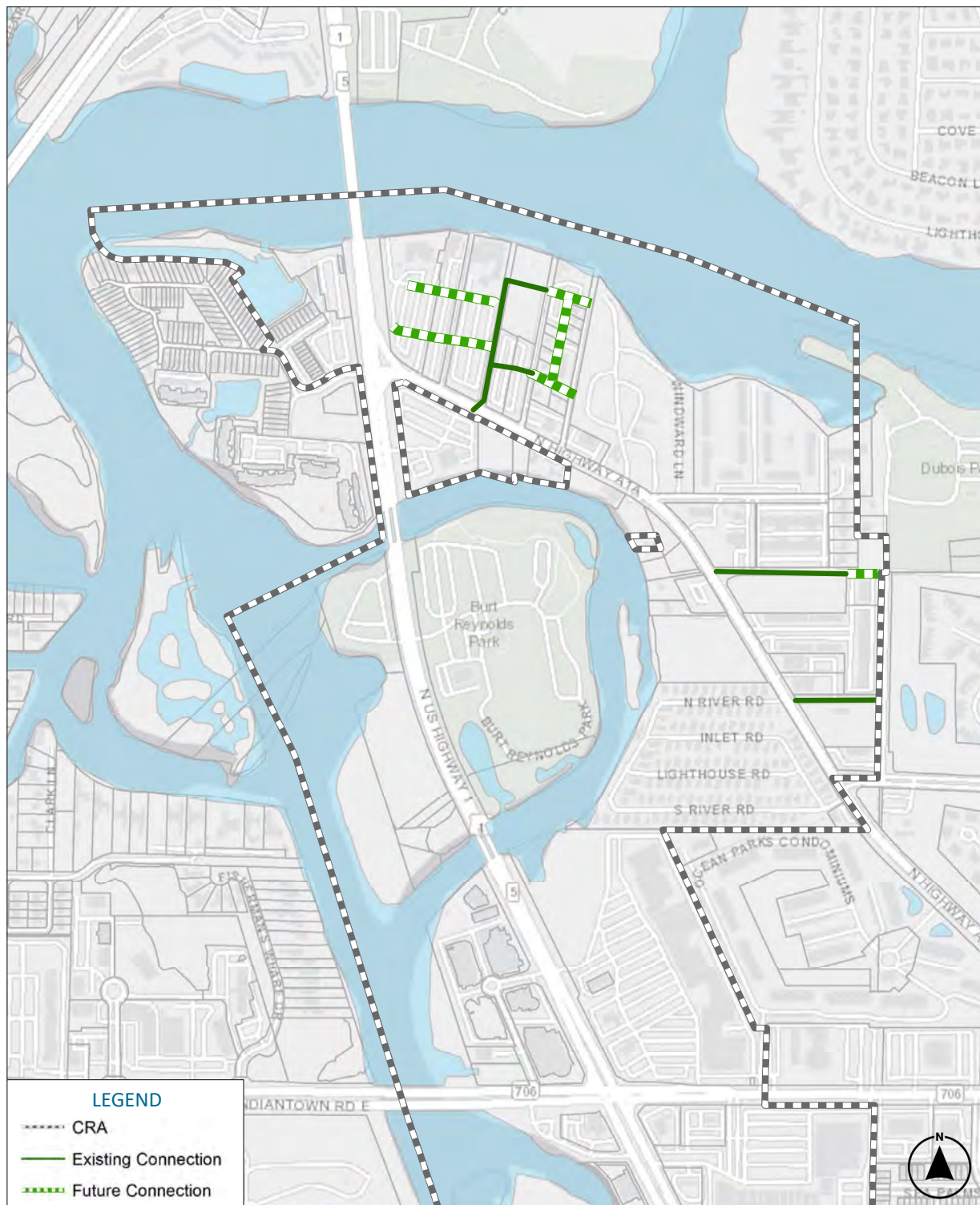


Figure 76 Map of potential alley and street connections.

MOBILITY IMPROVEMENTS

BICYCLE & PEDESTRIAN IMPROVEMENTS

BACKGROUND

As a vibrant, mixed-use destination, the CRA transportation network is increasingly utilized by bicyclists, pedestrians, and other personal mobility modes. Well-designed multimodal features throughout the transportation network will assist in safe mobility and enhance the desirability of the redevelopment district. Enhancements include connected sidewalks, multi-use paths, bike lanes to safely accommodate non-motorized users; context-appropriate crosswalks including raised, lighted, and textured facilities; protected intersections that separate motorized and non-motorized users; traffic calming; lighting, and landscaping. Additionally, the pedestrian realm can be further enhanced with street furniture, seating, and shade structures.

OBJECTIVE

To improve safe, convenient, and enjoyable multimodal access in the CRA.

FUNDING

CRA Revenues, Grants, Developer Contributions



Figure 77 Raised crosswalk located along A1A near Guanabanas.



Figure 78 Example of intersection treatments including buffered bike lane and pavement markings.

MOBILITY IMPROVEMENTS

BICYCLE TRANSPORTATION MASTER PLAN (JUNE 2018)

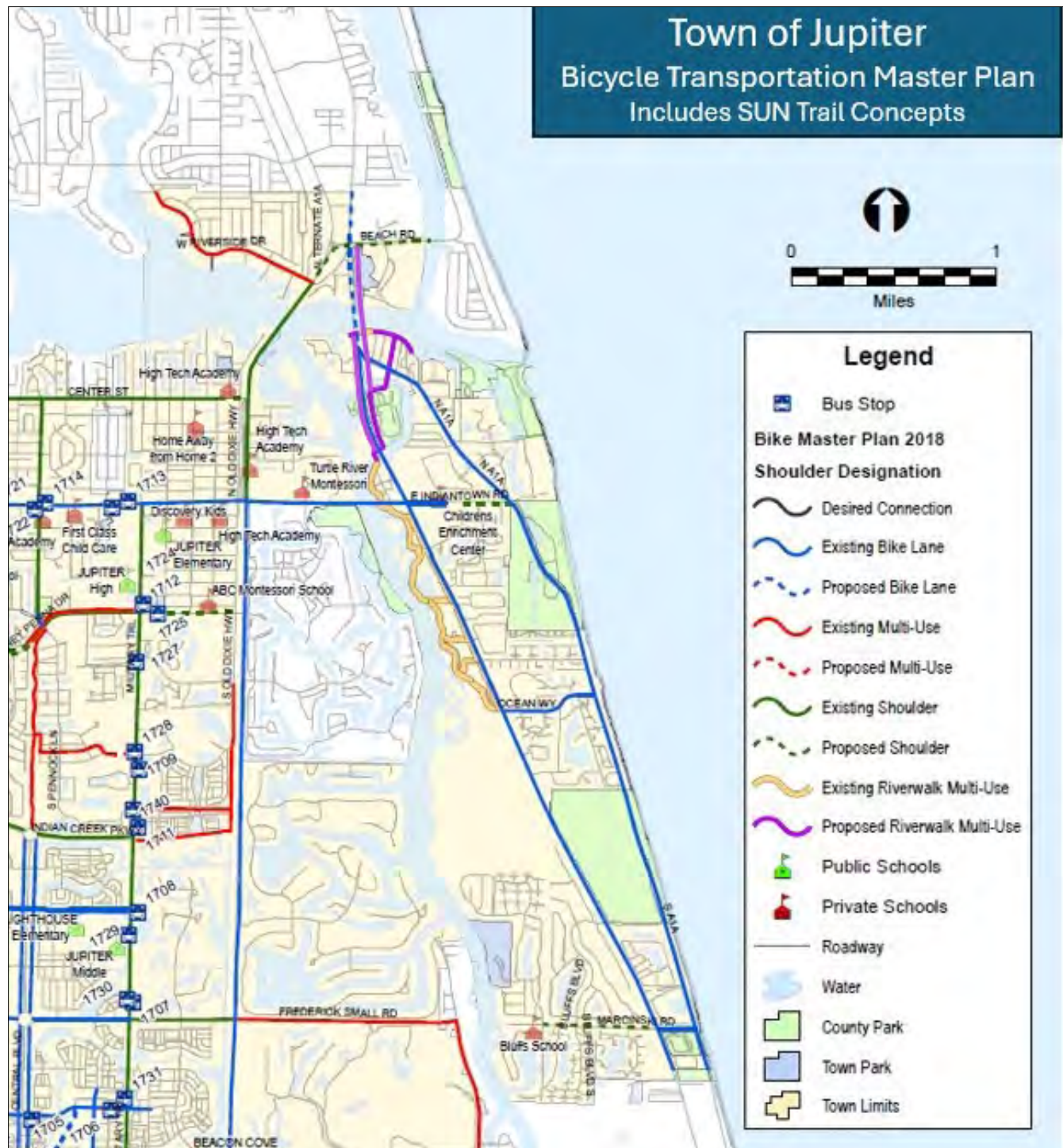


Figure 79 Town of Jupiter Bicycle Network Map

MOBILITY IMPROVEMENTS

BIKESHARING

DESCRIPTION

To enhance the sustainability, connectivity, and accessibility of the CRA district, Jupiter has invested strategically in a safe, functional bicycle network. Expanding upon cycling as an available mode, bikesharing offers an opportunity to broaden access to CRA destinations and activities efficiently, conveniently, and with reduced environmental impact. Bikeshare programs are a shared micromobility service offering short-term bike rentals to individuals that is typically fee-based. Programs operate with both traditional and electric bikes, and systems can be dockless or require docking stations for bike storage. On facilities with shared pedestrian and bicycle traffic, only pedal mode cycling would be encouraged to ensure safety for all users.

OBJECTIVE

To promote multimodal transportation in the CRA district and reduce demand for parking and roadway capacity.

FUNDING

CRA Revenues, Grants



Figure 80 Image of a typical bicycle rideshare location with docking.



Figure 81 Image of a bicycle rideshare in use.

MOBILITY IMPROVEMENTS

RIDESHARING

BACKGROUND

Ridesharing is a transportation service that provides trips via private vehicles driven by their owners as part of a service generally organized through a website or app. The two biggest ridesharing companies in the U.S. are Uber and Lyft, and both entities are also engaged with public transit service providers as well, typically providing "last-mile" connections from transit stops to destinations. Ridesharing can add efficiency to the transportation network by consolidating trips and reducing parking demand. Ridesharing services operate more effectively with designated locations for drop-off/pick-up, and these services can be incentivized to encourage this mode shift to help improve CRA accessibility and reduce CRA district parking demands.

OBJECTIVE

To improve efficiency and connectivity within the CRA district and reduce parking demand.

FUNDING

CRA Revenues, Grants, Private Contributions



Figure 82 Image of formalized rideshare pick-up and drop-off location

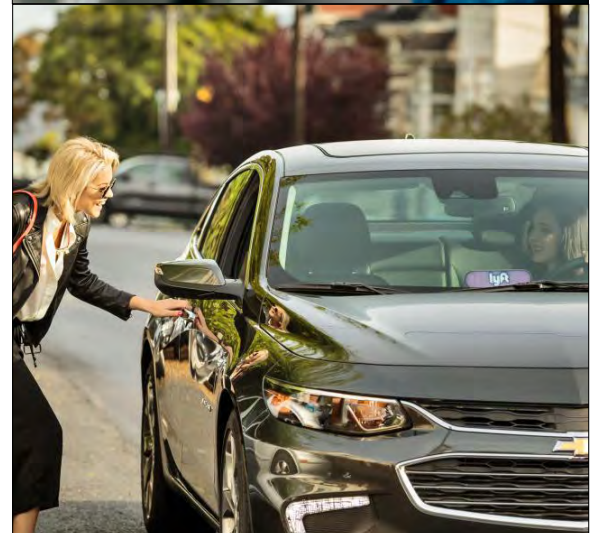


Figure 83 Images of current rideshare technology.

MOBILITY IMPROVEMENTS

TRANSIT

BACKGROUND

Transit services help boost transportation network efficiency and broaden access by expanding the range of transportation choices for residents, workers, and patrons. Shifting travel modes from personal vehicles to transit reduces demand for parking, lessens carbon emissions, and can provide more direct access to destinations. While traditionally transit services are publicly provided, there is an increasing trend towards private transit providers offering a variety of transit vehicles customized for smaller scale districts. The Jupiter CRA has previously funded small-scale transit service provided via golf cart taxis. Grant funding is available for both public and private transit services to supplement other funds if desired.

OBJECTIVE

To broaden the range of transportation choices available in the CRA district.

FUNDING

CRA Revenues, Grants, Private Contributions



Figure 84 Example of a private door-to-door service.



Figure 85 Local Golf Cart Taxi Service.



Figure 86 Example of a larger-scale trolley vehicle.

MOBILITY IMPROVEMENTS

ELECTRIC VEHICLE CHARGING NETWORK

DESCRIPTION

Within the U.S., as the inventory and demand for electric vehicles (EV) has been increased over time, so has the demand for expanded charging infrastructure. Within the CRA district, the installation of EV charging stations would expand the desirability and productivity of the area. Stations can be installed within the public parking inventory as well as private sites, and opportunities exist for partnerships with private sector entities to enable appropriate use of this infrastructure.

OBJECTIVE

To expand the utility and desirability of the CRA district by promoting alternate modes of transportation.

FUNDING

CRA Revenues, Grants, Developer Contributions



Figure 87 Examples above of electric vehicle charging infrastructure.



Figure 88 Examples above of electric vehicle charging infrastructure.

MOBILITY IMPROVEMENTS

LAUNCHES FOR PERSONAL WATERCRAFT (E.G., KAYAKS, PADDLEBOARDS)

BACKGROUND

Enjoying Jupiter's waterfront by boat ~ either motorized or human-powered ~ is a hallmark component of Jupiter's identity and destination quality. In addition to recreational and entertainment aspects of a day on or in the water, users also gain knowledge about the environmental conditions and raised awareness about the ecosystem's fragility. Burt Reynolds Park includes public boat ramps and parking for both motorized vessels as well as canoes, kayaks, and paddleboards, with a County-managed paddleboard rental concession east of US1. There are also private vendors providing rental watercraft in the Inlet Village. Additional launches for personal watercraft can be installed in conjunction with public access points to boost waterfront access and build upon this experience for residents and visitors.

OBJECTIVE

To expand public waterfront access for personal watercraft, with a focus on kayaks, paddleboards, and other human-powered vessels.

FUNDING

CRA Revenues, Grants, Private Contributions



Figure 89 Paddleboarders in Jupiter



Figure 90 Map of the Jupiter Waterway Trail and launch sites

E. INLET VILLAGE PARKING IMPROVEMENTS

DESCRIPTION

The efficiency and productivity of property in the CRA is enhanced by appropriately located and designed parking resources. Construction of the Love Street parking lot leveraged considerable private investment in a walkable format not dominated by asphalt. By alleviating parking as an on-site constraint, properties in the CRA district can be redeveloped more creatively and efficiently. The off-site parking inventory can also assist in the retention of smaller-scale buildings that contribute to the area's character, allowing them to become more productive assets in the Inlet Village through district-wide parking management. A parking app may be appropriate to improve awareness and efficient use of parking facilities. The area also contains restaurants that are self-parked but benefit from the inventory of public parking nearby (e.g., Pelican Club, Lucky Shuck, Jetty's, Topside, U-Tiki).

OBJECTIVE

To improve access and visibility of the CRA district by providing signage showcasing CRA assets, improving parking access, and information for visitors.

FUNDING

CRA Revenues, Grants, Developer Contributions



Figure 91 CRA public parking on A1A between Love Street and Lighthouse Promenade. All nighttime spaces are licensed for non-exclusive use to Guanabanas, Square Grouper, and Jupiter Outdoor Center.



Figure 92 Pelican Club



Figure 93 Lucky Shuck

INLET VILLAGE PARKING IMPROVEMENTS



Figure 94 Jetty's restaurant



Figure 95 Topside restaurant



Figure 96 U-Tik restaurant



Figure 97 Square Grouper, enabled by CRA district parking

F. INLET VILLAGE MARINA PARK IMPROVEMENTS

DESCRIPTION

Located in the Inlet Village, the one-acre Inlet Village Marina Park parcel was acquired by the Town and developed as a public marina and park, with the potential to expand its use as a gathering and event space. The park has the potential for expansion through the purchase of additional adjacent property. Initial phases of improvement have included seawall and dock construction and basic park amenities with public restrooms maintained by Guanabanas. Additional improvements are needed to expand the site's functionality and ability to support festivals, farmer's markets, and other special events as well as enhance public access to the waterfront. There is also an opportunity to improve the marine habitat with a living shoreline along the property's edge.

OBJECTIVE

To create a public amenity offering park, marina, and public event space to support the redevelopment district.

FUNDING

CRA Revenues, Grants



Figure 98 Jupiter Inlet Village Marina property



Figure 99 Riverwalk and public docks at the Jupiter Inlet Marina property

G. WAYFINDING & GATEWAYS

DESCRIPTION

Awareness and visibility of the CRA district and the designations within it can contribute to improved access and vitality. Wayfinding signage and gateway treatments provide information, highlight destinations, and add to a more defined sense of place. This signage can be directional as well as interpretive to enhance the educational experience. Major entries into the CRA district are located along US1 (at Ocean Way, Burt Reynolds Park, Coastal Way/Jupiter Yacht Club/new US1 Bridge) and A1A. Gateway features, including signage, landscaping, and lighting, will help promote and celebrate the CRA district. Within the district, wayfinding signage can help steer people to key resources and destinations, such as the Riverwalk; parking; transportation facilities such as transit stops, water taxi stops, and ridesharing locations; parks; historic and archaeological sites; and other noteworthy attractions and destinations.

OBJECTIVE

To provide gateways and signage to and within the CRA district to showcase assets, improve access, and provide information for visitors.

FUNDING

CRA Revenues, Grants, Developer Contributions



Figure 100 The current Love Street parking signage is a wayfinding opportunity.

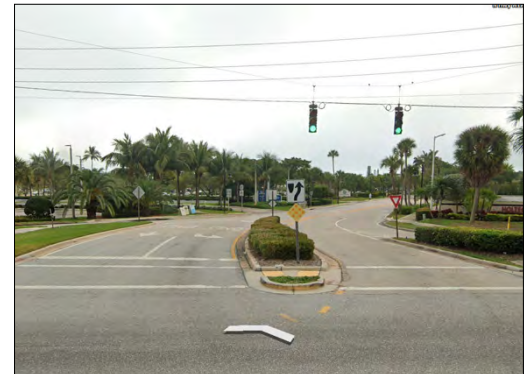


Figure 101 Entry into the CRA district at the US1/A1A intersection is a gateway opportunity



Figure 102 As users approach the CRA on A1A, gateway elements would help announce the entry to the redevelopment district.

WAYFINDING & GATEWAYS



Figure 103 Example of signage package. Courtesy of Corbin Design



Figure 104 Gateway signage at Turnpike.

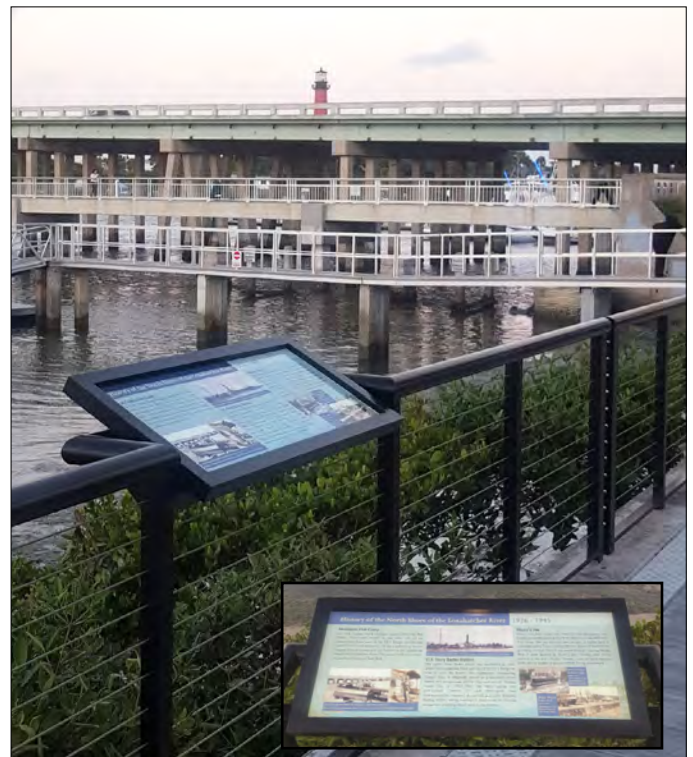


Figure 105 Example of interpretive signage

PROGRAMS

A. PROPERTY ACQUISITION

DESCRIPTION

To improve and celebrate key assets within the CRA district or otherwise advance the CRA mission, the CRA may participate in land acquisition, either independently or in partnership with other entities. Priorities for property acquisition will be established by the CRA Board and may include sites identified as historic, cultural, or archaeological resources; locations for park, recreational uses, or infrastructure; environmental lands; and public/private redevelopment opportunities.

OBJECTIVE

To enable the CRA to acquire property to advance the implementation of the CRA Plan.

FUNDING

CRA Revenues, Grants, Developer Contributions and Appropriations



Figure 106 Previous acquisition – Inlet Village Marina property (CRA-owned).



Figure 107 Previous acquisition - Piatt Place property, (Town-owned, acquired by Town prior to the establishment of the CRA).

B. SITE DEVELOPMENT & ASSISTANCE PROGRAM

DESCRIPTION

To help encourage redevelopment within the CRA district that complies with the CRA's vision, there may be instances where CRA investment can help leverage private investment to enhance private projects. Properties with enhanced aesthetics, energy efficiency, interconnectivity, and improved environmental quality will benefit the larger redevelopment effort and may expedite achieving the CRA's goals. CRA funds may be allocated through grants or private agreements as determined by the CRA Board.

OBJECTIVE

To facilitate private investment through partnership with the CRA.

FUNDING

CRA Revenues, Grants



Figure 108 Old First Union building; now part of Harbourside Place redevelopment.



Figure 109 In 2010, a Development Agreement between the owner and Town was approved to convey land for the Riverwalk. The Town was able to construct a missing link of the Riverwalk, while the owner maintained development rights available to the existing C-3 zoning and gained the opportunity to take advantage of development rights available under the new US1/Intracoastal Waterway Mixed Use zoning district. The owner also received credit from the conveyance toward present or future Recreation Land Dedication requirements and open space requirements. The image at the middle right depicts the built condition.

Figure 110 Image at the bottom right indicates a currently vacant site at 900 US1 where mixed use is proposed.



C. ENVIRONMENTAL ENHANCEMENT PROGRAM

Achieving and maintaining clean, healthy waterways and uplands is a regionally important and essential long-term goal that will require collaboration and cooperation among many parties. The Jupiter CRA plays a significant leadership, funding, and implementation role that can be strengthened through strong partnerships with the Town and its stormwater utility, public agencies, property owners, and the public. Based on a review of existing and anticipated conditions, Jupiter CRA priorities, and funding opportunities, several key implementation activities have been identified to leverage CRA investments to boost the health and quality of environmental resources in and around the CRA district.

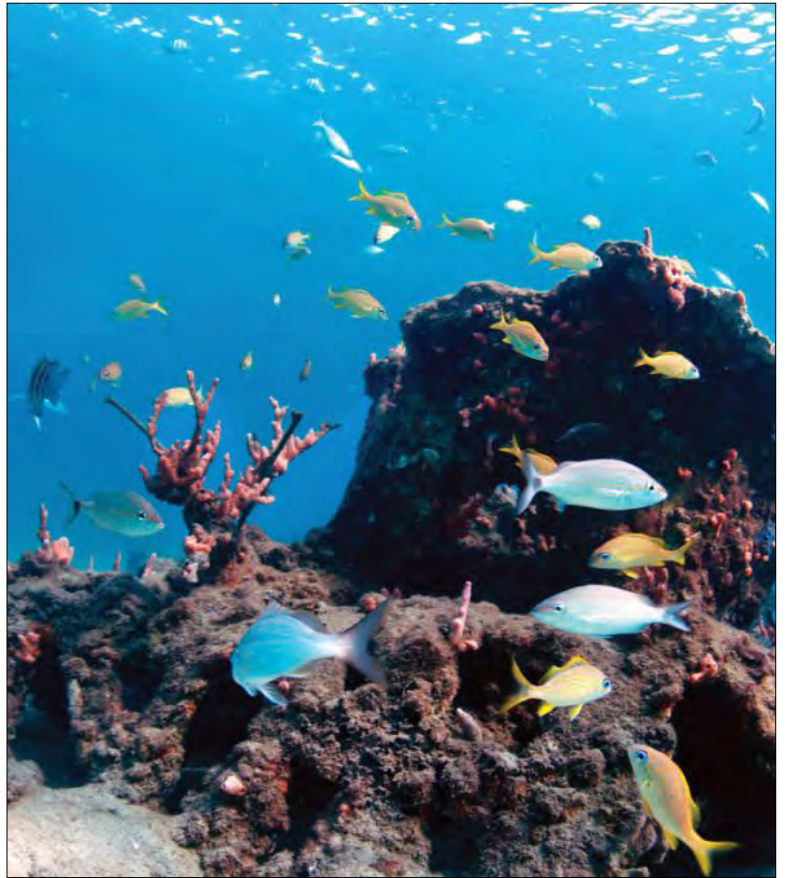


Figure 111 Coral reefs provide habitat for a variety of sea life.



Figure 113 Manatee thriving in a healthy waterway



Figure 112 Oyster beds filter and clean the waterways

ENVIRONMENTAL ENHANCEMENT PROGRAM

LIVING SHORELINES

BACKGROUND

Shorelines are dynamic environments that undergo natural erosion and accretion by the fluctuation of wave energy and tidal exchange. However, these processes can be exacerbated by human activities, causing harm to shorelines by making them less resilient to changes such as sea level rise and erosion. Rising tides and more extreme weather conditions can also threaten shorelines. Both natural, green improvements (e.g., living shorelines, creation of bio-retention areas) and structural, gray improvements (e.g., Riverwalk, rip rap) can assist in stabilization efforts, boost resilience, and improve the redevelopment district. The CRA may provide grants or other assistance to advance these efforts.

OBJECTIVE

To improve shoreline stabilization and reduce wave damage and impacts.

FUNDING

CRA Revenues, Grants



Figure 114 Oyster balls filter the water and stabilize the shoreline.



Figure 115 The complexity of mangrove root structures are especially beneficial for shoreline stabilization.

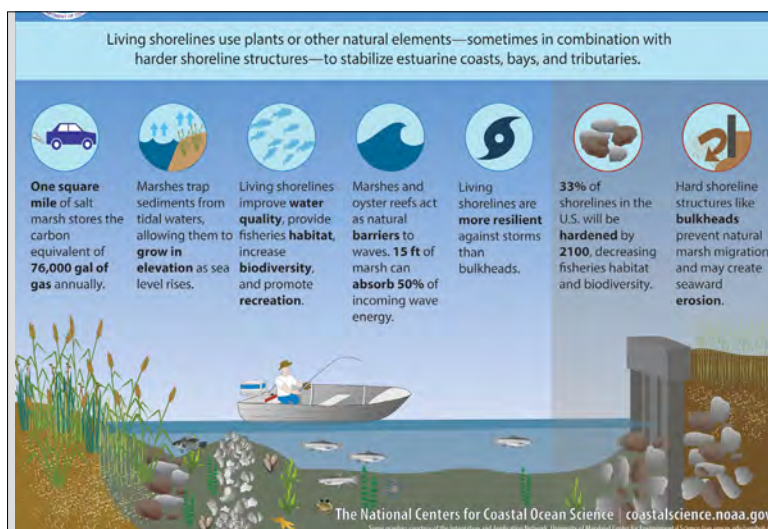


Figure 116 Living shorelines are a noted resiliency strategy.

ENVIRONMENTAL ENHANCEMENT PROGRAM

HABITAT CREATION & RESTORATION

DESCRIPTION

The health of Jupiter's ecosystems is evidenced in part by the variety of species. Expanding and restoring habitat on public and private lands, along rights-of-way, and within and adjacent to waterways can boost the overall health of the ecosystem and expand the biodiversity of flora and fauna. Both structural and natural improvements can expand habitat opportunity and reinforce the aquatic and upland conditions in and around the redevelopment district. The CRA may provide grants or other assistance to advance these efforts.

OBJECTIVE

To bolster the health, resilience, and sustainability of the environment of the CRA district.

FUNDING

CRA Revenues, Grants



Figure 117 Mangroves provide habitat for marine life.



Figure 118 Manmade habitat enhancement.



Figure 119 Shoreline habitat in Jupiter.



Figure 120 Pilings allow encrusting species to become established.

ENVIRONMENTAL ENHANCEMENT PROGRAM

ENHANCED SEAWALL REPAIR & REPLACEMENT

DESCRIPTION

Seawalls with living shorelines are critical infrastructure components that protect health, safety, welfare, and property from marine impacts. Tidal impacts from rising sea levels, natural disasters, and marine activity can threaten sea wall integrity. Sea walls also deteriorate over time, and failing seawalls can threaten upland structures and improvements on the subject site as well as neighboring properties. Seawall reinforcement and replacement with nature-based solutions provide shoreline stabilization and expanded marine habitat, which contribute to the environmental and economic sustainability of the CRA district. The CRA may provide grants or other assistance to advance these efforts.

OBJECTIVE

To protect the integrity of public and private investment with appropriate shoreline reinforcement.

FUNDING

CRA Revenues, Grants



Figure 121 Seawall replacement with living shoreline in the Inlet Village.



Figure 122 Image of needed seawall improvement.

ENVIRONMENTAL ENHANCEMENT PROGRAM

SUSTAINABILITY & RESILIENCY IMPROVEMENTS

DESCRIPTION

The overall sustainability and resiliency of the redevelopment district are affected by an array of impacts from air, land, and waterborne sources. Accordingly, improving air, land, and water quality have corresponding benefits for property values, economic productivity, and quality of life. In addition to the marine-focused programs, there are a growing number of upland improvements the CRA may advance. Examples include, but are not limited to, bioswales and rain gardens along roadways; pollinator gardens that help boost biodiversity; and native tree plantings along roadways to provide shade, reduce heat island effects, and thereby reduce greenhouse gas emissions. The CRA may undertake or encourage related improvements to improve the long-term vitality and strength of the redevelopment district.

OBJECTIVE

To improve the overall sustainability and resiliency of the CRA district through environmental enhancement activities.

FUNDING

CRA Revenues, Developer Contributions, Grants



Figure 123 Shaded roadways reduce heat effects and encourage walking.

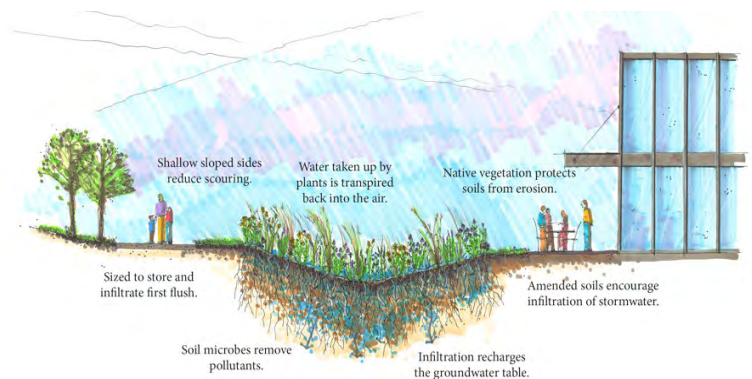


Figure 124 Bioswale treatments can provide water quality and habitat.

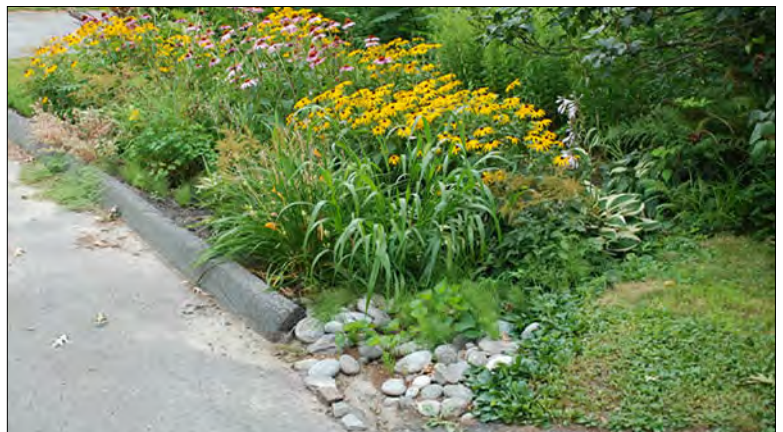


Figure 125 Rain gardens can stormwater treatment and pollination benefits.

D. PARKING PROGRAM

ALTERNATIVE PARKING STRATEGIES

DESCRIPTION

To incentivize redevelopment and improve land design, alternate parking strategies may be implemented. The CRA currently maintains 170 spaces at the Love Street public parking lot. These spaces have been licensed to individual businesses to meet required or overflow parking needs. There are also on-street spaces existing on A1A, with potentially additional spaces on other rights-of-way that could be incorporated into a parking program. This additional capacity could be used to incentivize desired uses. Licensing fees could be reduced or waived for uses determined to be desirable for enhancing the variety and mix of uses in the redevelopment district.



Figure 126 CRA public parking lot on Love Street.

SHARED PARKING

DESCRIPTION

Complementing "in-lieu" parking areas, shared parking areas on private sites can also improve parking efficiency, site design, and facilitate redevelopment. While shared parking can be implemented by the Town, improvements such as signage, lighting, and access may be needed to support this effort.

OBJECTIVE

To enhance parking efficiency, improve site design, and incentivize redevelopment

FUNDING

CRA Revenues, Developer Contributions



Figure 127 Parkway Street parking lot, which is a privately owned parking lot with 95 spaces available to patrons of the Inlet Village.

E. SMALL BUSINESS INCENTIVE PROGRAM

DESCRIPTION

To encourage redevelopment in the CRA district, the CRA may offer incentives to private businesses to assist with parking and/or infrastructure requirements. For projects that advance the CRA's goals, the Town, in support of the CRA, may reduce parking requirements/license fee and/or infrastructure costs (e.g., water, sewer, stormwater connection or availability fees). This assistance may be offered on a case-by-case basis or through a CRA program designed to advance this effort.

OBJECTIVE

To facilitate redevelopment by providing parking and/or infrastructure assistance.

FUNDING

CRA Revenues, Grants



Figure 128 Pink House was redeveloped as small office in Inlet Village.



Figure 129 Cones & Coffee is a small business in the Inlet Village.

F. MARINE NAVIGATIONAL ASSISTANCE

DERELICT VESSEL REMOVAL

DESCRIPTION

Marine vessels that have become inoperable or abandoned can cause environmental damage to the waterways and pose navigational hazards to boaters. Derelict vessels are unsightly and negatively effect property values. Acting independently or in partnership with regulatory authorities and/or the Town, the CRA may undertake actions to remove derelict vessels from CRA district waterways.

OBJECTIVE

To improve the safety, environmental quality, and appearance of the waterways in the CRA district.

FUNDING

CRA Revenues, Grants



Figure 130 Abandoned and derelict vessels create navigational hazards from Palm Beach Post July 19, 2021.

MARINE NAVIGATIONAL ASSISTANCE

WATERWAY SURVEILLANCE & ENFORCEMENT

BACKGROUND

The marine habitat in and around the CRA district is of critical importance to the redevelopment effort. The unregulated mooring of vessels can threaten habitat conditions, navigation, and degrade the CRA district. The CRA may assist in surveillance and enforcement the waterways and mooring activity as needed to enhance access to the redevelopment district, prevent navigational and environmental hazards, and improve property values and aesthetics.

OBJECTIVE

To maintain marine navigational access and environmental integrity in the CRA district.

FUNDING

CRA Revenues, Grants



Figure 131 Derelict vessel removed by Town of Jupiter.

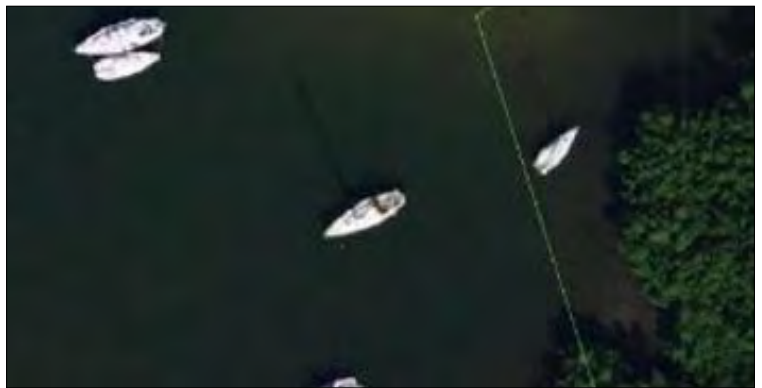


Figure 132 Vessels moored behind Piatt Place in CRA.



Figure 133 Inoperable boats create navigational hazards and cause environmental damage in Jupiter's waterways.



G. ACCESSIBILITY & CIRCULATION PROGRAM

TROLLEYS/TRANSIT

DESCRIPTION

Trolleys and transit offer an opportunity to improve the efficiency of the transportation network by shifting travel modes away from personal vehicles, reducing demand on the roadway network and CRA parking facilities. Private transit providers can complement the CRA's transportation investments by offering service to and through the CRA, benefiting residents, businesses, and visitors to the district. CRA participation may be provided through agreements with transit providers.

OBJECTIVE

To broaden range of transportation modes in the CRA district.

FUNDING

CRA Revenues, Grants



Figure 134 Smaller vehicles, like those operated by Circuit, are appropriate for smaller redevelopment districts.



Figure 135 Autonomous shuttle vehicle.



Figure 136 Local Trolley.

ACCESSIBILITY & CIRCULATION PROGRAM

WATER TAXIS

DESCRIPTION

As a component of the overall transportation network, water taxis can provide an efficient and interesting transit mode, unique to Jupiter, that celebrates the waterfront character of the CRA. Several water taxi locations have been constructed along the Riverwalk corridor and the Plaza Down Under and could be used to link CRA patrons to parking areas within the district. In addition to the transportation function of water taxi service, residents and visitors can also experience the waterways with views of the Lighthouse, historic and cultural resources, ambiance, and marine habitat that are the signatures of the Town. Additional taxi stop locations may include 1000 North, Love Street Marina, and other locations that may be identified over time.

OBJECTIVE

To support a waterborne transit mode to complement the redevelopment effort.

FUNDING

CRA Revenues, Grants



Figure 137 Smaller water taxi operating in Fort Myers.



Figure 138 Water taxis currently used in Fort Lauderdale.



Figure 139 Water taxis can provide a uniquely Jupiter experience.

H. COMMUNITY POLICING INNOVATION PROGRAM

DESCRIPTION

As projects and activities within the CRA have increased over time, additional police services have become needed. Community policing innovations include techniques and strategies designed to reduce crime by reducing opportunities for, and increasing the perceived risks of engaging in, criminal activity through visible presence of police in the community. Additional police presence is beneficial for the overall redevelopment effort. Enhanced services may include the use of bicycle patrols, surveillance cameras, satellite police operations, and expanded Citizen Advisory Group oversight. The Town's Marine Patrol Unit provides routine patrol of the waterways and the Riverwalk. Additionally, the CRA Board may establish a Community Policing Advisory Committee, comprised of CRA residents or business owners, to review concerns in the area and further inform solutions. This committee would require specialized support from the Town's police department.

OBJECTIVE

To enhance the safety and quality of the CRA district.

FUNDING

CRA Revenues, Grants



Figure 140 Harbourside Substation image.



Figure 141 Community policing bike patrol..

I. FINANCIAL INCENTIVES

SMALL BUSINESS REVITALIZATION PROGRAM

DESCRIPTION

The varied business inventory in the CRA district enhances its destination quality, character, and appeal for residents and visitors alike. To encourage the establishment, expansion, and retention of small businesses in the district, the CRA may provide supplemental funding through grants or other agreements. Eligible activities may include exterior enhancements (e.g., lighting, landscaping, signage), energy efficiency improvements, site and building improvements, and interior modifications.

OBJECTIVES

To expand and maintain the diversity of businesses in the redevelopment district.

FUNDING

CRA Revenues, Grants



Figure 142 Public restrooms at Guanabanas.



Figure 143 Small businesses in the Inlet Village.

SAFEGUARDS TO ENSURE REDEVELOPMENT ACTIVITIES FOLLOW THE CRA PLAN

A. LAND USE PLAN

Properties located within the Redevelopment Area shall be developed in conformance with the goals, objectives, and policies of the Future Land Use Element of the Town of Jupiter's Comprehensive Plan. The provisions of the applicable zoning districts shall govern land development, including specific densities and/or intensities for properties in the redevelopment area.

B. DEVELOPMENT CONTROLS

Within the limits, restrictions, and controls established in the Plan, the CRA, working collaboratively with the Town of Jupiter's Department of Planning & Zoning, may propose amendments to the Comprehensive Plan and Land Development Regulations, including design criteria, building heights, lot coverage, setback requirements, traffic circulation, traffic access, and other development and design controls necessary for proper development of both public and private projects.

C. CONTROLS & RESTRICTIONS

For properties acquired and disposed to a private developer, development controls shall include the Town of Jupiter's Land Development Regulations. In addition, the Agency may establish any restrictions or covenants to run with the land sold or leased for private use for such periods of time and under such conditions as the CRA deems necessary to effectuate the purpose of the Plan.

Zoning approvals and building permits within the redevelopment area shall not be issued on properties until the applicant has received written approval that the proposed development is consistent with the CRA Plan and meets the Town of Jupiter's Land Development Regulations and Code of Ordinances.



Figure 144 Evening view of Jupiter Lighthouse.

D. MANAGEMENT FUNCTIONS

As determined by the Town, the CRA may be responsible for, although may not be limited to, the following functions:

1. Hiring or paying for staff and associated costs and operating expenses of the CRA necessary to carry out the management functions and undertake all CRA activities.
2. Preparing budgets for operating and capital expenses.
3. Reviewing and making recommendations to the LPA and/or Town Council on private development proposals in accordance with the CRA Plan.
4. Monitoring private development for conformance to redevelopment plan requirements.
5. Participating in the design and construction of public projects and improvements.
6. Managing property acquisition and disposition programs.
7. Coordinating redevelopment activities with all public agencies.
8. Developing and coordinating promotional and marketing programs.
9. Participating in continuous planning services for the redevelopment area.
10. Participating in property management programs.
11. Preparing and/or administering grants.

E. PROPERTY ACQUISITIONS

It is anticipated, upon evaluation of the transportation network needs of the redevelopment district, that additional rights-of-way, roads, and/or access easements may be necessary to address functionally obsolete roads, dead-end traffic patterns, or to improve vehicular traffic flow. As authorized by Florida's Community Redevelopment Act, CRAs are authorized to acquire real property for public safety, health, roads, rights-of-way, public facilities in designated redevelopment project areas, or other purposes consistent with Florida Statutes. Acquisition of real property may be acquired by negotiated purchase, condemnation (per §73.013 and 73.014, F.S.), gift, exchange (either inside or outside the redevelopment area), or by other lawful means. The CRA may acquire fee simple title or any other interest less than fee simple.

Whenever possible, the designated property shall be acquired through negotiation with the current owners. The basis for negotiation will be the fair market value of the property as determined by competent appraisers and approved by the CRA's Board of Commissioners. In those instances where negotiation does not result in a mutually satisfactory agreement, the properties may be acquired by eminent domain proceedings and just compensation awarded in accordance with Florida Statutes.

F. PROPERTY MANAGEMENT

Property purchased by the CRA for the purposes of the public improvements, public facilities, right-of-way, or other permanent public uses shall be deeded to the Town of Jupiter for ownership and controlled by the Town of Jupiter or other public entity as appropriate.

Property acquired by the CRA with the intent of resale or lease shall be under the management and control of the Agency. During such time that the property is owned by the CRA, such property may be rented or leased by the Agency pending its disposition for redevelopment purposes.

G. DEMOLITION, CLEARANCE, & SITE PREPARATION

The CRA is authorized to demolish, clear, or move buildings, structures, and other improvements from any real property acquired in the redevelopment project area, subject to approval by the Town Council and obtaining necessary permits.

H. PROPERTY DISPOSITION & DEVELOPMENT

The CRA is authorized to transfer ownership, or any other interest in real property acquired by sale, lease, exchange, or any other legal means. The transfer of real property or interest therein may be to any private or public entity for development, redevelopment, or use in accordance with the Plan. The purchasers or lessees and their successors and assigns shall be obligated to devote such real property only to the uses specified in the Plan, and any amendment thereto.

Such real property or interest shall be sold, leased, or otherwise transferred for its fair value. In determining the fair market value, the CRA will take into account and give consideration to the uses provided in the Plan, the restrictions upon, and the covenants, conditions, and obligations assumed by the purchaser or lessee, and the objectives of the Plan.

Prior to the disposition of any real property, the CRA shall give public notice of its intent to sell, lease, or otherwise transfer such property as per Section 163.380, F.S. The CRA shall invite proposals from, and make all pertinent information available to private developers, redevelopers, any person, or entity interested in undertaking a development, redevelopment, or rehabilitation activity within the redevelopment project area.

The CRA shall consider all proposals submitted including plans and specifications, financial and legal ability, time schedules, purchase or lease terms and conditions, and any other information as may be required by the Agency. Upon adequate investigation of each proposal, the Agency may negotiate with any or all parties involved and may accept such proposal as the Agency deems to be in the public interest and in furtherance of the purposes of the Plan.

I. DISPOSITION & DEVELOPMENT DOCUMENT

The CRA shall reserve such powers and controls through disposition and development documents (such as deed restrictions) with purchasers and lessees as may be necessary to prevent transfer, retention, or use of property for speculative purposes and to ensure that development or rehabilitation begins within a period of time, which the Agency determines as reasonable.

In order to provide adequate safeguards that the provisions of the Plan or its amendments will be carried out and to prevent the recurrence of blight, all real property sold, leased, or conveyed by the CRA, as well as all property subject to owner participation agreements, shall be made subject to the provisions of the Plan by leases, deeds, contracts, agreements, restriction, or other means.

The leases, deeds, contracts, or other forms of agreement may contain restrictions, covenants running with the land, rights of reverter, conditions subsequent, equitable servitudes, or any other provision necessary to carry out this Plan.

J. SAFEGUARDS TO ENSURE FINANCIAL ACCOUNTABILITY

The Agency shall be fully subject to the Florida Sunshine Law and will meet as necessary to carry out the business of the Agency.

The Agency shall publicly adopt by-laws to govern its activities and to ratify its administrative policies.

The Agency shall file an annual report with the State of Florida Special District Program and the Palm Beach County Board of County Commissioners, and the Town of Jupiter Clerk's Office. This report shall contain a programmatic overview of the activities of the Agency as allowed by the CRA Plan.

The Agency shall provide adequate safeguards to ensure that all leases, deeds, contracts, agreements and declarations of restrictions relative to any real property conveyed shall contain restrictions, covenants, running with the land and its uses, or other such provisions necessary to carry out the goals and objectives of the Plan and Chapter 163, Part III, and other governing statutes.

K. SAFEGUARDS THROUGH RETENTION OF CERTAIN POWERS BY THE TOWN

Powers retained by the Town are provided in the Interlocal Agreements between the Agency and the Town and are noted as follows:

Powers Retained by the Town:

1. The power to determine an area to be appropriate for Community Redevelopment.
2. The power to grant final approval to Community Redevelopment plans and modifications.
3. The power to zone or rezone or make exceptions from building regulations or to enter into agreements with a housing authority.
4. The power to close, vacate, plan, or re-plan streets, roads, sidewalks, ways, or other places and to plan or re-plan any part of the Town.



Figure 145 Love Street looking to the Jupiter Lighthouse at evening.

PROGRAM OF REGULATORY ACTIONS

A. COMPREHENSIVE PLAN

The Town of Jupiter regulates long-range planning activity through its Comprehensive Plan. Implementation of the CRA Plan is a noted priority within the Comprehensive Plan, and redevelopment is supported through the plan's goals, objectives, and policies. Access to the Town's Comprehensive Plan is available through the Town of Jupiter website.

B. LAND DEVELOPMENT REGULATIONS

The Town of Jupiter regulates land development activity through zoning regulations implemented through the Town's municipal code. In addition to general regulations, the zoning code includes regulations specific to the "Inlet Village Redevelopment Overlay Area" and the US1/Intracoastal Waterway Corridor Zoning District, which are components of the CRA district. Access to the Town zoning regulations is available on the Town of Jupiter website.

C. OTHER TOWN ACTIONS

Through its Strategic Plan, the Town annually prioritizes policies and implementation activities, including highlighted activities pursuant to the implementation of the CRA Plan. The Town is a full-service municipality with detailed plans addressing water, sewer, stormwater, parks and recreation, open space, sustainability, and resiliency. Access to the Town's documents related to these and other Town activities are available on the Town of Jupiter website.



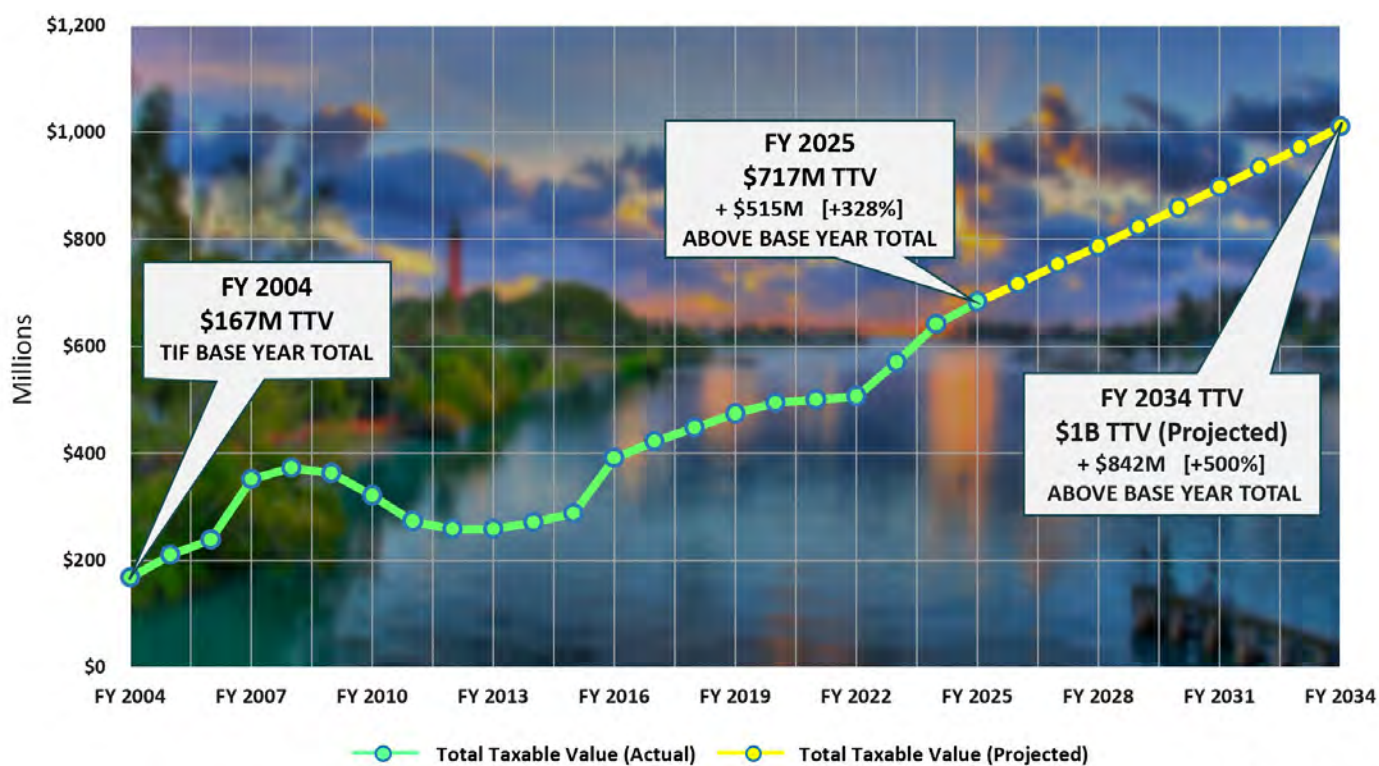
Figure 146 Image of the Jupiter Lighthouse from the CRA.

SOURCES OF REDEVELOPMENT FUNDING & FINANCING

A. TAX INCREMENT REVENUES

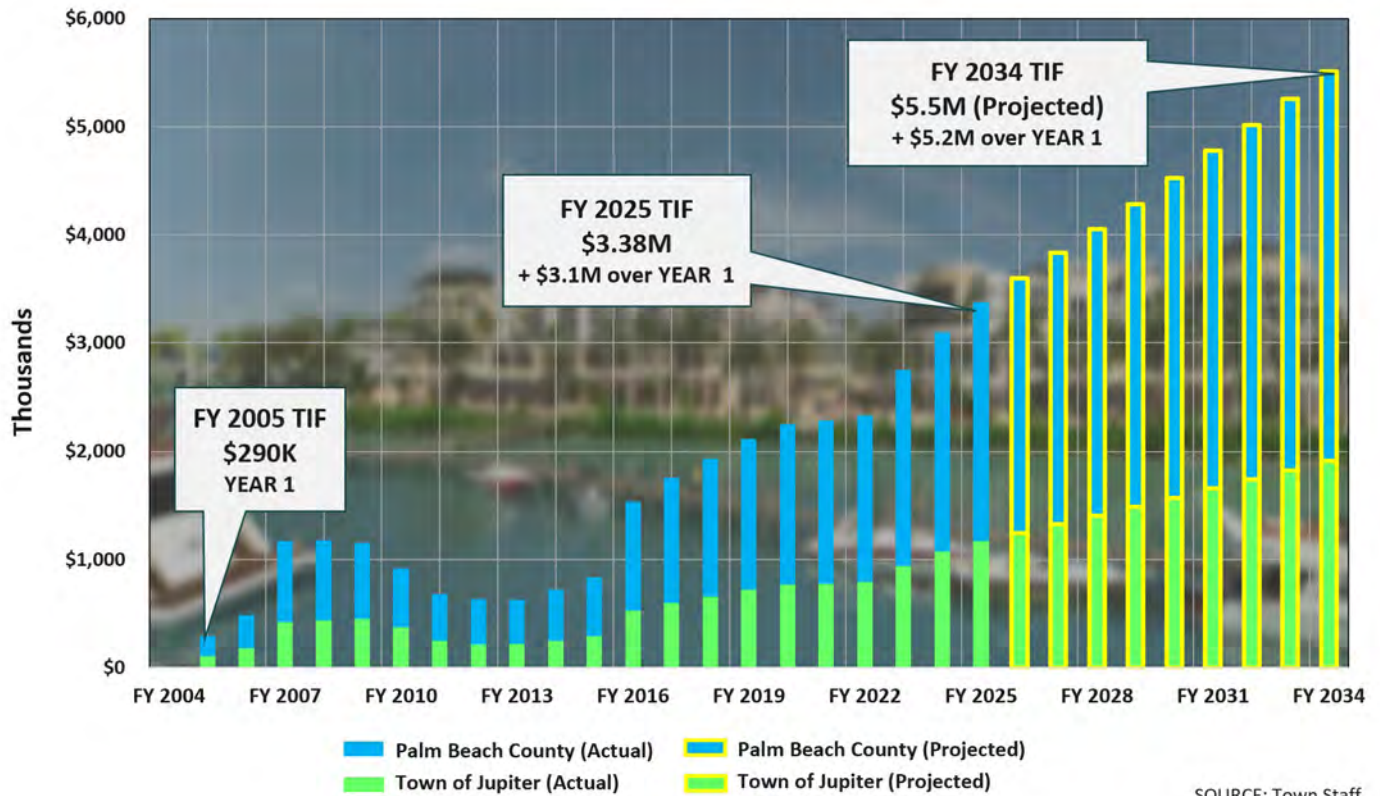
The principal source of revenue for use by the CRA will be the Tax Increment Trust Fund. All properties within the CRA are included in the tax increment financing (TIF) district. For each taxing year beginning in 2003, ad valorem taxes generated by the assessed taxable real property value in excess of the redevelopment area's base year assessment total have been deposited into the Trust Fund and are projected to continue for the life of the agency. The methodology for determining the amount of the tax increment to be contributed to the Trust Fund each year is provided in Section 163.387, F.S. Estimates of historic and projected total taxable values and tax increment financing revenue are provided in this section. All funds deposited into the Trust Fund are available to the CRA for any lawful purpose as defined in Section 163.310(1)(c), F.S., in fulfillment of the provisions of the CRA Plan, and any amendments thereto.

TOTAL TAXABLE VALUES (TTV) (ESTIMATED)



SOURCE: Town Staff

ESTIMATE OF TAX INCREMENT FINANCING REVENUE (ESTIMATED)



SOURCES OF REDEVELOPMENT FUNDING & FINANCING

B. REDEVELOPMENT REVENUE BONDS

The provisions of F.S.163.385 allow the Town of Jupiter or the CRA to issue “Revenue Bonds” to finance redevelopment actions, with the security for such bonds being based on the “anticipated assessed valuation of the completed community redevelopment.” In this way, the additional annual taxes generated within the CRA, the “tax increment,” can be used to finance the long term bond debt. Prior to the issuance of long term revenue bonds, the Town or CRA may issue bond anticipation notes to provide advance funding for redevelopment actions until sufficient tax increment funds are available to amortize a bond issue.

C. GENERAL OBLIGATION BONDS

For the purposes of financing redevelopment actions, the Town of Jupiter may also issue General Obligation Bonds. These bonds are secured by debt service millage on the real property within the Town and must receive voter approval.

D. SPECIAL ASSESSMENT DISTRICTS

The Town of Jupiter may establish special assessment districts, Municipal Benefit Units (MSBU), for the purpose of funding various neighborhood improvements within an area or for the construction of a particular project. Typically, the assessment would appear on the tax bill of each property owner, and the assessment could be amortized over a short or long term period of time as determined by the Town. In addition, the Town may consider charging interest on the assessment equal to or less than the cost of funds the Town is charged.

E. INDUSTRIAL REVENUE BONDS

ENTERPRISE FUND REVENUE BONDS

The CRA Board may issue revenue bonds for specific enterprise purposes, including, but not limited to, projects such as the construction of marinas or parking areas, with the intent of having the revenues generated from such enterprises used to retire the revenue bonds. The CRA may pledge Redevelopment Trust Fund monies not otherwise obligated as additional security for such revenue bonds.

F. LAND SALES/LEASES

Acquisition of property and its preparation for redevelopment are powers available to the CRA under provisions of Chapter 163, Part III, F.S. The resale or leasing of such land to private developers can provide another source of income within the CRA district.

SOURCES OF REDEVELOPMENT FUNDING & FINANCING

G. CONTRIBUTIONS & GRANTS

FEDERAL, STATE & REGIONAL GRANTS

The CRA and the Town of Jupiter will seek to utilize Federal, State and regional grant programs as are applicable and available for any approved use within the redevelopment area. Trust Funds can be used as the match when needed.

FUNDING SOURCES

GRANT RESOURCE OVERVIEW

There are a number of public agency funding sources appropriate for the implementation of the CRA's project and programs. For environmental and marine-related activities, these include the Florida Department of Environmental Protection (FDEP), South Florida Water Management District (SFWMD), Florida Inland Navigational District (FIND), Palm Beach County's Lake Worth Lagoon Initiative (LWLI), and the Environmental Protection Agency (EPA), among others. For mobility and transportation-related activities, grants are available from the Palm Beach Transportation Planning Agency (TPA), Florida Department of Transportation (FDOT), and Federal Highway Administration (FHWA), among others. Additional grant programs are available for cultural and recreational activities through various state departments and foundations. A summary of potential grant programs is provided in this section, with additional grant information available on the sponsor agency and foundation websites.

GRANT RESOURCE LISTING

- Florida Inland Navigational District: Riverwalk, shoreline stabilization, docks, public access, marine navigation
- Florida Department of Environmental Protection: environmental projects and programs
- Florida Department of Transportation: Riverwalk, beautification, transit access, complete streets, congestion mitigation, multimodal improvements
- Florida Recreation Development Assistance Program: park and recreational projects and enhancements
- Florida Boating Improvement Program: marine navigational improvements, public access
- South Florida Water Management District: environmental projects and programs
- Palm Beach Transportation Planning Agency: transportation, accessibility, connectivity
- Lake Worth Lagoon Initiative: environmental projects and programs

SOURCES OF REDEVELOPMENT FUNDING & FINANCING

- U.S. Environmental Protection Agency: environmental projects and programs
- U.S. Department of the Interior: historic preservation, cultural assets
- Federal Highway Administration: transportation improvements and enhancements
- Land and Water Conservation Fund: outdoor recreational property conservation and enhancement
- Keep America Beautiful Grant: beautification, signage and wayfinding

H. DIRECT BORROWING

The CRA is also authorized to fund redevelopment projects and programs through direct borrowing of funds. Depending on the particular project(s) funding requirements, the CRA may utilize both short and long term borrowing. Although terms and conditions may have a direct bearing on use of a particular commercial lending institution, the CRA would be anticipated to attempt to attain the lowest available interest rate.

PROJECTED COSTS OF REDEVELOPMENT

This section provides general estimates regarding the potential projected costs of the various projects and programs described in this Plan. As provided by Florida's Community Redevelopment Act, the CRA will utilize its Tax Increment Trust Fund for redevelopment activities as described in this Plan. Additional funding for the implementation of the CRA Plan will be pursued through grants, developer contributions, and partnerships prior to using CRA funds. In addition, the Agency may utilize other private, municipal, county, state, and federal funding sources as appropriate and available for Plan implementation. The funding of redevelopment activities will be established by the CRA annually through its budgeting process and adjusted as necessary. The summary of projected costs provides a "snapshot in time" as of the date of Plan adoption, and it is acknowledged these estimates will change over time.

SUMMARY OF PROJECTED COSTS OF REDEVELOPMENT		
PROJECT CATEGORY	COST RANGE (30% CONTINGENCY)	
	LOW	HIGH
Environmental Restoration & Enhancements	\$6,600,000	\$8,600,000
Riverwalk – SUN Trail Section	\$4,300,000	\$5,600,000
Riverwalk - Inlet Village	\$4,300,000	\$5,600,000
Riverwalk - Lighthouse Promenade	\$1,100,000	\$1,500,000
Riverwalk - Oxbow Crossing	\$2,000,000	\$2,600,000
Piatt Place Riverwalk Connector	\$1,900,000	\$2,400,000
Piatt Place Park Improvements	\$460,000	\$600,000
Mobility Network - Alley & Street Connections	\$850,000	\$1,100,000
Mobility Network - Roadway, Sidewalk, Bike Improvements	\$1,300,000	\$1,700,000
Mobility Network - Bikeshare, Rideshare, Transit, EV Charging Sites	\$1,300,000	\$1,700,000
Mobility Network - Inlet Village Parking Improvements	\$900,000	\$1,200,000
Mobility Network – Launches for Personal Watercraft	\$240,000	\$320,000
Park Improvements - Inlet Village Marina Park	\$1,300,000	\$1,700,000
Wayfinding & Gateway Signage Improvements	\$800,000	\$1,100,000
CRA Programs (varies)	To be determined by the CRA Board	
NOTE: Figures are provided in 2024 dollars and represents a "snapshot in time" that is expected to change over time. It is acknowledged the costs of labor, materials, competitive bidding environments, unidentified field conditions, financial market conditions, and other factors are likely to affect these estimated costs. This estimate was prepared in accordance with the Cost Estimate Classification System as recommended by AACE International. An AACE Class 4 Cost Estimate has an expected accuracy range of -30% to +50%. Cost estimates were developed by the Town of Jupiter and its consulting engineer, CGA, Inc. Land costs are not included within these estimates.		

APPENDIX A

**CRA LEGAL DESCRIPTION
AS ESTABLISHED IN 2011**

CRA LEGAL DESCRIPTION

As defined in Ordinance No. 60-01, the Town of Jupiter CRA boundary is described as:

A PARCEL OF LAND LYING IN SECTION 31, TOWNSHIP 40 SOUTH, RANGE 43 EAST, AND SECTIONS 5, 6, 7, AND 8, TOWNSHIP 41 SOUTH, RANGE 43 EAST, PALM BEACH COUNTY, FLORIDA; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE CENTERLINE OF OCEAN WAY AND THE EASTERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY NO. 1 STATE ROAD NO. 5) AS RECORDED IN ROAD PLAT BOOK 2, PAGE 43, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, THE CENTERLINE OF OCEAN WAY IS THE EASTERLY EXTENSION OF THE SOUTH LINE OF GOVERNMENT LOT 3, SAID SECTION 8; THENCE, DEPARTING SAID EASTERLY RIGHT-OF-WAY LINE, NORTH 8933'21" WEST, ALONG THE EASTERLY EXTENSION OF SAID GOVERNMENT LOT 3, AND THE SOUTH LINE OF GOVERNMENT LOT 3, A DISTANCE OF 491.70 FEET TO THE SOUTHWEST CORNER OF SAID GOVERNMENT LOT 3; THENCE NORTH 1635'32" WEST, ALONG THE WEST LINE OF SAID GOVERNMENT LOT 3, A DISTANCE OF 643.56 FEET; THENCE NORTH 58'17'23" WEST, A DISTANCE OF 726.02 FEET; THENCE NORTH 8759'50" WEST, A DISTANCE OF 513.50 FEET TO THE CENTERLINE OF THE INTRACOASTAL WATERWAY ACCORDING TO PLAT BOOK 17, PAGE 1, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; THENCE NORTH 1125'13" WEST, ALONG THE CENTERLINE OF THE INTRACOASTAL WATERWAY, A DISTANCE OF 1858.92 FEET; THENCE NORTH 43'31'31" WEST, A DISTANCE OF 1095.38 FEET; THENCE NORTH 18'02'14" WEST, A DISTANCE OF 4480.92 FEET; THENCE, DEPARTING SAID CENTERLINE NORTH 6600'00" EAST, A DISTANCE OF SAID 651.77 FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF SAID U.S. HIGHWAY NO. 1; THENCE NORTH 07'51'58" WEST, ALONG SAID WESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 955.00 FEET TO THE SOUTHEAST CORNER OF PARCEL F, ACCORDING TO THE PLAT OF JUPITER HARBOUR, AS RECORDED IN PLAT BOOK 56, PAGE 5, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; THENCE SOUTH 82'08'02" WEST, ALONG THE SOUTH BOUNDARY OF SAID PARCEL F, A DISTANCE OF 30.00 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE SOUTH, HAVING A RADIUS OF 300.00 FEET AND A CENTRAL ANGLE OF 2936'41"; THENCE SOUTHWESTERLY, ALONG THE ARC OF SAID CURVE, A DISTANCE OF 155.04 FEET TO THE POINT OF REVERSE CURVATURE TH A CURVE CONCAVE TO THE NORTH, HAVING A RADIUS OF 220.00 FEET AND A CENTRAL ANGLE OF 1200'00"; THENCE SOUTHWESTERLY, ALONG THE ARC OF SAID CURVE, A DISTANCE OF 46.08 FEET TO THE POINT OF TANGENCY; SOUTH 6431'21" WEST, A DISTANCE OF 37.17 FEET TO THE BEGINNING OF A CURVE, CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 65.00 FEET, AND A CENTRAL ANGLE OF 8833'06"; THENCE WESTERLY AND NORTHERLY, ALONG THE ARC OF SAID CURVE, A DISTANCE OF 100.46 FEET TO THE POINT OF TANGENCY; THENCE NORTH 2655'33" WEST, A DISTANCE OF 131.18 FEET TO THE BEGINNING OF A CURVE, CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 74.00 FEET, AND A CENTRAL ANGLE OF 58'43'06"; THENCE NORTHERLY AND WESTERLY, ALONG THE ARC OF SAID CURVE, A DISTANCE OF 75.84 FEET TO THE POINT OF TANGENCY; THENCE NORTH 85'38'40" WEST, A DISTANCE OF 45.65 FEET TO THE SOUTHEAST CORNER OF LOT 1, ACCORDING TO SAID PLAT OF JUPITER HARBOUR; THENCE NORTH 3731'21" EAST, ALONG THE EAST LINE OF SAID LOT 1, A DISTANCE OF 69.83 FEET TO THE NORTHEAST CORNER OF SAID LOT 1; THENCE NORTH 3251'57" WEST, ALONG THE NORTH LINE OF SAID LOT 1 AND THE SOUTHERLY BOUNDARY OF PARCEL C, ACCORDING TO SAID JUPITER HARBOUR, A DISTANCE OF 371.59 FEET; THENCE NORTH 5708'03" EAST, A DISTANCE OF 62.00 FEET; NORTH 3251'57" WEST, A DISTANCE OF 16.59 FEET; THENCE NORTH 63'24'49" WEST, A DISTANCE OF 84.84 FEET; THENCE NORTH 86'35'09" WEST, A DISTANCE OF 321.54 FEET; THENCE SOUTH 88'03'30" WEST, A DISTANCE OF 192.50 FEET TO THE BEGINNING OF A CURVE, CONCAVE TO THE NORTH, HAVING A RADIUS OF 158.42 FEET, AND A CENTRAL ANGLE OF 6027'05"; THENCE WESTERLY AND NORTHERLY, ALONG THE ARC OF SAID CURVE, A DISTANCE OF 167.14 FEET TO THE NORTH LINE OF SAID JUPITER HARBOUR AND THE TERMINUS OF SAID CURVE; THENCE, DEPARTING SAID PLAT OF JUPITER HARBOUR, NORTH 0200'00" WEST, ALONG A NON-TANGENT LINE, THROUGH THE WATERS OF THE LOXAHATCHEE RIVER, A DISTANCE OR 280.00 FEET; THENCE NORTH 88'00'00" EAST, A DISTANCE OF 1450.00 FEET TO A POINT 95 FEET, MORE OR LESS, EAST

OF THE U.S. HIGHWAY NO. 1 BRIDGE OVER SAID LOXAHATCHEE RIVER, AND BEGINNING OF A CURVE, CONCAVE TO THE SOUTH, HAVING A RADIUS OF 2200.00 FEET, AND A CENTRAL ANGLE OF 4111'08"; THENCE, EASTERLY, ALONG THE ARC OF SAID CURVE, A DISTANCE OF 1581.41 FEET TO THE BEGINNING OF A REVERSE CURVE, CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 2200.00 FEET, AND A CENTRAL ANGLE OF 16'11"08"; THENCE SOUTHEASTERLY, ALONG THE ARC OF SAID CURVE, A DISTANCE OF 621.48 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 67'00'00" EAST, A DISTANCE OF 512.15 FEET TO THE WEST LINE OF THE EAST 150.00 FEET OF SAID SECTION 31; THENCE SOUTH 0027'56" EAST, ALONG SAID WEST LINE, A DISTANCE OF 818.82 FEET TO THE NORTH LINE OF THE SOUTH 190.00 FEET OF SAID SECTION 31; THENCE SOUTH 89'58'25" EAST, ALONG SAID NORTH LINE, A DISTANCE OF 150.01 FEET TO THE EAST LINE OF SAID SECTION 31 THENCE SOUTH 0027'56" EAST, ALONG SAID EAST LINE, A DISTANCE OF 190.01 FEET TO THE SOUTHEAST CORNER OF SAID SECTION 31; THENCE SOUTH 01'18'55" WEST, ALONG THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 6, A DISTANCE OF 1029.56 FEET TO THE NORTH RIGHT—OF—WAY LINE OF JUPITER BEACH ROAD; THENCE, ALONG SAID NORTH RIGHT—OF—WAY LINE, NORTH 89'58'41" WEST, A DISTANCE OF 303.79 FEET TO THE WESTERLY RIGHT—OF—WAY LINE OF STATE ROAD A—I—A; THENCE SOUTH 31'21'00" EAST, ALONG SAID WESTERLY RIGHT—OF—WAY LINE, A DISTANCE OF 121.12 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 1811.08 FEET, AND A CENTRAL ANGLE OF 725'57"; THENCE, SOUTHEASTERLY, ALONG THE ARC OF SAID CURVE, A DISTANCE OF 234.94 FEET TO THE NORTH LINE OF THE SOUTH HALF OF THE NORTHEAST QUARTER OF SAID SECTION 6 AND THE TERMINUS OF SAID CURVE; THENCE, DEPARTING SAID WESTERLY RIGHT—OF—WAY LINE, NORTH 89'58'41" WEST, ALONG SAID NORTH LINE, A DISTANCE OF 1026.55 FEET TO THE EAST LINE OF JUPITER MALL PROPERTY, ACCORDING TO OFFICIAL RECORD BOOK 9593, PAGE 1364, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; THENCE, ALONG THE EAST BOUNDARY OF THE MALL PROPERTY, SOUTH 24'59'05" EAST, A DISTANCE OF 1130.95 FEET; THENCE SOUTH 89'58'57" EAST, A DISTANCE OF 58.28 FEET TO THE WEST LINE OF THE EAST 566.02 FEET OF SAID NORTHEAST QUARTER; THENCE SOUTH 01'18'55" WEST, A DISTANCE OF 300.00 FEET TO THE SOUTH LINE OF SAID NORTHEAST QUARTER AND THE NORTHERLY RIGHT—OF—WAY LINE OF INDIANTOWN ROAD; THENCE, DEPARTING SAID EAST MALL BOUNDARY, SOUTH 89'58'55" EAST, ALONG SAID

10 NORTH RIGHT—OF—WAY LINE, A DISTANCE OF 566.17 FEET TO THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 6; THENCE SOUTH 01'14'35" WEST, ALONG THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 6, A DISTANCE OF 670.05 FEET; THENCE NORTH 89'58'57" WEST, A DISTANCE OF 614.98 FEET; THENCE SOUTH 26'27'57" EAST, A DISTANCE OF 413.09 FEET; THENCE SOUTH 63'32'03" WEST, A DISTANCE OF 315.00 FEET TO THE EASTERLY RIGHT—OF—WAY LINE OF SAID U.S. HIGHWAY NO. 1; THENCE SOUTH 26'27'03" EAST, ALONG SAID EAST RIGHT—OF—WAY LINE, A DISTANCE OF 1157.08 FEET TO THE BEGINNING OF A CURVE, CONCAVE TO THE WEST, HAVING A RADIUS OF 17,248.80 FEET, AND A CENTRAL ANGLE OF 3'07'05"; THENCE SOUTHERLY, ALONG THE ARC OF SAID CURVE, A DISTANCE OF 938.69 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 21'09'58" EAST, A DISTANCE OF 2534.85 FEET TO THE INTERSECTION WITH SAID CENTERLINE OF OCEAN WAY AND THE POINT OF BEGINNING.

LEGEND:

LB = LICENSE BUSINESS

LS = LICENSE SURVEY

ORB = OFFICIAL RECORD BOOK

PB = PLAT BOOK

RN = RIGHT—OF—WAY

RPB = ROAD PLAT BOOK

LESS AND EXCEPT: (HAAS ENCLAVE)

A PARCEL OF LAND LYING IN SECTION 31, TOWNSHIP 40 SOUTH, RANGE 43 EAST; PALM BEACH COUNTY, FLORIDA; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE EAST RIGHT OF WAY LINE OF U.S. HIGHWAY NO. 1 AND THE NORTHERLY WATERS OF THE FLORIDA EAST COAST CANAL; THENCE EASTERLY ALONG SAID NORTHERLY WATERS OF THE FLORIDA EAST COAST CANAL TO THE SOUTHERLY LINE OF PARCEL K, AMENDED PLAT OF JOHNSON'S ADDITION TO JUPITER, PLAT BOOK 16, PAGE 25, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; THENCE EAST ALONG SAID SOUTH LINE OF PARCEL K TO THE EAST LINE OF PARCEL K; THENCE NORTH ALONG THE EAST LINE OF PARCEL K TO THE SOUTH RIGHT OF WAY LINE OF STATE ROAD A-1-A, THENCE WEST ALONG THE SOUTH LINE OF SAID A-1-A TO SAID EAST RIGHT OF WAY LINE OF U.S. No.

1; THENCE SOUTH ALONG SAID EAST LINE OF U.S. No. 1 TO SAID NORTHERLY WATERS OF THE FLORIDA EAST COAST CANAL AND THE POINT OF BEGINNING.

TOTAL CRA AREA: 397 ACRES, MORE OR LESS.

SURVEYOR'S NOTES:

1. THIS IS NOT A BOUNDARY SURVEY.
2. NO SEARCH OF THE PUBLIC RECORDS HAS BEEN MADE BY THIS OFFICE.
3. AND THE DESCRIPTION TEXT COMPRISE THE COMPLETE LEGAL DESCRIPTION IS NOT VALID UNLESS BOTH ACCOMPANY EACH OTHER IS NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF AND MAPPER EMPLOYED BY LIDBERG LAND SURVEYING, INC.

NOVEMBER 12, 2001.

CRA BOUNDARY EXPANSION

The Community Redevelopment Area was expanded to include five additional parcels in 2011, thus the Community Redevelopment Area Boundary Legal Description as shown in Section 1.5 is hereby expanded to include the following:

ADDITIONAL PARCEL 1.

Legal Description:

A parcel of land lying in Section 31, Township 40 South, Range 43 East, Palm Beach County Florida and being more particularly described as follows:

From the intersection of the centerline of the State Road A1A with the South line of the said Section 31, run N 31degrees 21minutes and 17 seconds West, making an angle of 58 degrees, 43 minutes and 40 seconds when measured from the West to North, with the South line of said Section 31, a distance of 352.24 feet; thence North 63 degrees, 41 minutes and 17 seconds West, a distance of 329.03 feet to a point in the Southerly right-of-way line of State Road A1A (SR#5), and the POINT OF BEGINNING of the herein described parcel. Proceed then South 32 degrees, 14 minutes and 43 seconds West along the Northwesternly line of a parcel of land now or formally owned by William and Mildred Zamperini, as recorded in Deed Book 1339, page 549 records of Palm Beach County, Florida, a distance of 108.73 feet more or less to the waters of the Florida East Coast Canal, thence Westerly meandering the waters of the Florida East Coast Canal, a distance of 230 feet more or less; thence N 12 degrees, 22 minutes and 31 seconds East along the Easterly line of a parcel of land now or formerly the property of Albert and Elsie Derrick, as recorded in Deed Book 963, Page 84 Records of Palm Beach County, Florida, a distance of 129.66 feet more or less, to a point in the Southerly right-of-way line of State Road #5; thence South 63 degrees, 41 minutes and 17 seconds East, along said Southerly right-of-way line a distance of 272.00 feet to the POINT OF BEGINNING.

ADDITIONAL PARCEL 2

Legal Description

Parcels of land in government lots 6 & 7, Section 31, Township 40 South, Range 43 East, described in Palm Beach County, Florida Official Records Book 14665, page 0490, Official Records Book 16227, page 1309, and Official Records Book 14778, page 1277, more particularly described as follows:

Begin at station 1180+23.1 on the southerly right-of-way line of US Highway One (now State Road A1A) as shown on amended plat of Jupiter Inlet Estates, Inc. as recorded in Plat Book 16, page 25, Palm Beach County, Florida Public Records. Said point being the point of curvature of a curve concave to the Southwest having a radius of 922.40 feet and a tangent having as assumed bearing of N63 degrees, 00 minutes, 00 seconds W, which is the basis of bearings in this in this description; thence Southeasterly along the arc of said curve 161.50 feet to the Easterly right-of-way line of the Old Jupiter and Lake Worth Railway as shown on the Plat of Jupiter as recorded in Plat Book 1, page 56, Palm Beach County, Florida public records; thence S21 degrees, 11 minutes, 28 seconds E along said Easterly right-of-way line 180.51 feet; thence S 83 degrees, 49 minutes, 39 seconds W 140.24 feet, more or less, to the shore of Lake Worth Canal; thence Northwesternly along said shore to a line which bears S32 degrees, 56 minutes and 00 seconds W from the POINT OF BEGINNING; thence N 32 degrees, 56 minutes, 00 seconds E, 112.07 feet, more or less, to the POINT OF BEGINNING.

THIS PAGE IS INTENTIONALLY LEFT BLANK

APPENDIX B

JUPITER CRA PLAN AS AMENDED (2012)

TOWN OF JUPITER COMMUNITY REDEVELOPMENT AGENCY



COMMUNITY REDEVELOPMENT PLAN

Amendment 4-3-12

Table of Contents

1.	Introduction	
1.1	Preface.....	4
1.2	Florida Statute Governing Redevelopment Area Plan (CRA).....	4
1.3	Town of Jupiter History within the CRA Boundary.....	4
1.3	US Highway One Corridor and Inlet Village Map.....	5
1.4	CRA Boundary – Aerial Map.....	8
1.5	CRA Boundary Legal Description.....	9
1.6	Consistency with Town's Comprehensive Plan.....	11
1.7	Existing Land Uses.....	12
2.	Jupiter Community Redevelopment Agency Boundaries and Reasons for Establishment/History.....	13
3.	Redevelopment Efforts Related to the Findings of Blight Report.....	14
1.	Predominance of Defective or Inadequate Street Layout.....	14
2.	Faulty Lot Layout in Relation to Size, Adequacy, or Usefulness.....	14
3.	Unsanitary or Unsafe Conditions.....	15
4.	Deterioration of Site or Other Improvements.....	16
5.	Inadequate and Outdated Building density Pattern.....	17
6.	Tax or Special Assessment Delinquency.....	17
7.	Inadequate Transportation and Parking Facilities.....	17
8.	Diversity of Ownership.....	18
4.	Redevelopment Goals, Objectives.....	18
4.1	Open Space and Street Layout.....	19
4.1	Open Space and Street Layout Map.....	20
4.2	Limitation on Size, Height, Number and Use of Buildings.....	21
4.2	US One/ICW Corridor Sectors Map.....	22
4.3	Approximate Number of Dwelling Units.....	23
4.3	2001 Existing Housing Stock Map.....	24
4.3	Potential Housing Stock Map.....	25
4.4	Property intended for use as public parks and recreation areas.....	26
4.5	Property intended for use as streets, public utilities and public improvements of any nature	26
4.6	Economic Development Activities and Programs	27
5.	Neighborhood Impact	27
5.1	Relocation.....	28
5.2	Traffic Circulation	28
5.3	Environmental Quality	28
5.4	Availability of Community Services and Facilities.....	28
5.5	Effect of School Population	28
5.6	Physical and Social Quality of the	29
6.	Community Policing.....	29
6.1	Community Involvement.....	29
7.	Capital Improvement Projects to be Undertaken within the CRA.....	30
7.1	Capital Projects Map.....	31
7.2	Project Sheet 1 through 23.....	32 - 55

8.	Redevelopment Strategies (Project and Program Types).....	56
8.1	Purpose of this Section.....	56
8.2	Organization of this Section.....	56
8.3	The South CRA Area.....	57
8.4	The Central CRA Area.....	58
8.5	The Burt Reynolds Park Area.....	61
8.6	The Inlet Village Area.....	63
8.7	Financial Inducements.....	72
9.	Safeguards to Ensure that the Work of Redevelopment will be Carried Out Pursuant to the Plan.....	72
9.1	Land Use Plan.....	72
9.2	General Urban Design Guidelines.....	73
9.3	Development Controls.....	73
9.4	Retention of controls and the Establishment of Restrictions or Covenants Running with Land sold or Leased for Private Use.....	73
9.5	Management Functions.....	73
9.6	Property Acquisition.....	74
9.7	Property Management.....	74
9.8	Demolition, Clearance and Site Preparation.....	75
9.9	Property Disposition and Development.....	75
9.10	Disposition and Development Document.....	76
10.	Replacement Housing for the Relocation of Persons Temporarily or Permanently Displaced from Housing Facilities.....	76
11.	Residential Use in the Redevelopment Area.....	76
12.	Projected Costs of Redevelopment.....	76
12.1	Tax Increment Financing.....	77
12.2	Projected T.I.F. Revenue.....	77
12.2	Projected TIF Revenue Spreadsheet.....	78
12.3	Use of Tax Increment Funds.....	79
12.4	Redevelopment Trust Fund Earned Interest.....	80
12.5	Sale or Lease of Acquired Property.....	80
12.6	Enterprise Fund Revenue Bonds.....	80
12.7	Federal, State and Regional Grants.....	80
12.8	Technical Program Assistance.....	80

1. INTRODUCTION

1.1 Preface

This Community Redevelopment Agency (CRA) Plan (the Plan) provides the framework for the redevelopment of a specific area within the Town of Jupiter which encompasses portions of the Intracoastal Waterway, the U.S. Highway One corridor, the A1A corridor, the Jupiter Inlet and the Inlet Village neighborhoods. The CRA considers the waterways valuable resources for both the local residents and the basis for attracting visitors. This plan has been prepared in compliance with the Florida Community Redevelopment Act – Florida Statute §§ 163.330-163.450 enacted in 1969.

The area governed by the Plan is set forth in a legal description of the community redevelopment area and shown on an aerial map. It is within this area that the Town of Jupiter intends to accomplish redevelopment through public and private actions that will reduce or even eliminate the blighted and sub-standard conditions which impede desired and targeted development within the district. Additionally, the Plan is intended to provide for a source of continued funding for specific community redevelopment projects including the construction of a “Riverwalk” along the Intracoastal Waterway and Jupiter Inlet, provision of adequate public parking, repairs to deteriorating streets, and other public projects and infrastructure improvements, that will contribute to long term reinvestment in the redevelopment area.

1.2 Florida Statute Governing Community Redevelopment Area Plan (CRA)

F.S. §§ 163.360 (1): “Community redevelopment in a community redevelopment area shall not be planned or initiated unless the governing body has, by resolution, determined such area to be a slum area, a blighted area, or an area in which there is a shortage of housing affordable to residents of low or moderate income, including the elderly, or a combination thereof, and designated such as appropriate for community redevelopment.”

In accordance with State of Florida Statute §§ 163.360 (1):

The Town of Jupiter documented a “finding of necessity for the creation of a Community Redevelopment Agency” by enacting Resolution No. 98-01 on November 6, 2001, which declared the designated area to suffer from slum and blight. (*Exhibit A*)

The Town of Jupiter then specified the boundaries of the redevelopment area and created a Community Redevelopment Agency within the Town of Jupiter by enacting Ordinance No. 60-01 on December 18, 2001. (*Exhibit B*)

Palm Beach County approved the creation of the Jupiter Community Redevelopment Agency by enacting Resolution No. R-2001- 0090. (*Exhibit C*)

1.3 Town of Jupiter History within the Community Redevelopment Area Boundary

The area within the Community Redevelopment Area boundary is comprised of two distinct sections, the US Highway One corridor and the Inlet Village.

Community Redevelopment Agency US Highway 1 Corridor and Inlet Village



The U.S. Highway One Corridor

The US Highway One corridor includes the area from the Intracoastal oxbow south along US Highway One to Ocean Way. This section was primarily comprised of large vacant commercial parcels on the west side of US Highway One with four office buildings spaced out along the corridor, two relatively old shopping centers (Jupiter Square, Shoppes of Jupiter) at the intersection of US Highway One and Indiantown Rd., and Burt Reynolds Park which spans both sides of US Highway One.

US Highway One was the Town's main north/south arterial road through the early 1980s. Like many of the neighboring communities to the south it was thought this would become the Town's main commercial corridor. In the mid 1980s, the development of these parcels stalled with the installation of the I-95 "missing link". The I-95 Interstate had been completed from Miami north to the Georgia border with the exception of the 54 mile "missing link" from PGA Boulevard north to Ft. Pierce. This gap in the interstate shifted traffic east to US Highway One through the town and north to Fort Pierce. During that time the town experienced increasing growth along US Highway One. Once the missing link was completed, the traffic levels on US Highway One dropped dramatically to a level that would not support the development of these commercial properties. In fact, several successful businesses along the corridor were forced to close due to the shift in traffic from US Highway One to I-95. As the years passed with no development occurring and businesses failing, it became clear that the commercial corridor once anticipated could not be supported.

Inlet Village

Due to its close proximity to the Atlantic Ocean and the Loxahatchee River, the area now referred to as the Inlet Village was a natural draw to early settlers. This area was one of the earliest settlements in Palm Beach County. Archeological and historical artifacts have been documented and provide evidence of human inhabitants as early as 500 BC. The Tequesta and Hobe Indians are known to have settled along these shorelines. These settlers, as well as the early Europeans (French, Spanish, English), depended on these waterways to survive. The abundance of fish and wildlife along with the temperate weather sustained these small waterfront settlements.

In the mid 1800s the federal government commissioned and built the Jupiter Lighthouse that in turn established the settlement that would eventually become the Town of Jupiter.

From the mid 1800s to the early 1900s, the Inlet Village area thrived as a small fishing village and was the "port" for goods which were shipped up and down the Atlantic coast. The area around what is today Suni-Sands Mobile Home Park was a hub of activity. As the village center for the surrounding area, it also included a hotel, store and church. St. Martin's Episcopal Church, the first in the area, was built in 1899 where Suni-Sands is today.

A long wharf served as the "port" where goods were off loaded from the boats and onto the rail cars of the Celestial Railroad. The Celestial Railroad was the area's first rail system which ran north and south between Jupiter and Juno Beach.

The area was also recognized as a vacation area. Guests from the north visited the Carlin house and hired fishing guides to explore the Loxahatchee River. In the late 1800's, Edwin Hooley built a vacation residence that was later sold to Mr. & Mrs. Sperry. The old boat house, which also served as a recreation hall on the second floor, can still be seen at Suni-Sands.

In the 1920's, various developers contemplated projects in the Inlet Village area, but the Great Depression put a halt to further development plans.

With the construction of the Florida East Coast Railroad and the completion of US Highway One from Jacksonville south to Miami, the import and export of goods moved away from the Inlet and Ocean and over to these new transportation corridors.

The Inlet Village which once was a thriving working waterfront and commerce center slowly became dormant. From the mid 1930s until today, the area has failed to form a unified identity and consists of a hodge podge of uses, dead end streets, aged infrastructure and non-conforming lot sizes and uses.

Summary

It became clear that the development pattern for the town had shifted from the eastern part of the community to the west. The town leaders, seeing the decline of the area identified in the Community Redevelopment Area, began to initiate planning and revenue strategies that would stimulate desired development and public improvements to the redevelopment area. In addition, they acknowledged the need to enhance the public access to the Intracoastal Waterway and the natural habitats found within the CRA boundaries.

As a result, the Town of Jupiter initiated the process for creating a Community Redevelopment Agency (CRA), in a 397-acre area located in the east central section of the town. The Town of Jupiter's intent in pursuing the establishment of a Community Redevelopment Agency is "to provide for revenue opportunity to support the ongoing effort to establish a public Riverwalk along the Intracoastal Waterway and to assist in the implementation of a special planning study and redevelopment effort of the Inlet Village area."

As provided for in Section 163.355, Florida Statutes, the Town of Jupiter adopted Resolution 98-01 on November 6, 2001 providing for a *Finding of Necessity* study to create a Community Redevelopment Agency.

In November 2001, staff reviewed the *Finding of Necessity* to determine the appropriateness of creating a Community Redevelopment Agency, and on December 18, 2001 the Town of Jupiter, pursuant to the requirements set forth in Section 163.355 Florida Statutes adopted, through Ordinance 60-01, the Finding of Necessity to create a Community Redevelopment Agency. In other words, the Town Council:

- Determined the existence of slum or blighted conditions within a portion of the Town proposed as the Town of Jupiter Community Redevelopment Agency.
- Designated such area as appropriate for community redevelopment in the interest of the public health, safety, morals, or welfare of the residents.

The Town Council, by adopting Ordinance 60-01 created a Community Redevelopment Agency "to alleviate the adverse impacts of existing conditions and to prevent further manifestation of slum and blighting conditions" which are "detrimental to the health, safety, morals, and general welfare of the residents of the Town."

Following the enactment of Ordinance 60-01 finding that a blighted area exists in the Town of Jupiter and that it is appropriate to create a Community Redevelopment Agency to alleviate impacts of the blighted conditions, the Town Council requested formal action by the Board of County Commissioners (BCC) to grant general powers for redevelopment to a Community Redevelopment Agency for the Town. [Pursuant to Section 163.410, F.S., as a Charter County, Palm Beach County has redevelopment authority in municipalities unless the Board of County Commissioners (BCC) delegates the power to the governing body of a municipality.]

The BCC enacted Ordinance No. R-2002-0090 on January 8, 2002 determining that it is appropriate to delegate certain redevelopment powers pursuant to Chapter 163, Part III Florida Statutes to the Town of Jupiter.

1.4 Community Redevelopment Area Boundary – Aerial Map



1.5 Community Redevelopment Area Boundary Legal Description

As defined in Ordinance No. 60-01, the Town of Jupiter CRA boundary is described as:

A PARCEL OF LAND LYING IN SECTION 31, TOWNSHIP 40 SOUTH, RANGE 43 EAST, AND SECTIONS 5, 6, 7, AND 8, TOWNSHIP 41 SOUTH, RANGE 43 EAST, PALM BEACH COUNTY, FLORIDA; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE CENTERLINE OF OCEAN WAY AND THE EASTERLY RIGHT—OF—WAY LINE OF U.S. HIGHWAY NO. 1 STATE ROAD NO. 5) AS RECORDED IN ROAD PLAT BOOK 2, PAGE 43, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, THE CENTERLINE OF OCEAN WAY IS THE EASTERLY EXTENSION OF THE SOUTH LINE OF GOVERNMENT LOT 3, SAID SECTION 8; THENCE, DEPARTING SAID EASTERLY RIGHT—OF—WAY LINE, NORTH 89°33'21" WEST, ALONG THE EASTERLY EXTENSION OF SAID GOVERNMENT LOT 3, AND THE SOUTH LINE OF GOVERNMENT LOT 3, A DISTANCE OF 491.70 FEET TO THE SOUTHWEST CORNER OF SAID GOVERNMENT LOT 3; THENCE NORTH 16°35'32" WEST, ALONG THE WEST LINE OF SAID GOVERNMENT LOT 3, A DISTANCE OF 643.56 FEET; THENCE NORTH 58°17'23" WEST, A DISTANCE OF 726.02 FEET; THENCE NORTH 87°59'50" WEST, A DISTANCE OF 513.50 FEET TO THE CENTERLINE OF THE INTRACOASTAL WATERWAY ACCORDING TO PLAT BOOK 17, PAGE 1, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; THENCE NORTH 11°25'13" WEST, ALONG THE CENTERLINE OF THE INTRACOASTAL WATERWAY, A DISTANCE OF 1858.92 FEET; THENCE NORTH 43°31'31" WEST, A DISTANCE OF 1095.38 FEET; THENCE NORTH 18°02'14" WEST, A DISTANCE OF 4480.92 FEET; THENCE, DEPARTING SAID CENTERLINE NORTH 66°00'00" EAST, A DISTANCE OF SAID 651.77 FEET TO THE WESTERLY RIGHT—OF—WAY LINE OF SAID U.S. HIGHWAY NO. 1; THENCE NORTH 07°51'58" WEST, ALONG SAID WESTERLY RIGHT—OF—WAY LINE, A DISTANCE OF 955.00 FEET TO THE SOUTHEAST CORNER OF PARCEL F, ACCORDING TO THE PLAT OF JUPITER HARBOUR, AS RECORDED IN PLAT BOOK 56, PAGE 5, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; THENCE SOUTH 82°08'02" WEST, ALONG THE SOUTH BOUNDARY OF SAID PARCEL F, A DISTANCE OF 30.00 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE SOUTH, HAVING A RADIUS OF 300.00 FEET AND A CENTRAL ANGLE OF 29°36'41"; THENCE SOUTHWESTERLY, ALONG THE ARC OF SAID CURVE, A DISTANCE OF 155.04 FEET TO THE POINT OF REVERSE CURVATURE TH A CURVE CONCAVE TO THE NORTH, HAVING A RADIUS OF 220.00 FEET AND A CENTRAL ANGLE OF 120°00'; THENCE SOUTHWESTERLY, ALONG THE ARC OF SAID CURVE, A DISTANCE OF 46.08 FEET TO THE POINT OF TANGENCY; SOUTH 64°31'21" WEST, A DISTANCE OF 37.17 FEET TO THE BEGINNING OF A CURVE, CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 65.00 FEET, AND A CENTRAL ANGLE OF 88°33'06"; THENCE WESTERLY AND NORTHERLY, ALONG THE ARC OF SAID CURVE, A DISTANCE OF 100.46 FEET TO THE POINT OF TANGENCY; THENCE NORTH 26°55'33" WEST, A DISTANCE OF 131.18 FEET TO THE BEGINNING OF A CURVE, CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 74.00 FEET, AND A CENTRAL ANGLE OF 58°43'06"; THENCE NORTHERLY AND WESTERLY, ALONG THE ARC OF SAID CURVE, A DISTANCE OF 75.84 FEET TO THE POINT OF TANGENCY; THENCE NORTH 85°38'40" WEST, A DISTANCE OF 45.65 FEET TO THE SOUTHEAST CORNER OF LOT 1, ACCORDING TO SAID PLAT OF JUPITER HARBOUR; THENCE NORTH 37°31'21" EAST, ALONG THE EAST LINE OF SAID LOT 1, A DISTANCE OF 69.83 FEET TO THE NORTHEAST CORNER OF SAID LOT 1; THENCE NORTH 32°51'57" WEST, ALONG THE NORTH LINE OF SAID LOT 1 AND THE SOUTHERLY BOUNDARY OF PARCEL C, ACCORDING TO SAID JUPITER HARBOUR, A DISTANCE OF 371.59 FEET; THENCE NORTH 57°08'03" EAST, A DISTANCE OF 62.00 FEET; NORTH 32°51'57" WEST, A DISTANCE OF 16.59 FEET; THENCE NORTH 63°24'49" WEST, A DISTANCE OF 84.84 FEET; THENCE NORTH 86°35'09" WEST, A DISTANCE OF 321.54 FEET; THENCE SOUTH 88°03'30" WEST, A DISTANCE OF 192.50 FEET TO THE BEGINNING OF A CURVE, CONCAVE TO THE NORTH, HAVING A RADIUS OF 158.42 FEET, AND A CENTRAL ANGLE OF 60°27'05"; THENCE WESTERLY AND NORTHERLY, ALONG THE ARC OF SAID CURVE, A DISTANCE OF 167.14 FEET TO THE NORTH LINE OF SAID JUPITER HARBOUR AND THE TERMINUS OF SAID CURVE; THENCE, DEPARTING SAID PLAT OF JUPITER HARBOUR, NORTH 02°00'00" WEST, ALONG A NON—TANGENT LINE, THROUGH THE WATERS OF THE LOXAHATCHEE RIVER, A DISTANCE OF 280.00 FEET; THENCE NORTH 88°00'00" EAST, A DISTANCE OF 1450.00 FEET TO A POINT 95 FEET, MORE OR LESS, EAST OF THE U.S. HIGHWAY NO. 1 BRIDGE OVER SAID LOXAHATCHEE RIVER, AND BEGINNING OF A CURVE, CONCAVE TO THE SOUTH, HAVING A RADIUS OF 2200.00 FEET, AND A CENTRAL ANGLE OF 41°11'08"; THENCE, EASTERLY, ALONG THE ARC OF SAID CURVE, A DISTANCE OF 1581.41 FEET TO THE BEGINNING OF A REVERSE CURVE, CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 2200.00 FEET, AND A CENTRAL ANGLE OF 16°11'08"; THENCE SOUTHEASTERLY, ALONG THE ARC OF SAID CURVE, A DISTANCE OF 621.48 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 67°00'00" EAST, A DISTANCE OF 512.15 FEET TO THE WEST LINE OF THE EAST 150.00 FEET OF SAID SECTION 31; THENCE SOUTH 00°27'56" EAST, ALONG SAID WEST LINE, A DISTANCE OF 818.82 FEET TO THE NORTH LINE OF THE SOUTH 190.00 FEET OF SAID SECTION 31; THENCE SOUTH 89°58'25" EAST, ALONG SAID NORTH LINE, A DISTANCE OF 150.01 FEET TO THE EAST LINE OF SAID SECTION 31 THENCE SOUTH 00°27'56" EAST, ALONG SAID EAST LINE, A DISTANCE OF 190.01 FEET TO THE SOUTHEAST CORNER OF SAID SECTION 31; THENCE SOUTH 01°18'55" WEST, ALONG THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 6, A DISTANCE OF 1029.56 FEET TO THE NORTH RIGHT—OF—WAY LINE OF JUPITER BEACH ROAD; THENCE, ALONG SAID NORTH RIGHT—OF—WAY LINE, NORTH 89°58'41" WEST, A DISTANCE OF 303.79 FEET TO THE WESTERLY RIGHT—OF—WAY LINE OF STATE ROAD A—i—A; THENCE SOUTH 31°21'00" EAST, ALONG SAID WESTERLY RIGHT—OF—WAY LINE, A DISTANCE OF 121.12 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 1811.08 FEET, AND A CENTRAL ANGLE OF 72°5'57"; THENCE, SOUTHEASTERLY, ALONG THE ARC OF SAID CURVE, A DISTANCE OF 234.94 FEET TO THE NORTH LINE OF THE SOUTH HALF OF THE NORTHEAST QUARTER OF SAID SECTION 6 AND THE TERMINUS OF SAID CURVE; THENCE, DEPARTING SAID WESTERLY RIGHT—OF—WAY LINE, NORTH 89°58'41" WEST, ALONG SAID NORTH LINE, A DISTANCE OF 1026.55 FEET TO THE EAST LINE OF JUPITER MALL PROPERTY, ACCORDING TO OFFICIAL RECORD BOOK 9593, PAGE 1364, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; THENCE, ALONG THE EAST BOUNDARY OF THE MALL PROPERTY, SOUTH 24°59'05" EAST, A DISTANCE OF 1130.95 FEET; THENCE SOUTH 89°58'57" EAST, A DISTANCE OF 58.28 FEET TO THE WEST LINE OF THE EAST 566.02 FEET OF SAID NORTHEAST QUARTER; THENCE SOUTH 01°18'55" WEST, A DISTANCE OF 300.00 FEET TO THE SOUTH LINE OF SAID NORTHEAST QUARTER AND THE NORTHERLY RIGHT—OF—WAY LINE OF JUPITER BEACH ROAD.

OF—WAY LINE OF INDIANTOWN ROAD; THENCE, DEPARTING SAID EAST MALL BOUNDARY, SOUTH 89°58'55" EAST, ALONG SAID NORTH RIGHT—OF—WAY LINE, A DISTANCE OF 566.17 FEET TO THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 6; THENCE SOUTH 0°14'35" WEST, ALONG THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 6, A DISTANCE OF 670.05 FEET; THENCE NORTH 89°58'57" WEST, A DISTANCE OF 614.98 FEET; THENCE SOUTH 2627°57" EAST, A DISTANCE OF 413.09 FEET; THENCE SOUTH 63°32'03" WEST, A DISTANCE OF 315.00 FEET TO THE EASTERLY RIGHT—OF—WAY LINE OF SAID U.S. HIGHWAY NO. 1; THENCE SOUTH 2627°03" EAST, ALONG SAID EAST RIGHT—OF—WAY LINE, A DISTANCE OF 1157.08 FEET TO THE BEGINNING OF A CURVE, CONCAVE TO THE WEST, HAVING A RADIUS OF 17,248.80 FEET, AND A CENTRAL ANGLE OF 3°07'05"; THENCE SOUTHERLY, ALONG THE ARC OF SAID CURVE, A DISTANCE OF 938.69 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 2°19'58" EAST, A DISTANCE OF 2534.85 FEET TO THE INTERSECTION WITH SAID CENTERLINE OF OCEAN WAY AND THE POINT OF BEGINNING.

LEGEND:

LB = LICENSE BUSINESS

LS = LICENSE SURVEY

ORB = OFFICIAL RECORD BOOK

PB = PLAT BOOK

RN = RIGHT—OF—WAY

RPB = ROAD PLAT BOOK

LESS AND EXCEPT: (HAAS ENCLAVE)

A PARCEL OF LAND LYING IN SECTION 31, TOWNSHIP 40 SOUTH, RANGE 43 EAST; PALM BEACH COUNTY, FLORIDA; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE EAST RIGHT OF WAY LINE OF U.S. HIGHWAY NO. 1 AND THE NORTHERLY WATERS OF THE FLORIDA EAST COAST CANAL; THENCE EASTERLY ALONG SAID NORTHERLY WATERS OF THE FLORIDA EAST COAST CANAL TO THE SOUTHERLY LINE OF PARCEL K, AMENDED PLAT OF JOHNSON'S ADDITION TO JUPITER, PLAT BOOK 16, PAGE 25, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; THENCE EAST ALONG SAID SOUTH LINE OF PARCEL K TO THE EAST LINE OF PARCEL K; THENCE NORTH ALONG THE EAST LINE OF PARCEL K TO THE SOUTH RIGHT OF WAY LINE OF STATE ROAD A-1-A, THENCE WEST ALONG THE SOUTH LINE OF SAID A-1-A TO SAID EAST RIGHT OF WAY LINE OF U.S. No. 1; THENCE SOUTH ALONG SAID EAST LINE OF U.S. No. 1 TO SAID NORTHERLY WATERS OF THE FLORIDA EAST COAST CANAL AND THE POINT OF BEGINNING.

TOTAL CRA AREA: 397 ACRES, MORE OR LESS.

SURVEYOR'S NOTES:

1. THIS IS NOT A BOUNDARY SURVEY.
 2. NO SEARCH OF THE PUBLIC RECORDS HAS BEEN MADE BY THIS OFFICE.
 3. AND THE DESCRIPTION TEXT COMPRISE THE COMPLETE LEGAL DESCRIPTION IS NOT VALID UNLESS BOTH ACCOMPANY EACH OTHER IS NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF AND MAPPER EMPLOYED BY LIDBERG LAND SURVEYING, INC.
- NOVEMBER 12, 2001.

1.5.1 2011 CRA Boundary Expansion

The Community Redevelopment Area was expanded to include five additional parcels in 2011, thus the Community Redevelopment Area Boundary Legal Description as shown in Section 1.5 is hereby expanded to include the following:

ADDITIONAL PARCEL 1.

Legal Description:

A parcel of land lying in Section 31, Township 40 South, Range 43 East, Palm Beach County Florida and being more particularly described as follows:

*From the intersection of the centerline of the State Road A1A with the South line of the said Section 31, run N 31 degrees 21 minutes and 17 seconds West, making an angle of 58 degrees, 43 minutes and 40 seconds when measured from the West to North, with the South line of said Section 31, a distance of 352.24 feet; thence North 63 degrees, 41 minutes and 17 seconds West, a distance of 329.03 feet to a point in the Southerly right-of-way line of State Road A1A (SR#5), and the **POINT OF BEGINNING** of the herein described parcel. Proceed then South 32 degrees, 14 minutes and 43 seconds West along the Northwesterly line of a parcel of land now or formally owned by William and Mildred Zamperini, as recorded in Deed Book 1339,*

page 549 records of Palm Beach County, Florida, a distance of 108.73 feet more or less to the waters of the Florida East Coast Canal, thence Westerly meandering the waters of the Florida East Coast Canal, a distance of 230 feet more or less; thence N 12 degrees, 22 minutes and 31 seconds East along the Easterly line of a parcel of land now or formerly the property of Albert and Elsie Derrick, as recorded in Deed Book 963, Page 84 Records of Palm Beach County, Florida, a distance of 129.66 feet more or less, to a point in the Southerly right-of-way line of State Road #5; thence South 63 degrees, 41 minutes and 17 seconds East, along said Southerly right-of-way line a distance of 272.00 feet to the **POINT OF BEGINNING**.

ADDITIONAL PARCEL 2

Legal Description

Parcels of land in government lots 6 & 7, Section 31, Township 40 South, Range 43 East, described in Palm Beach County, Florida Official Records Book 14665, page 0490, Official Records Book 16227, page 1309, and Official Records Book 14778, page 1277, more particularly described as follows:

Begin at station 1180+23.1 on the southerly right-of-way line of US Highway One (now State Road A1A) as shown on amended plat of Jupiter Inlet Estates, Inc. as recorded in Plat Book 16, page 25, Palm Beach County, Florida Public Records. Said point being the point of curvature of a curve concave to the Southwest having a radius of 922.40 feet and a tangent having as assumed bearing of N63 degrees,00 minutes, 00 seconds W, which is the basis of bearings in this in this description; thence Southeasterly along the arc of said curve 161.50 feet to the Easterly right-of-way line of the Old Jupiter and Lake Worth Railway as shown on the Plat of Jupiter as recorded in Plat Book1, page 56, Palm Beach County, Florida public records; thence S21 degrees, 11 minutes, 28 seconds E along said Easterly right-of-way line 180.51 feet; thence S 83 degrees, 49 minutes, 39 seconds W 140.24 feet, more or less, to the shore of Lake Worth Canal; thence Northwesterly along said shore to a line which bears S32 degrees, 56 minutes and 00 seconds W from the **POINT OF BEGINNING**; thence N 32 degrees, 56 minutes, 00 seconds E, 112.07 feet, more or less, to the **POINT OF BEGINNING**.

1.6 Consistency with Town of Jupiter's Comprehensive Plan

In accordance with F.S. 163.360(2) (a), "The community redevelopment plan shall conform to the comprehensive plan for the county or municipality as prepared by the local planning agency under the Local Government Comprehensive Planning and Land Development Regulation Act."

This document conforms to the Town of Jupiter's Comprehensive Plan. On February 12, 2008, the Town of Jupiter Local Planning Agency (LPA), pursuant to Chapter 163.360(4), F.S., submitted its written recommendations with respect to the consistency of the Plan with the Town's Comprehensive Plan.

1.7 Existing Land Uses

The land uses (2001) within the redevelopment area were identified using the property control numbers of each parcel and verifying the uses through the Palm Beach County Property Appraiser's data base. There are approximately 397 acres within the Community Redevelopment Area, approximately 250 acres are upland, and approximately 147 acres are open waterway and submerged lands.

The four primary existing uses within the Community Redevelopment Area in descending order of acreage are:

- Commercial (34%)
- Residential (21%)
- Park (13%)
- Commercial Vacant (12%)

2. JUPITER COMMUNITY REDEVELOPMENT AGENCY BOUNDARIES AND REASONS FOR ESTABLISHMENT/HISTORY

The area within the CRA boundary were of greatest concern due to the fact that the development of the parcels had essentially stopped within the completion of I-95 from Palm Beach Gardens north to Fort Pierce.

Prior to the 1980's, US Highway One was the main north south arterial through the town with the exception of some older multi-family mobile home housing stock. Essentially, all of the parcels now identified within the CRA boundaries had commercial land use and zoning designations.

Upon completion of the Interstate, the traffic pattern shifted west as did the demand for commercial development. The properties within the boundary area sat stagnant. The existing land use and development patterns became obsolete.

In fall of 2001 the Town Council commissioned a "Findings of Blight" study to evaluate existing conditions along US Highway One and the Inlet Village to determine if the area met the "Blight" criteria set forth by Chapter 163, Part III, Florida Statutes necessary to establish a Community Redevelopment Area. The "Finding of Slum and/or Blight" study was prepared by Florida Planning Group (see Exhibit A). The study identified the general boundaries of the Community Redevelopment Area and concluded that 7 of the 8 "blight" criteria existed within the boundaries. These 7 criteria included the following:

- Defective or inadequate street layouts
- Faulty lot layouts
- Unsanitary or unsafe conditions
- Deterioration of site improvements
- Inadequate or outdated density patterns
- Inadequate transportation and parking facilities
- Diversity of ownership

By identifying these "blighted" conditions and establishing the Jupiter Community Redevelopment Agency, the Town now had the financial tool through Tax Increment Financing (TIF) to stimulate redevelopment and to implement public projects including the Riverwalk which would stimulate investment into the area and that would address the 7 criteria listed above.

The boundaries of the Community Redevelopment Area begin in the south at the Jupiter Ridge Natural Area and continues north between US Highway One and the Intracoastal Waterway but also includes Burt Reynolds Park, Piatt Place, a portion of Jupiter Harbour, the Inlet Village, the Shoppes of Jupiter and Jupiter Square Shoppes which are located on the eastern side of US Highway One at Indiantown Road. The redevelopment area is comprised of approximately 397 acres, 250 acres of upland and 147 acres of waterways and submerged lands. These waterways and submerged lands were included in the Community Redevelopment Area boundary to insure funding for docks, marinas and Riverwalk sections that may extend into these waterways.

The purpose of the Plan is to guide the long term development within the Community Redevelopment Area, ensure the "blighted" conditions identified in the "Findings of Slum and Blight" study are remedied and further, ***to ensure the development of an active district where residents and visitors can gather, work and play along the shoreline of these waterways.*** The Plan addresses operation and financial strategies and defines the development objectives, programs, and capital projects.

The Plan is a working document which will serve as a guide for the redevelopment and management of the district for 30 years. It will be necessary to update this document as development demands and strategies are refined to meet the needs of the district.

3. **REDEVELOPMENT EFFORTS RELATED TO THE FINDINGS OF BLIGHT REPORT**

Prior to establishing the Community Redevelopment Agency, the Town had prepared a "Finding of Slum and Blight" report which looked at eight criteria set forth by the state to determine the existence of "blight" within the targeted redevelopment area. Under each of these criteria below is the description of the "blight" condition identified in the 2001 report and the action that will be taken if necessary to reduce and or eliminate that condition. In some cases, since 2001 the Town policy regarding what constitutes blight has changed, or circumstances have changed, and this is reflected in the text below.

1. **Predominance of Defective or Inadequate Street Layout**

- a. *"The streets at the northern end of the redevelopment area (Yarborough, Cramer, Love and Clemons) are very close together (only 200 feet apart), and have narrow right of way widths (30 feet wide versus the standard 50 feet). These streets prevent the combination of parcels into a contiguous large-scale development parcel needed for modern developments."*

Action: Through a series of public workshops it was determined that the majority of residents and stakeholders desired to maintain the small scale village character of the "area" now identified as the Inlet Village. The narrow streets and existing small blocks help to set the pattern for the desired village scale. The streets are currently dead end streets, the Agency shall encourage development plans to provide connectivity between these streets to improve traffic circulation in this core area. The Town has amended both the Comprehensive Plan and Zoning regulations to allow for the development of smaller parcels that exist in the Inlet Village.

2. **Faulty Lot Layout in Relation to Size, Adequacy, or Usefulness**

- a. *"The area along Ocean Drive (A1A) east of U.S. Highway One to Jupiter Beach Road is divided into numerous small lots of various sizes owned by different owners. This precludes their aggregation into the larger multi-acre parcels required by the C-2 zoning district and development standards that existed at the time the Findings Report was prepared."*

Action:

In an effort to maintain the small village character of the Inlet Village area the Town Council directed staff to develop zoning and land development regulations that would permit these smaller parcels to develop in their current configurations. In 2003 the Town Council amended the Comprehensive Plan creating the Inlet Village Flex, Riverwalk Flex and Inlet Village Residential sub districts that allowed the development of these smaller lots and keeping the village scale of the area.

- b. *"The western side of U.S. Highway One, south from the Chamber of Commerce site to Indiantown Road is divided into numerous lots of various sizes owned by different owners. This precludes their aggregation into the*

larger multi-acre parcels desired for today's typical financial and development standards."

Action:

The Town has with the adoption of the US One/Intracoastal Waterway Zoning District provided incentives for the development/ redevelopment of these properties by allowing mixed use and flexible sight development regulations. Though aggregation of these properties is not discouraged these zoning regulations allow for these properties to develop in the current configurations and under varied ownership.

3. Unsanitary or Unsafe Conditions

- a. *"The two fixed bridges along U.S. Highway One, lack bike lanes and pedestrian sidewalks. This creates a potentially dangerous situation for pedestrians and bicyclists along this section of the road."*

Action:

FDOT is scheduled to replace these bridges in 2011 and shall add pedestrian and bicycle facilities. The Community Redevelopment Agency will contribute funds towards the construction of the Riverwalk as it crosses over and under the southern bridge connecting to Burt Reynolds park.

- b. *"Illegal signs were prevalent throughout the area known as the inlet Village".*

Action:

Illegal signs and signs within the right of ways shall be removed and / or made to conform as businesses transition or new sign permits are requested.

- c. *"Several vacant, deteriorating and unsafe buildings had been identified and were contributing to the blight along A1A in the Inlet Village when the Findings Report was prepared."*

Action:

Since the Findings Report was adopted in 2001 the Town has experienced 3 hurricanes, most of the structures as a result of the hurricanes have either been demolished and/or have been renovated to meet current building codes. As parcels come in for site plan approval the structures will be inspected to determine if they can be rehabilitated and brought into conformance with the existing codes or if they will need to be demolished. The Town purchased the Inlet Village Marina and recently demolished the unsafe buildings on the property.

- d. *"There are no bike paths or pedestrian crosswalks along A1A which creates a potentially hazardous situation."*

Action:

The Community Redevelopment Agency shall have prepared a

Conceptual Master Plan for A1A which will include implementation of pedestrian sidewalks, cross walks and bicycle facilities as well as other roadway enhancements and will include the reconstruction of this road within the Community Redevelopment Agency CIP.

- e. *“Commercial properties have parking in the front yard that back out directly into traffic on A1A, creating the potential for traffic accidents.”*

Action:

The properties identified in the report include PaJa’s motel and Smilin Jacks marina. Both of these properties are within an unincorporated county pocket but are anticipated to be annexed into the Town and the Community Redevelopment Area. It will be necessary to eliminate these hazardous conditions with the reconstruction of A1A. Should the properties be annexed into the Town and into the CRA, CRA funds could be used to eliminate or reduce the hazardous traffic condition.

- f. *“U.S. Highway One has an abandoned and deteriorating parking structure that is currently being used as an ad hoc homeless shelter.”*

Action:

This property known as Piatt Place has been purchased by the Town. The Town along with the Community Redevelopment Agency will determine the best use for the property but in the meantime the property has been fenced and secured.

- g. *“Since the Findings Report was completed the Town has identified several existing residential structures built prior to the 1970’s located between A1A and the Jupiter Inlet which are below the base flood elevation established by the Federal Emergency Management Agency (FEMA) and South Florida Water Management District (SFWMD). These residential properties are subject to severe damage during flood events.”*

Action:

The Town along with the CRA will provide mitigation strategies and/or incentives for reducing the threat of flood to these residential properties with the development and implementation of the Master Storm Water Plan for the Inlet Village. These are anticipated to be semi temporary measures as it is anticipated that the majority if not all the residential properties in this area will redevelop and be reconstructed to meet the established base flood elevations.

4. Deterioration of Site or Other Improvements

- a. *“Road Conditions – A1A and U.S. Highway One contains deteriorating roadway conditions.”*

Action:

FDOT has scheduled in their work program repairing, resurfacing and adding bicycle and pedestrian facilities along US Highway One where needed by 2013. The Community Redevelopment Agency will be

committing some funds towards specific roadway enhancements as they relate to the Riverwalk and connection to the Riverwalk.

The Agency will hire a consultant to prepare a Conceptual Master Plan for A1A that will identify existing roadway and infrastructure conditions, desired road section and aerial plan to include the location of bike, pedestrian and trolley facilities, parking, medians and street lights. Upon the completion of the plan and after the review and approval by stakeholders including the County and Town Council, the Agency will develop a funding strategy and construction schedule to implement the Plan improvements.

- b. *"Saturn Road has roadway deterioration."*

Action:

Saturn Road will be scheduled for resurfacing and repair in the Community Redevelopment Agency CIP.

5. Inadequate and Outdated Building Density Pattern

- a.

"This was perhaps the biggest problem facing the area known as the Inlet Village. A significant percentage of the area is currently divided into a multiplicity of small residential lots that have commercial land use and zoning designations. These lot sizes were too small and inadequate for commercial development under the Town's standard commercial land development regulations; therefore, they remained as residential uses. The residential uses were considered non-conforming uses therefore they remained un-improved. Over the years several of the structures fell into disrepair and some even abandoned."

Action:

The Town Council has, by amending its Comprehensive Plan and adopting the US Highway One Intracoastal Waterway Overlay District, addressed the inadequate and outdated development patterns. The Town has provided the property owners, through these regulations, allowances for residential, commercial or mixed uses zoning districts as well as flexible site development standards which would permit these smaller lots to be developed.

6. Tax or Special Assessment Delinquency

"None were found."

7. Inadequate Transportation and Parking Facilities

- a. *"Ocean Boulevard (A1A) from US One to Indiantown road may at build out reach an unacceptable level of congestion under the Commercial land use and zoning designation that was existing at the time of the Findings Report."*

Action:

It will be the responsibility of the Town to develop a multi-model

transportation plan which will encourage access to and from the Inlet Village using alternative forms of transportation including but not limited to bicycle, trolley water taxi and access by boat.

8. Diversity of Ownership

- a. *"The area identified as the Inlet Village is currently divided into multiple small lots and uses. Approximately 45 parcels exist and are owned by 39 different owners. While there has been some attempt to aggregate parcels, the vast majority of the parcels are in separate ownership."*

Action:

Since the Findings Report was prepared, the Town Council held several community workshops where it became clear that the residents wanted to maintain the existing village scale of the Inlet Village. As a result of those workshops the Town Council adopted zoning and land development regulations that allow and encourage the development of these small parcels thereby maintaining the village scale. It still needs to be determined if the diversity of ownership will pose a problem to redevelopment. The CRA and/or the Town may still need to take additional steps to further redevelopment and avoid the potential conflicts with this diversity of owners.

4. REDEVELOPMENT GOALS AND OBJECTIVES

Since 1996, the Town has initiated and completed 4 planning studies related to the area within the Community Redevelopment Area boundaries. They are, The Findings of Blight Study prepared by Florida Planning Group, Inc., the US Highway One Intracoastal Waterway Study prepared by Wallace Roberts & Todd (WRT), The Riverwalk Master Plan & Design Guidelines prepared by PBS&J and the Inlet Village Study prepared by Glatting Jackson. Each of these planning efforts were undertaken in an effort to identify the existing conditions of the area and the reasons for the lack of development throughout the redevelopment area. Additionally, identify how to stimulate desired redevelopment along the Intracoastal and Jupiter Inlet Waterways by promoting, where appropriate, mixed use development and flexible land development regulations. In addition, to provide for public access to the waterways in the form of a Riverwalk, identify opportunities for public gathering spaces along the waterfront(s) and in the Inlet Village, create a mix of activities and uses throughout the Community Redevelopment Area, and to develop general design guidelines that would **celebrate the Town of Jupiter's historical relationship to the waterfront.**

As a result of these studies, the Town has created a Community Redevelopment Agency and adopted Comprehensive Plan amendments to the Future Land Use Element and created the US Highway One/Intracoastal Waterway Overlay Zoning District to direct the development pattern for the Community Redevelopment Area.

The following Goals and Objectives were prepared to meet the state statute requirements for the Community Redevelopment Agency as well as complement the goals and objectives as outlined by the Town's Comprehensive Plan for the district.

Once adopted by the Community Redevelopment Agency Board, the goals and objectives will provide direction for the Community Redevelopment Agency and staff to pursue the revitalization of the Redevelopment Area, as well as to address those conditions of "blight" identified in the Findings Report. The Plan's goals and objectives will also provide the

private sector with information necessary to make appropriate development decisions. These goals are designed to direct the CRA's efforts but are not to be interpreted as a definitive course of action nor an exhaustive or complete list of all activities that may be undertaken by the CRA.

4.1 Open Space, Street Layout and Accessibility

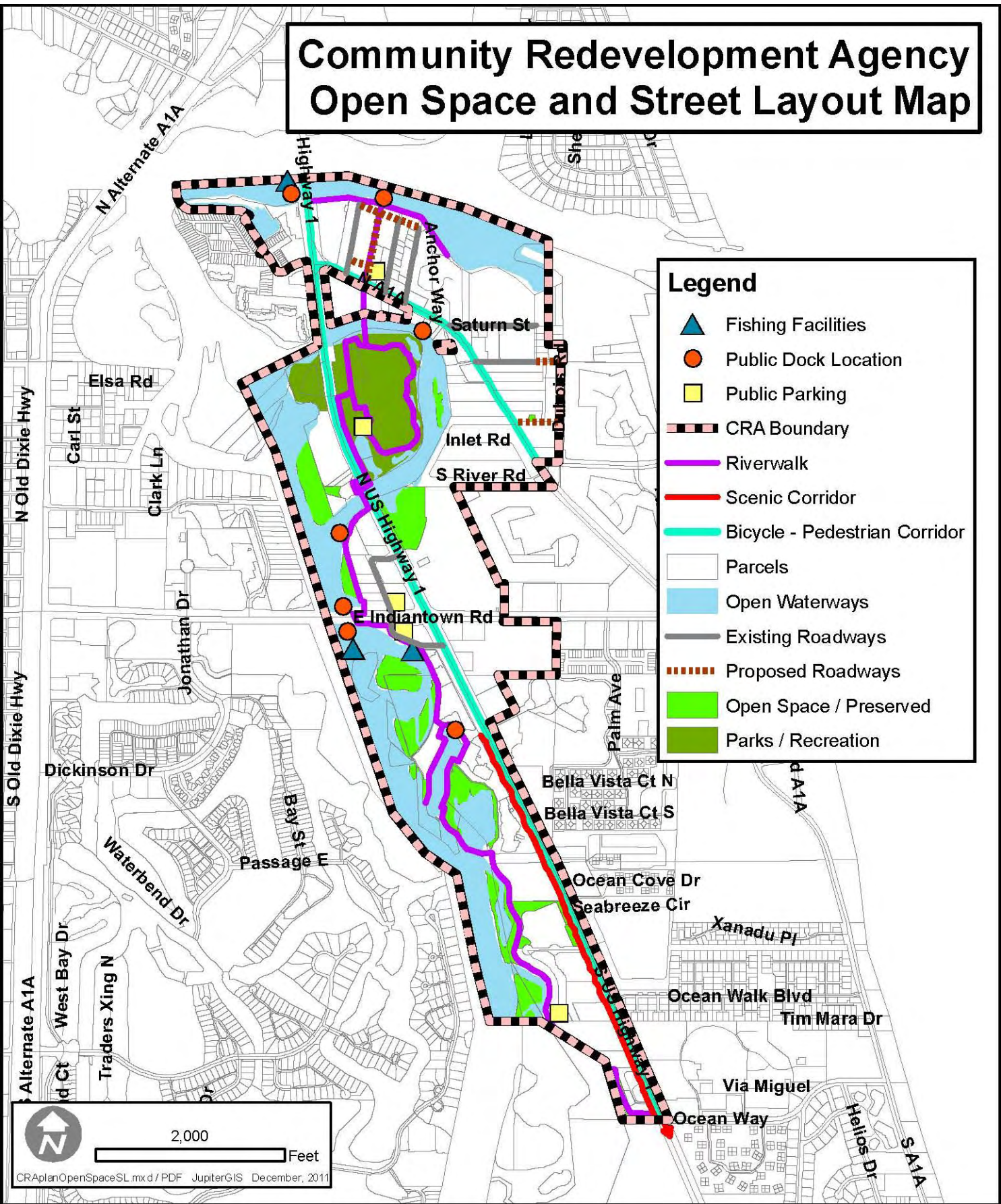
This map has been developed in association with the goals and objectives of the open space and street layout section. The *Open Space and Street Layout Map* identifies existing and future open space and street layouts which exist or are desired within the CRA boundaries.

Open Space includes existing and desired recreational facilities including the Jupiter Riverwalk, bike/pedestrian facilities, public docks, public parking, water taxi docks, fishing areas, parks, open waterways, etc.

Street Layouts identifies the existing streets located in the Inlet Village as Yarborough, Cramer, Love, Clemons, Saturn, Parkway and A1A as well as, the proposed "new" roads being considered to improve vehicular circulation, access by emergency vehicles and connectivity between roadways. It may be necessary in some cases for the Community Redevelopment Agency to use Tax Increment Funds to acquire Right of Ways to implement these improvements.

No additional roads or Right of Ways are anticipated within the U.S. One Corridor.
(See Open Space and Street Layout Map next page)

Community Redevelopment Agency Open Space and Street Layout Map



Goal: To create or enhance public gathering or open spaces along the waterfront and throughout the Redevelopment Area which are safely accessible by pedestrians, bicyclist, boaters and vehicles.

Objective:

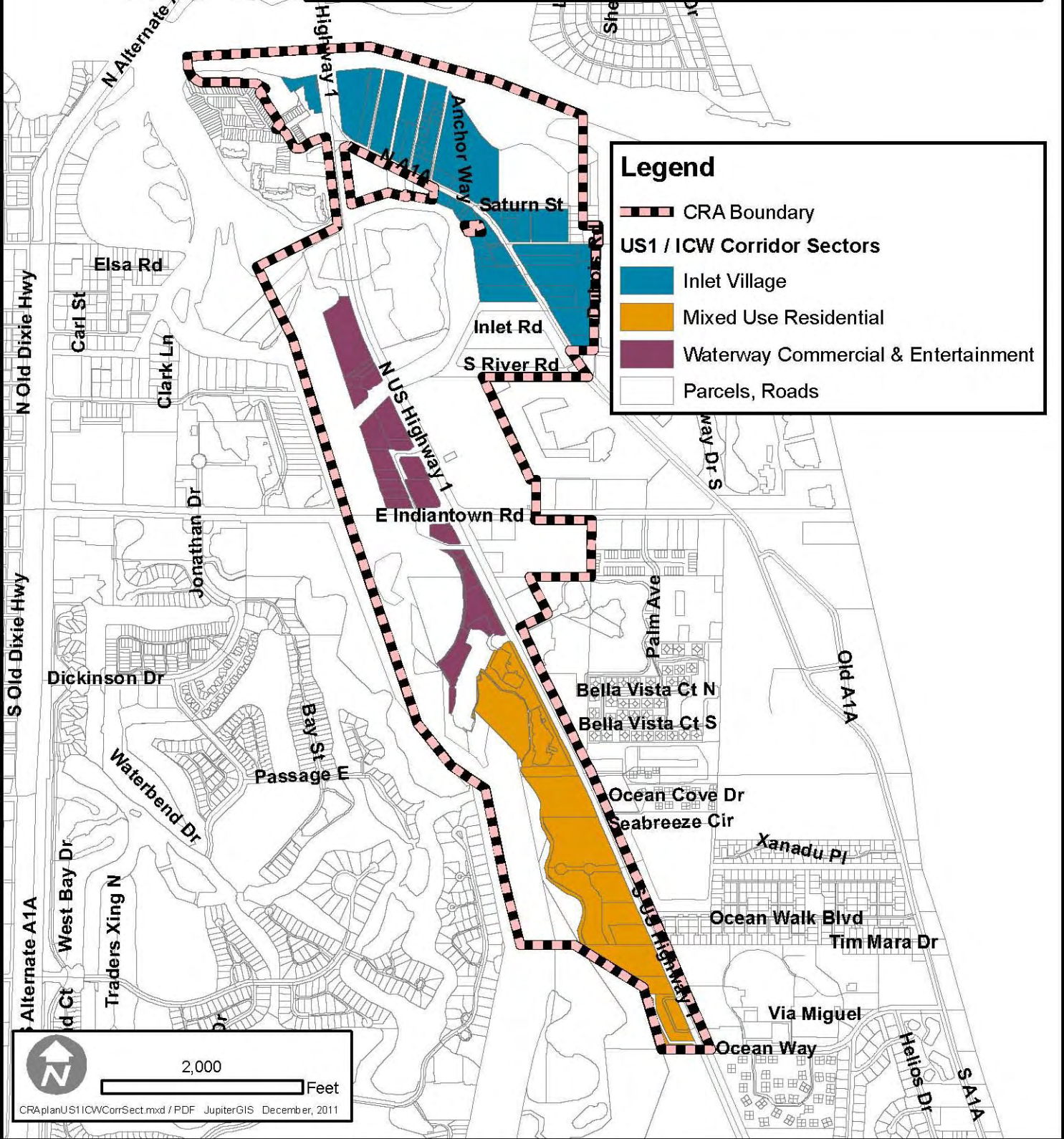
Plan and build a connected system of public gathering and open spaces, pedestrian, bicycle and vehicular traffic circulation improvements, and private/public docking and parking facilities.

- 4.1.1. Provide and build a waterfront recreational corridor which will provide public access to the Intracoastal and Jupiter Inlet waterways.
- 4.1.2 Provide and/or increase centralized and shared public and private parking opportunities throughout the Community Redevelopment Area to encourage residents and visitors to walk to their destination.
- 4.1.3 Provide and/or increase public and private docking facilities and marinas to accommodate access to the Riverwalk and Inlet Village via boat.
- 4.1.4 Provide incentives via a bonus program encouraging property owners/ developers to construct aesthetically pleasing public gathering spaces along the waterfronts and throughout the Community Redevelopment Area.
- 4.1.5 Identify and implement opportunities for water taxi facilities and trolley stops encouraging residents to access the Community Redevelopment Area via alternative forms to transportation.
- 4.1.6 Develop and adopt a Master Transportation Map which identifies opportunities for pedestrian, bicycle, trolley and boat access and circulation throughout the Community Redevelopment Area.
- 4.1.7 Develop and adopt a Roadway Network Plan for the Inlet Village which improves vehicular traffic flow, identifies locations for new streets and or access easements, provides for connectivity between parcels, establishes desired cross sections including location and width of travel lanes, sidewalks, bike lanes (as warranted), utilities, drainage, on street parking (as warranted), street lights, street trees and street furniture (as warranted).
- 4.1.8 Enhance pedestrian/ bicyclist environment via landscaping and tree canopy throughout the Community Redevelopment Area and Riverwalk corridor.

4.2 Limitation on Size, Height, Number and Use of Buildings

Regulations regarding the type, size, heights, number and uses of structures to be constructed within the CRA boundaries are regulated via the US One/Intracoastal Waterway Corridor Zoning District. The US One/ICW Corridor Sector Map identifies the location of the three sectors. Each of the three sectors is mixed use, commercial and residential districts. The Inlet Village Sector is desired to develop is a small village scale community with a maximum height of 3 ½ stories with bonuses. The Waterway Commercial Entertainment Sector is desired to develop with mixed use developments with an emphasis on entertainment/commercial uses. This sector has a maximum height at 55 feet average with bonuses. The Mixed Use Residential Sector is desired to develop with mixed use developments with an emphasis on residential uses. This sector has a maximum height of 45 feet average with bonuses. The attached US One/ICW Corridor Sectors map reflects these locations.

Community Redevelopment Agency US 1 / ICW Corridor Sectors



Goal: Stimulate private investments in real property to develop or redevelop properties consistent with the Town of Jupiter's Comprehensive Plan.

Objective:

Cause to have developed and adopted by the Town Council zoning districts and regulations consistent with the Town of Jupiter's Comprehensive Plan which promote an active and vibrant waterfront community, allow for a mix of uses and provide public access and recreational opportunities along the Intracoastal and Jupiter Inlet waterways.

4.2.1 Adopt via zoning district and land development regulations uses, density, intensity, scale and height incentives and limitations consistent with the Town of Jupiter's Comprehensive Plan that will encourage high quality development.

4.2.2 Encourage the development and/or revitalization of properties in the Inlet Village that promote active "destination" type uses such as parks, restaurants, outdoor cafes, hotels, bed and breakfast inns, retail shops, marinas, tour boats, fishing and diving charters, ecotourism and entertainment venues, museums and galleries.

4.2.3 Adopt regulations implementing architectural styles, scale and varying height which respects the surrounding community, historical resources such as the Jupiter Lighthouse and in case of the Inlet Village, the historic working waterfront.

4.2.4 The Community Redevelopment Agency and the Town of Jupiter shall be responsible for the implementation and administration of the objectives outlined in the redevelopment plan.

4.3 Approximate Number of Dwelling Units

When the Findings Report was prepared in 2001, the housing stock included 194 condominium units, 243 mobile home units and approximately 15 single family units. These residential units have been identified on the 2001 Existing Housing Stock map.

The Town has, with the adoption of the U.S. Highway One/Intracoastal Waterway Corridor Zoning District increased the potential for adding another 366 – 740 units. 120-300 units in the Mixed Use/Residential Sector, 96-240 units in the Waterway Commercial/Entertainment Sector and 150-200 units in the Inlet Village Sector. The Potential Housing Stock map indicates the location of future housing stock. Approximately 216 units have been constructed since 2001.

Community Redevelopment Agency Existing Housing Stock

Legend

 CRA Boundary

 Parcels, Roads

CRA Housing Stock

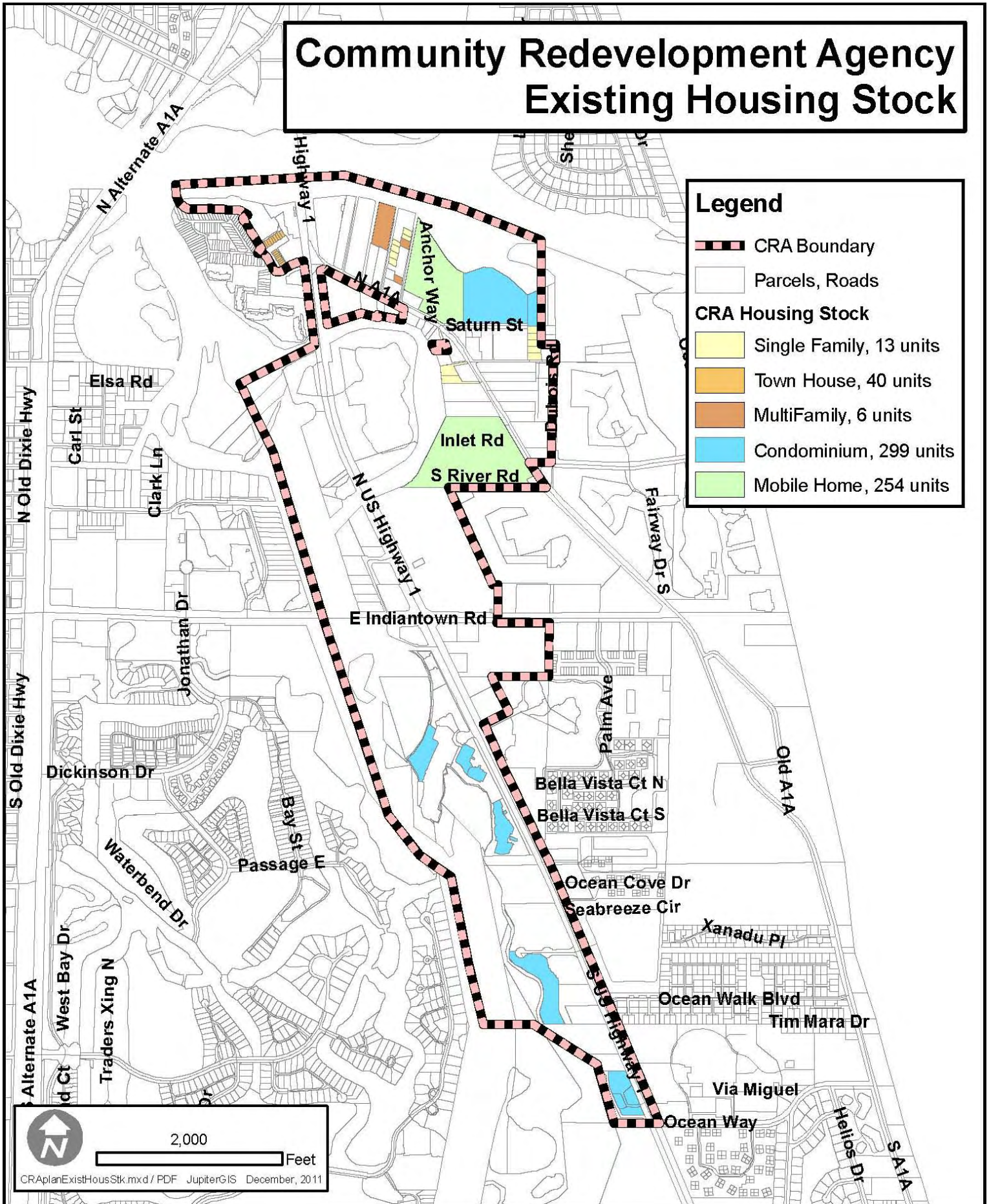
 Single Family, 13 units

 Town House, 40 units

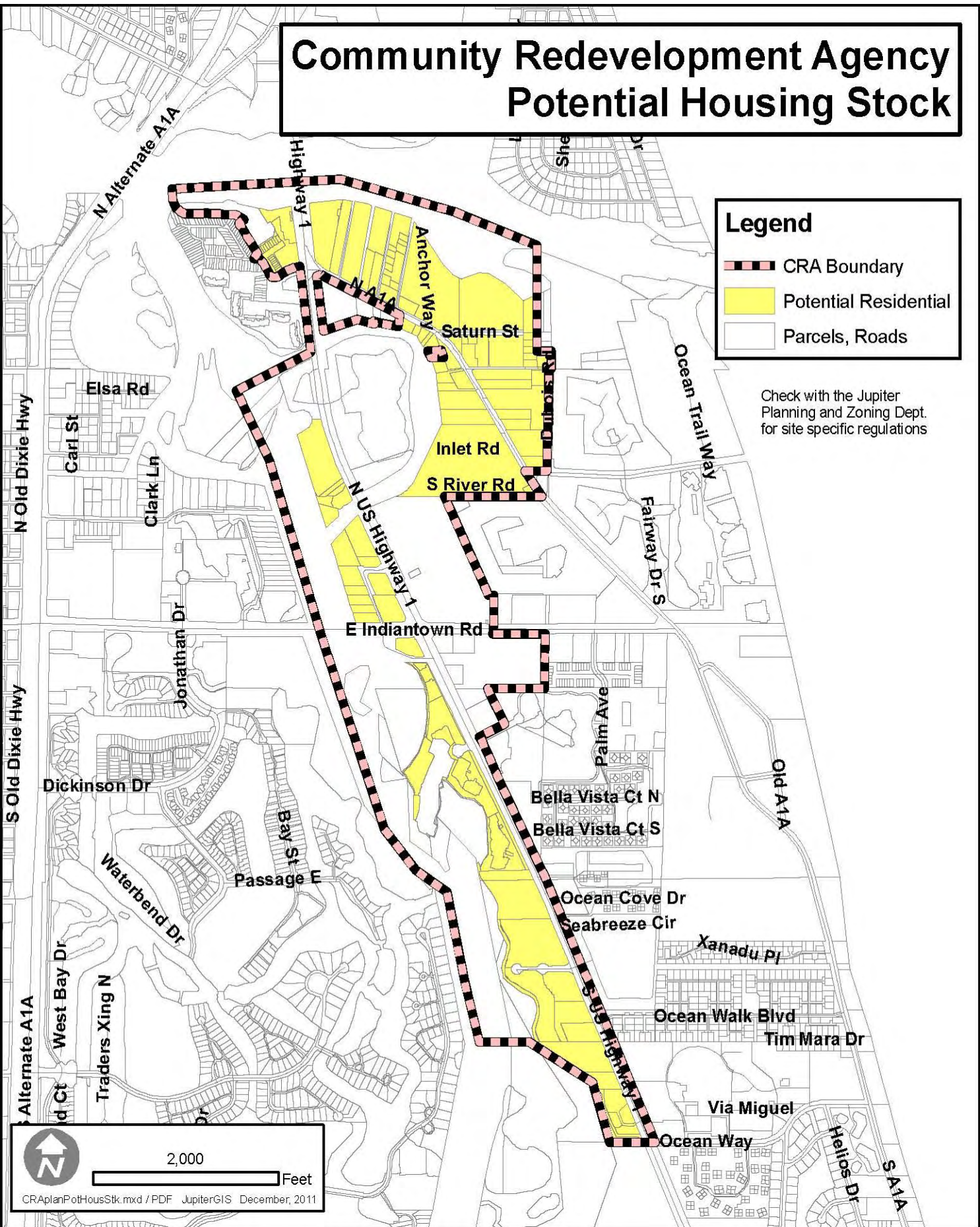
 MultiFamily, 6 units

 Condominium, 299 units

 Mobile Home, 254 units



Community Redevelopment Agency Potential Housing Stock



Goal: Increase the number of people living along the Riverwalk corridor and Inlet Village but outside of the anticipated entertainment by adding small inns, hotels, and bed and breakfast lodging areas providing for a more active, vibrant and safe Riverwalk and Inlet Village.

Objective:

Consistent with the Town of Jupiter's Comprehensive Plan encourage a variety of housing types, sizes and price points where people of varied incomes can purchase and/or lease housing.

- 4.3.1. Adopt regulations that provide opportunities for residential units throughout the Community Redevelopment Area but outside of the anticipated entertainment areas and provide incentives for a mix of unit types, sizes and price points.

4.4. Property intended for use as public parks and recreation areas

Goal: Optimize opportunities for waterfront access via the Riverwalk project, gathering spaces and recreational opportunities throughout the Community Redevelopment Area.

Objective:

Increase public access to the waterfront via the Riverwalk recreational corridor, development of public gathering spaces or squares, and parks and recreational opportunities throughout the Community Redevelopment Area.

- 4.4.1 Develop regulations insuring the development of the Riverwalk recreational corridor.
- 4.4.2 Create, via development regulations and incentives public gathering spaces, squares, amphitheaters and parks throughout the Community Redevelopment Area.
- 4.4.3 Create a connected pedestrian and bicycle system to encourage walking and biking throughout the Community Redevelopment Area and connecting to surrounding municipal and county systems beyond the Community Redevelopment Area boundaries.
- 4.4.4 Provide yearly operational funding for the continued maintenance and enhancements of the public portions of the Riverwalk, squares, Events Plaza or other public assets throughout the Community Redevelopment Area.
- 4.4.5 Provide funding and other support for events which celebrate and market the waterfront, Riverwalk and Inlet Village.

4.5 Property intended for use as streets, public utilities and public improvements of any nature.

Goal: Develop pedestrian, bicycle friendly and functional streets, underground utilities upgrade stormwater facilities and provide public parking and docks.

Objective: Through public-private partnerships optimize opportunities to improve the infrastructure and public assets within the redevelopment areas.

- 4.5.1 Use development opportunities, tax increment funds and/or other sources of funding to assist in placing all utilities underground.
- 4.5.2 Develop coordinated street construction/reconstruction opportunities with streetscaping, replacement of all aged and overhead utilities, and implementation of stormwater facilities as needed.
- 4.5.3 Identify and secure funding including tax increment finance revenues, grants, bonds and developer contributions to fund infrastructure improvements.

4.6 Economic Development Activities and Programs

Goal: To encourage and promote public/private uses and activities ensuring an active, vibrant and viable Riverwalk and Inlet Village for residents and visitors to enjoy.

Objective: Prepare an Economic Development Plan which identifies desired uses and activities for the redevelopment area, provides opportunities and or funding support for those desired uses or activities, and outlines marketing and promotional activities that will ensure an active, vibrant and viable Riverwalk and Inlet Village.

- 4.6.1 Identify businesses and activities that are consistent with the goal of an active and vibrant Riverwalk and Inlet Village.
- 4.6.2 Develop a marketing initiative which will identify the Riverwalk and Inlet Village as a destination location, and promote businesses, ecotourism and activities throughout the Community Redevelopment Area.
- 4.6.3 Provide tax increment funding to assist in the development of desired and targeted waterfront improvements including but not limited to: marinas, docks, fishing piers and platforms, water taxi facilities, etc.
- 4.6.4 Provide tax increment funding to encourage the development of desired uses, businesses and activities within the Community Redevelopment Area.

5. NEIGHBORHOOD IMPACT

The purpose of redevelopment activities is to protect, preserve, improve and enhance the built and natural environments which characterize the area. When the Community Redevelopment Area was established, the majority of the property within the Community Redevelopment Area boundary was vacant and/or under-utilized commercial properties. Proposed redevelopment activities include the construction of new residential units, mixed use developments and commercial developments as well as entertainment districts, the Riverwalk, public parking and docking facilities.

Since the majority of the properties within the Community Redevelopment Area boundary were vacant or under-utilized commercial properties, the impacts are expected to be minimal.

Existing single family residential is limited to approximately 15 homes in the Inlet Village area. Three of these homes have been converted to office, multi-family or rental units. All are located within a C-2 zoning district. While the redevelopment cannot be implemented without affecting existing housing, it is the Community Redevelopment Agency's intent to ensure those impacts has an overall beneficial effect to the property owners or return on their investment.

This Plan is not intended to remedy a shortage of housing for residents of low or moderate income as the existing stock of condominium units and mobile/manufactured housing within the district provide sufficient opportunities for these income populations within the District and other locations within the Town of Jupiter will better satisfy the housing needs of such income populations.

5.1 Relocation

The Community Redevelopment Agency does not anticipate the need to relocate businesses or residents as a result of property acquisition or implementation of projects within the Community Redevelopment Area.

Should it be determined that the Community Redevelopment Agency would need to acquire a property with a business or residential unit, the Community Redevelopment Agency shall adopt appropriate provisions for the relocation of any business or residents in conformance with all applicable State and Federal laws.

5.2 Traffic Circulation

Traffic circulation problems are primarily limited to the Inlet Village and shall be addressed via the development and adoption of the Roadway Network Plan. It is the intent of the Community Redevelopment Agency to maintain the character of the local streets (new and proposed) within the Inlet Village.

Functionally obsolete roads exist throughout the Community Redevelopment Area specifically US Highway One and A1A which create hazardous interactions between pedestrians/bicyclist and vehicles. These conditions will be identified and eliminated as roads/bridges are reconstructed or undergo repair as funding is available.

5.3 Environmental Quality

Environmental Quality shall be improved by the redevelopment efforts and projects to be undertaken by the Community Redevelopment Agency.

Development and redevelopment projects shall meet current and more stringent environmental standards of town, state and federal regulations.

5.4 Availability of Community Services and Facilities

Additional capacity for water, sewer, traffic and school impacts are subject to town, county and state impact fees insuring sufficient capacity for projects constructed within the Community Redevelopment Area.

The water and sewer facilities in the Inlet Village are approximately 40 to 50 years old and are at the end of their life span. These facilities will need to be evaluated to determine the need to replace the aged facilities.

5.5 Effect of School Population

The demographics of the residents moving into the Community Redevelopment Area are primarily “empty nesters”, second home owners and active retirees. It is not anticipated that the Community Redevelopment Area district will be home to a significant number of school aged children. Therefore, impacts to schools are not anticipated.

5.6 Physical and Social Quality of the District

Upon approval of the Community Redevelopment Area district, the negative physical characteristics of the district including limited access to the waterfront, vacant lands with spotted commercial development, vacant and condemned buildings, disjointed pedestrian/bicycle facilities, road and traffic patterns and functionally obsolete roadways and bridges, will be eliminated or significantly diminished through implementation of the plan.

The physical and social qualities within the district will improve with the implementation of the redevelopment plan. The strategies provided in the Plan will insure that the Riverwalk corridor and the Inlet Village become an active and vibrant destination location promoting social interaction among residents within the Community Redevelopment Area and the Town of Jupiter.

6. COMMUNITY POLICING

The Community Redevelopment Area encompasses approximately 397 acres of land and waterway and is comprised mainly of waterfront residential, commercial and mixed use developments, two undeveloped entertainment districts, two county parks (Jupiter Ridge Natural Area and Burt Reynolds Park) and two large marinas (Seasport Marina and Jupiter Yacht Club Marina). The Riverwalk recreational corridor is the common thread that connects most of these uses.

As the Community Redevelopment Agency is in its infancy, the initial policing efforts will be undertaken via the Town of Jupiter’s Police Department and other law enforcement agencies such as the Marine Patrol and Sheriff Office’s Park Unit.

The Town’s Marine Patrol Unit provides periodic patrol of the waterways though not routine at this time. Patrols may be expanded as the Riverwalk is completed.

As projects within the Community Redevelopment Area are developed, particularly the entertainment districts, it is anticipated that additional police services will be needed. Future services include the use of bicycle patrol, surveillance cameras, and citizens’ volunteers. The current “Volunteer in Policing” (VIP) program deployed by the Police Department can be expanded to include the Community Redevelopment Area district. These VIP’s are local residents and business owners who live, work and recreate within the district and are trained to identify and report suspicious activity to the Police Department.

6.1 Community Involvement

A Community Policing Advisory Committee may be established by the Board of the Community Redevelopment Agency. Members of a Community Policing Advisory Committee will either be residents or own businesses within the redevelopment area. The Committee will meet with the Community Policing Unit on a monthly basis to discuss concerns from within this area. Additionally, officers assigned to this program will regularly meet with other property owner groups and business associations.

7. CAPITAL IMPROVEMENT PROJECTS TO BE UNDERTAKEN WITHIN THE CRA

To implement the vision of the CRA for the public, the projects identified on Map 7.1 entitled “Capital Projects Map” described on 7.2 – 7.23 are to be implemented. It is anticipated that the primary funding sources for 7.3, 7.8, 7.12, and 7.21 will be developer contribution. The CRA Board may decide to provide CRA funds towards these projects if it is determined to be in the best interest of the CRA and the residents of the Town of Jupiter.

7.1 Capital Projects Map



- | | |
|---|--|
| 1 Ocean Way US1 Crossing | 13 Riverwalk A1A Pedestrian Crossing |
| 2 Riverwalk - Jupiter Ridge Connection at Elks Club | 14 Public Boat Docking Facility |
| 3 Major Gateway Feature | 15 Inlet Village Marina |
| 4 Riverwalk - River Plaza | 16 US1 Scenic Corridor |
| 5 Event Plaza | 17 Lighthouse Promenade |
| 6 Riverwalk - Water Taxi | 18 Public Garage |
| 7 Riverwalk - Entertainment District | 19 Inlet Village - Love Street Temporary Surface Lot |
| 8 Riverwalk - Mitigation | 20 Riverwalk and Inlet Village Sign Program |
| 9 Burt Reynold's Oxbow Bridge | 21 U.S. 1 Oxbow Bridge |
| 10 Riverwalk - Inlet Village | 22 First Union Bank Property |
| 11 A1A Conceptual Design & Roadway Enhancement | 23 Piatt Place |
| 12 Roadway Network Plan | 24 Lagoon Bridge |



7.2

RIVERWALK-OCEAN WAY U.S. ONE PEDESTRIAN BICYCLE CROSSING - (MAP LOCATION 1)



Background:

During the initial Riverwalk study prepared by Wallace, Roberts and Todd (WRT) they identified the need to provide safe access to the Riverwalk for the 10,000 residents that live east of U.S. One. The intent was twofold:

First, by providing a signalized pedestrian bicycle crossing at U.S. One and Ocean Way the residents could walk or ride their bikes to Riverwalk events or businesses and leave their cars at home, decreasing the vehicular parking required.

Second, by making this connection the Riverwalk would become part of the six mile recreational "loop" allowing residents and visitors to go from the beach to the Intracoastal, to the Jupiter Inlet and back to the beach.

Project Objective:

To construct a safe-signalized pedestrian/bicycle crossing at U.S. One and Ocean Way encouraging residents and visitors to access the Riverwalk corridor and leave their cars at home. Further, to provide safe access for residents to both recreational corridors at the beach and the Intracoastal.

Probable Cost:

\$500,000

Funding Source:

CRA Revenue

7.3

RIVERWALK-JUPITER RIDGE NATURAL AREA CONNECTION – (Map Location 2)



Background:

This approximately 1,600 linear ft. section transects three parcels known as Tierra Del Sol, Jupiter Ridge Natural Area and Waterpointe providing the missing link to the Riverwalk at Mangrove Bay. This section of Riverwalk includes signage identifying wildlife and habitat found in the Jupiter Ridge Natural Area. Visitors to this section of Riverwalk will experience one of the rarest habitat and wildlife remaining in Florida.

Project Objective:

This section of Riverwalk will bring visitors from the U. S. One corridor and beaches west and north to the section at Mangrove Bay where the Riverwalk first touches the Intracoastal shoreline and continues up to the Entertainment District and beyond to the Jupiter Inlet. The Tierra Del Sol and Water Point projects are funding this section of the Riverwalk via their Development Order.

Probable Cost:

Estimated \$2,000,000

Funding Source:

Developer Contributions via Development Order for Tierra Del Sol and Waterpointe

7.4

RIVERWALK- MAJOR GATEWAY FEATURES - _____ (Map Location 3)



Background:

As identified in the Riverwalk Master Plan prepared by PBS&J it is necessary to provide Riverwalk gateway features so that residents and visitors are able to easily identify points of access to the Riverwalk as they travel along US. Highway 1. One of the key locations has been identified as Ocean Way as it is the southernmost entrance to the Riverwalk and the primary access point for pedestrian and bicyclist using the beach corridor.

Other locations identified include: US 1 at Burt Reynolds Park, US 1 at Coastal Way/ Harbourside, US 1 at Coastal Way/Jupiter Yacht Club.

Project Objective:

The project objective is to design and construct a “gateway features” which identifies access points along US. 1 to the Riverwalk. This project is anticipated to include the gateway structure w/ Riverwalk signage, pedestrian/bicycle gathering area to accommodate those waiting to cross US. 1, lighting, landscaping and irrigation. The construction cost is to be determined upon completion of the design.

Probable Cost:

Design: \$10,000 – Conceptual design for each location.
Engineering: To be determined
Permitting: To be determined
Construction: Cost to be determined upon completion of designs

Funding Source:

CRA Revenue:
Developer Funding

7.5



Background:

This section of the Riverwalk is the missing link between the Events Plaza at Indiantown Rd., south to A1A and the beach. This 650 linear foot section is located along the waterfront behind River Plaza, a 5 acre office park. The owners have no plans to complete the final phase of the office park in the foreseeable future. The completion of this project will provide continuous access to over a mile of waterfront for the residents and visitors of the Town. Staff will be working with the owner to obtain an easement via a P.U.D. and/or site plan approval process.

Project Objective:

To construct a 650 linear foot section of Riverwalk and provide continuous access from the beach to the Intracoastal Waterway north to the Events Plaza at Indiantown Road.

Probable Cost:

This section includes approximately 500 linear feet of upland construction and approximately 110 linear feet of over water section.

Design:	\$ 86,250
Engineering:	\$ 145,000
Construction:	<u>\$ 1,488,750</u>
Total:	* \$ 1,720,000

- Upon completion of the design, the construction cost may be amended.

Funding Source:

CRA Revenues

T-21 Grant: \$ 750,000 (Approved 2008, Funded 2010/2011)

FIND Grant: \$ 500,000 (Application submittal Spring 2010)



Background:

The Events Plaza is complete and the Town has begun using the plaza for various events. With these events staff has identified several amenities which are necessary to accommodate the vendors and to have successful programming of the space. These include upgrading the electrical service to accommodate bands and certain food vendors, providing for a vehicular access point on the north side of the bridge for high clearance vehicles, bike racks, surveillance cameras, restrooms and storage building.

Project Objective:

The objective is to make permanent modifications to the plaza providing necessary amenities for vendors and visitors during events.

Electrical service: Currently, Tony Newman staff electrician must spend several hours before each event to set up temporary electrical service to accommodate bands and food vendors. For approximately \$3,400 permanent electrical upgrades could be completed eliminating the need to continually use staff time.

Vehicle access: With each event vendors with high clearance vehicles have been forced to enter on the north side of the bridge in an area that is currently landscaped and curbed and contains a water meter which is run over. To accommodate these vehicles it is necessary to drop the curb, relocate the water meter and provide paved access from Coastal Way into the events plaza. This access point is also necessary for emergency rescue vehicles. The approximate cost is \$5,000.

Security Cameras: On-going monitoring of area and reducing incidents of vandalism. The estimated cost is \$10,000.

Bike racks: This was a repeated request by visitors to the events. Once they get there they had no place to secure their bikes. Two racks holding 5 bikes each would cost a total of \$3,000 with staff installing them.

Future needs will include: Permanent restrooms, storage and event accommodations parking.

Probable Cost:

Bollards	10,000
Vehicle Access:	\$ 5,000
Security Cameras:	\$ 28,000
Bike Racks	\$ 2,000
TOTAL	\$ 45,000

Funding Source:

CRA Revenues



Background:

The Riverwalk Master Plan identified several locations for water taxis along the Riverwalk corridor including the Event Plaza. These water taxis were envisioned to not only provide “taxi” services between waterfront businesses along the corridor but also to provide residents and visitors the opportunity to enjoy the waterways and lighthouse that are the signature of the community. Locations identified for water taxi facilities include the Events Plaza, Austin’s Grille, vicinity of Lighthouse Promenade, vicinity of Inlet Village Marina.

Project Objective:

To construct ADA accessible water taxi facilities that will provide alternative modes of transportation along the Riverwalk corridor as well as to the water front businesses throughout the Town. Additionally providing opportunities for residents and visitors to experience the waterways, marine habitat and tours of the community.

Probable Cost:

As specific sites are identified probable cost will be determined. Developer incentives are provided via the bonus program for water taxi facilities. Staff will encourage these facilities be provided as part of a development approval in the appropriate locations.

Events Plaza -	Anticipated cost for this facility including design, engineering and construction is \$100,000
Austin’s Grille -	Cost to be determined
Lighthouse Promenade -	Cost to be determined
Inlet Village Marina -	Cost to be determined

Funding Source:

Event Plaza – Grant
 Austin’s Grille – Developer
 Lighthouse Promenade – Grant/CRA
 Inlet Village Marina – Grant



Background:

This section of Riverwalk crosses three privately owned properties, is approximately 1,300 linear ft. beginning on the north side of the Events Plaza and continues primarily along the shoreline north and east to the U.S. 1 Bridge. It is located within the Riverwalk Entertainment District. This area is envisioned to be the main gathering area of the Riverwalk. Improvements desired in this area include the Riverwalk, public docking facilities, amphitheater area and interactive fountain (Clematis St. style), public and event parking. Most of these facilities are expected to be funded by the property owners via a Community Development District as parcels are developed.

Due to the current market and the potential that these parcels may remain vacant for the foreseeable future it may be necessary to provide CRA dollars as incentives to stimulate the development of these parcels.

Project Objective:

To construct the Riverwalk, public docks, amphitheater and interactive fountain and public /event parking in the Entertainment District for the enjoyment of the residents and visitors to the Town.

Probable Cost:

Cost identified below are estimates. Actual cost will be identified as designs are finalized.

Riverwalk (1,300 lf.) Events Plaza North of U.S. 1

Design, Engineering & Permitting –	\$ 293,000
Construction -	<u>\$ 1,950,000</u>
Total:	\$ 2,243,000

Amphitheater 1 acre site with band shell / stage and grass seating

Planning	\$ 30,000
Design, Engineering & Permitting	150,000
Construction	<u>1,000,000</u>
TOTAL	\$1,180,000

Public Docking facilities includes seawall – 10 docks

Design, Engineering & Permitting	\$ 90,000.	\$60,000
Construction	\$ 600,000	<u>\$400,000</u>
TOTAL	\$690,000	\$460,000

Parking – (350 – 500 spaces)

Design, Engineering & Permitting	\$	183,750 to 262,500
Construction cost based on 3,500. spaces	\$	1,225,000 to 1,750,000
TOTAL	\$	<u>1,408,750 to 2,012,500</u>

Interactive fountain (Clematis Street style)

Design, Engineering & Permitting	\$	150,000
Construction		<u>\$ 1,000,000</u>
TOTAL		\$ 1,150,000

Funding Source:

Developer via a Community Development District – estimated improvements	\$25,388,000
Potential Grants	\$25,158,000

RIVERWALK – MITIGATION***(Map Location 8)***Background:

The Riverwalk Corridor spans approximately 2.5 miles of the waterfront and will have some environmental impacts particularly to the mangroves. As we impact these areas, it will be necessary to identify a site to provide and create mangrove habitat as mitigation for these impacts. The cost for mitigation will be dependent on whether the Town has a site available for mitigation or if it must purchase property to create mangrove habitat. To the greatest extent possible, mitigation will be contained within the project area, (such as the Lagoon Bridge), to reduce the need for off-site mitigation land cost, though it is anticipated that some off-site mitigation will be necessary.

Project Objective:

To dedicate funding to be used for mitigation purposes as impacts and mitigation are identified in implementing the Riverwalk Corridor.

Probable Cost:

The CRA has set aside approximately \$350,000 for mitigation costs to date. At this time, costs are estimated to be approximately \$100,000 excluding any land cost that may be purchased for mitigation.

Cost of mitigation will be identified as each project is permitted and the impacts and mitigation needs are determined.

Funding Source:

CRA Revenues

RIVERWALK – BURT REYNOLDS OXBOW BRIDGE – (Map Location 9)



Background:

This 250 foot bridge will take pedestrians and bicyclists from the park over to the Inlet Village and on to Lighthouse Promenade. The park provides opportunities for event parking for the community to access the Inlet Village.

Project Objective:

This bridge connects the southern section of the Riverwalk to the Inlet Village and also connects the Inlet Village to potential parking at Burt Reynolds Park.

Probable Cost:

Design & Engineering:		\$ 135,000
Construction cost:	$250 \times 15 = \$3,750 \times 300 =$	<u>\$ 1,125,000</u>
TOTAL		\$ 1,260,000

Funding Source:

CRA Revenues
Grants

7.11

RIVERWALK AT INLET VILLAGE-

(Map Location 10)



Background:

This section of the Riverwalk begins at Austin's Grill and continues east under the U.S. One bridge past Seasport Marina, Jetty's and Crabhouse restaurants, Dale parcel, Castaways, and ends at the boathouse at Suni Sands.

This 2,100 linear ft. section of Riverwalk is by far our most complicated section as it trisects a working waterfront and large marina. It is dependent on redevelopment of the four to five of the seven parcels and will consist of upland and over water sections.

The January 24, 2005 PBS & J report identified some of the constraints of the waterfront area including aged seawalls, existing docks, as well as some relatively minor environmental impacts which will all be factors during construction.

Project Objective:

To provide public access to approximately 2,100 linear ft. of the Jupiter Inlet servicing as a gathering area for the community while providing a draw for the restaurants and retail businesses along the corridor. This section is by far the jewel of the Riverwalk for public gatherings for its magnificent views of the waterfront and the historic Jupiter Lighthouse.

Probable Cost:

At this time, staff expects that the Riverwalk will be built in sections as parcels redevelop. The PBS&J report estimates this section to cost approximately \$11.5 million which includes seawall replacement and over water at sections of the Riverwalk. Actual costs are to be determined as each section comes on line.

Funding Source:

CRA Revenues
Developer Contribution
Grants

7.12

INLET VILLAGE - A1A CONCEPTUAL DESIGN FOR LEVEL OF SERVICE IMPROVEMENTS AND ROADWAY ENHANCEMENTS - (MAP LOCATION 11)



Background:

The Inlet Village is planned as a heavily pedestrian oriented village with many modes of transportation such as boating, water taxis, trolleys and bicycle facilities. A key element for the long term viability of the Inlet Village is how these pedestrian and transportation facilities are integrated with vehicular traffic in the village along a the two lane road known as A1A or Ocean Blvd.

This project will develop a Corridor Master Plan by initially preparing an opportunities and constraints report to include identifying ingress & egresses, location of underground and above ground utilities, site lines, and determining necessary length of service improvements. Once a thorough report has been completed and the opportunities and constraints of the roadway are identified a community workshop will be scheduled with residents, stakeholders (business owners, Palm Beach County Engineering and the utility companies that are located within the right of way) to develop a Master Plan for the corridor. The Master Plan will address level of service improvements, transportation facilities (sidewalks, pedestrian crosswalks, trolley stops, traffic control medians, bike lanes, etc.) and aesthetics of the corridor. This Master Plan will then be used to generate permitting, funding and construction schedule strategies.

Project Objective:

The objective for this project is to survey existing conditions, identify opportunities and constraints of the corridor and through resident and stakeholders workshops develop a master plan that will accommodate large volumes of pedestrian traffic, trolley, water taxi and bicycle facilities, vehicular access and aesthetics of the corridor. Upon completion of the Master Plan an implementation and funding strategy will be determined to construct the improvements planned. It is critical to the overall health of the Inlet Village to expedite this project to minimize the impacts of construction to the businesses that the Town desires to attract to the Village. Construction is anticipated to take 24 months to complete from issuing a notice to proceed to a contractor. The Master planning effort is expected to take 12 months once a consultant has been chosen.

Probable Cost:

Planning Effort: \$ 50,000

Estimated Engineering /Construction Cost: To be determined upon completion of planning effort

Funding Source:

CRA Revenues

T-21 Grants

Background:

The following roadways have been identified for construction or re-construction for the implementation of the Master Stormwater System for the Inlet Village and/or improve traffic and pedestrian circulation throughout the Village:

1. Yarborough St.
2. Love St.
3. Clemons St.
4. Celestial Way North and South
5. River Road East
6. Saturn St.

Due to the age of the infrastructure and utilities in this area, it is anticipated that all systems will need replacement. The first phase of this project will provide a conceptual plan, proposed cross sections, identify infrastructure improvements including utilities and a probable cost for these roadway improvements.

Upon completion of this initial concept plan, a detail cost and schedule can be determined.

Project Objective:

The objective for this project is to implement the Master Stormwater System, improve traffic and pedestrian circulation and identify the utilities and infrastructure improvements necessary to service the Inlet Village.

Probable Cost:

Planning Effort: \$ 31,000

Engineering Construction Cost: \$3,000,000 through 2011, though actual cost and schedule for construction will be determined upon completion of the Planning Effort.

Funding Source:

CRA Revenues

Developer Contributions

7.14

RIVERWALK – A1A PEDESTRIAN CROSSING –

(Map Location 13)



Background:

This section of the Riverwalk will bring visitors from Burt Reynolds Park bridge through the Colonial Bank site and across A1A to the proposed Lighthouse Promenade. This section consists of approximately 310 linear ft. of Riverwalk on the Colonial Bank property and approximately 80 linear ft. of roadway crossing at A1A. To implement this section it will be necessary to obtain an easement from Colonial Bank, make some minor modifications to the existing parking lot, and relocate some existing utility boxes and a light pole.

Project Objective:

This section of Riverwalk will provide access to and from the Inlet Village and Burt Reynolds Park. Ultimately, Burt Reynolds Park can be used for overflow parking for the Inlet Village as well as a future water taxi facility.

Probable Cost:

Design: \$20,000

The cost of this section is to be determined upon completion of a concept design. It will be necessary to modify the bank parking lot, potentially purchase an easement from the bank as well as determine the need for a signalized pedestrian signal at A1A.

Funding Source:

CRA Revenues
Grants

RIVERWALK – PUBLIC BOAT DOCKING –**(Map Location 14)**Background:

Public boat docking provides opportunities for residents and visitors to access the Riverwalk and the Inlet Village via the waterways. Each docking facility is essentially a parking space. Assuming a maximum 4 hour stay, each dock provides for 4 boats per day, 365 days per year or 1460 boats.

Similar to vehicular parking, peak docking times are anticipated to be primarily nights and weekends. However, if the Inlet Village is developed as a year round destination location, public docking could be expected to be used throughout the day year round.

Locations for public docking facilities include the Harbourside, Austin's Grille, the old US 1 Bridge, the waterfront area between Sea Sport Marina and Suni Sands, as well as along the Oxbow across from Burt Reynold's Park. The best opportunity for public docks is at the old US 1 Bridge where an estimated 30 slips could be installed.

Project Objective:

Provide alternative forms of transportation to access the Riverwalk and the Inlet Village and encourage the use of the waterways which are the signature features of our waterfront community. The target goal would be approximately ~~100~~ 75 day docks throughout the Riverwalk corridor and the Inlet Village.

Probable Cost:

Currently 16 public slips are existing at Jupiter Yacht Club Marina and Inlet Village Marina. To meet the goal of approximately ~~100~~ 75 slips, another ~~84~~ 54 slips would be desired. The cost estimate for these slips is ~~1.0~~ 1.1 million dollars or ~~\$12,000~~ \$20,000 per slip assuming a floating dock system. ~~15 ft. x 8 ft. average size slip.~~ Most of the docks are anticipated to be constructed by developers, although dock slips at Old U.S. One bridge could be constructed by the CRA.

Funding Source:

CRA Revenue - Town docks at Old U.S. One Bridge
Developer Contributions
Grants - Town docks and water taxi facilities

7.16

INLET VILLAGE MARINA –

(Map Location 15)



Background:

This one acre waterfront property was purchased by the Town in the summer of 2006 understanding that the CRA would ultimately purchase the property once a funding source was identified. The property is to be used in conjunction with the redevelopment of the Inlet Village. The immediate use of the property is limited to the reconstruction of the seawall and docks to provide docking facilities for access to the Inlet Village. The ultimate use of the property whether it be private or public is to be determined via stakeholder workshops in the summer/fall 2007.

Project Objective:

Purchase the property from the Town and provide boating and pedestrian access to the Inlet Village. Assuming that the docks will be open seven days a week year round from 6:00 am to midnight with a max. mooring of 4 hours, this project would permit up to 8,760 boats to access the Inlet Village. Using a conservative estimate on the peak use hours of nights and weekends, we can estimate: 6 boats M-Th; 12 boats F; 25 boats Sat; 12 boats Sun. Approximately 55 boats p/week x 52 wk./yr. = 2,860 or approximately 6,000 patrons.

Probable Cost:

Land cost: \$ 3.9 million

Reconstruction of the seawall and 6 docks along with providing pedestrian access from the docks to A1A: \$460,000.

Storm water Impact Fee: \$ 18,000

Funding Source:

It is anticipated that this project will be funded via a CRA revenue bond and a \$200,000. F.I.N.D. grant

Assuming no additional improvements are desired in the immediate future for the property and the Town is successful in acquisition of the grant the bond funding needed is \$ 4,178,000.



Background:

The Scenic Corridor is a multi-use path located in the western side of US 1 from Ocean Way north to JYC. Most of the corridor was installed with the development of Tierra Del Sol, JYC and Mangrove Bay. This project will install the missing links of the Scenic Corridor multi-use path.

Project Objective:

FDOT will install the missing sidewalk on the west side of US 1 from the Tierra Del Sol parcel north to JYC. The CRA will contribute \$50,000 towards the project to increase the path width from the standard 6 ft. to 10ft. to meet the criteria for the Scenic Corridor. By participating with FDOT, the Town/CRA saves \$150,000 and gets the path in service.

Probable Cost:

Engineering:	\$ 25,000
Construction:	\$175,000

Funding Source:

CRA Revenues
FDOT



Background:

Lighthouse Promenade is the main street of the Inlet Village. This street is approximately 830 feet from A1A to the waterfront and will be heavily pedestrian oriented. It is anticipated to include two way traffic, sidewalks, street trees/palms, flowering shrubs, specialty pavement, lighting and street furniture. In addition, the street will include a portion of Riverwalk at the shoreline as well as a pier and dock facility.

Project Objective:

This section provides the Inlet Village main street access to the Riverwalk along the Inlet and a docking facility for residents and visitors to use. This street is punctuated by the sight of the water and the magnificent lighthouse and will be a natural gathering area for the community.

Probable Cost:

Conceptual Design:	20,000
Engineering:	To be determined
Construction:	To be determined

Funding Source:

- CRA Revenues
- Developer Contribution
- Grants

Background:

In March, 2002, the Community Redevelopment Agency purchased the Love Street property with the knowledge that public parking would be a necessary component for the success of the Inlet Village. Additionally, the parking within a garage could be used as an incentive, to attract desired uses to the Inlet Village and the waterfront. Ultimately, it has been recommended that a garage be constructed which would accommodate approximately 230 spaces per level. It has yet to be determined how many levels of parking are needed.

Project Objective:

Provide public parking for the Riverwalk and other waterfront amenities as well as providing parking for surrounding properties as an incentive to attract desired uses to the Inlet Village.

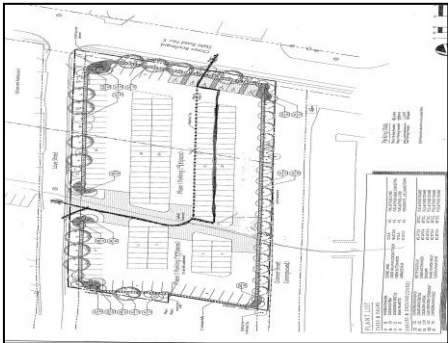
Probable Cost:

To be determined at the time that the desired amount of parking is identified.

Funding Source:

CRA Revenues
Potential Developer Contribution

INLET VILLAGE – LOVE STREET TEMPORARY SURFACE LOT – *(Map Location 19)*



Background:

In spring of 2002 the CRA purchased the property located on Love Street and A1A for parking in the Inlet Village.

As various businesses have opened including Castaways and Guanabanas, the area has become somewhat of a destination and has brought many residents and visitors to the Inlet Village to enjoy the waterfront. With the popularity of the Inlet Village, the demand for parking exceeds the existing parking. To remedy this, the CRA prepared an R.F.P. to allow local businesses to lease the property and construct a temporary surface lot.

Project Objective:

To lease the property to surrounding businesses for a temporary surface parking lot and collect revenues on a property that the CRA had no immediate plans to develop. The revenue collected is based on 170 spaces x \$20.00/space for 36 months for a total of \$122,400.

Probable Cost:

Engineering & Permitting:	\$ 25000
Construction Cost Estimate:	\$200,000

Funding Source:

\$ 225,000 = Severn Realty Lessee



Background:

The Riverwalk ultimately will span approximately 3 miles and connect with the recreational corridor along the beach. It has always been planned to implement a sign program that, along with maps, would identify various points of interest, historic and archeological sites, docking facilities, parks, entertainment district, parking, etc.

Additionally, the Inlet Village would have a similar signage program which would identify these same elements as well as public facilities including parking, public docks, access to the waterfront, and trolley stops.

Project Objective:

To implement an aesthetically pleasing sign program which provides information and way finding for visitors, showcases the assets of the community, and identifies locations of parking, docking, trolley stops, water taxi stops, etc.

Probable Cost:

Conceptual Design: \$10,000

Construction Cost: To be determined upon completion of conceptual design

Funding Source:

CRA Revenues

Background:

This connection will be two phased. Phase I is improvements to be included on the bridge structure. Phase II will be the switchbacks which will be connected to the bridge upon completion of the bridge replacements. There is a partnership between the CRA and FDOT to implement the Riverwalk and Riverwalk elements in conjunction with the replacement of the US 1 fixed bridges. The Riverwalk will be placed on the west side of the southern fixed bridge than cross under the bridge. The CRA will provide the funding for the Riverwalk component as well as the upgraded decorative rails. The CRA will be responsible for Phase II which is the construction of the handicap ramp switchback from US 1 to under the bridge as well as connect to Burt Reynolds Park.

Project Objective:

This bridge connection will provide residents and visitors safe access to Burt Reynolds Park and Harbourside by going underneath the new fixed bridge opposed to having to cross 4 lanes of traffic at Piatt Place.

Probable Cost: (Phase I & Phase II)

Permitting, Design & Engineering:	\$ 45,000	91,000
Construction cost:	\$ 854,000	<u>616,200</u>
TOTAL	\$ 899,000	707,200

Potential Funding Source:

CRA Revenues
Grants
Developer Contribution

Update: 2012

Phase I cost was amended by FDOT to be \$308,000 for construction cost

Phase II cost is anticipated to cost \$399,200 which includes permitting, design & construction cost

Background:

This 1.5 acre parcel was purchased by the Town of Jupiter from the Florida Department of Transportation in the spring of 2004. It was the desire of the Town Council to use the property to encourage the development of the Riverwalk Entertainment District north of the Indiantown Road Bridge. Then the property could potentially be sold and included in an overall master development plan for the Entertainment District.

Additionally, then the Town would be able to incorporate into the development of the First Union Bank property, public parking, restrooms, space for cultural use and storage for the Riverwalk events.

Project Objective:

Use the property as an incentive to encourage development of the Entertainment District and provide public parking, restrooms, storage, etc. for use by the Town for visitors to the Riverwalk Events Plaza.

Probable Cost:

No cost to the CRA is anticipated.

Funding Source:

Private Development/Community Development District

Background:

This 4.86 acre property was purchased by the Town in the summer of 1999 anticipating that the property could be developed with a joint public/private project. The discussions have included providing cultural uses with public parking and potentially having a residential component. The ultimate use of the property has yet to be determined by the CRA Board.

Project Objective:

Ultimate use to be determined.

Probable Cost:

To be determined once a use is identified.

Funding Source:

CRA Revenues
Town of Jupiter

The Community Redevelopment Agency may also pay the cost associated with the acquisition of public rights of way, the ownership of which shall be dedicated to the town or other public entity as appropriate. The Community Redevelopment Agency Board shall approve the specific details as to type, size, location, purpose, cost, timing and real property acquisition for public rights of way. All public improvements and facilities to be installed and constructed by the Community Redevelopment Agency shall be coordinated with any public improvements or projects undertaken in the redevelopment area by the Town or other public entity.

All public improvements and facilities installed or constructed by the Community Redevelopment Agency, Town or others shall conform to the Town of Jupiter's Comprehensive Plan.

8. REDEVELOPMENT STRATEGIES (PROJECT AND PROGRAM TYPES)

8.1 Purpose of This Section

This section is designed to identify the types of strategies, key and catalyst projects and programs that may be implemented by the Jupiter Community Redevelopment Agency (CRA). It includes projects outlined in Section 7 of this Community Redevelopment Plan (CRP), as well as new projects and program types and structures.

While key components of the CRA's future work plan are outlined, this section is not intended to be an exhaustive list of the projects and programs that the CRA may undertake. This section has been created with suggestions as to implementation though final project. Parameters shall be developed by the CRA to account for all conditions at the time of undertaking and they need not follow these strategies and projects precisely. This section is intended to provide a framework for understanding of future projects forms and to comply with all applicable sections of Section 163 Part III of the Florida Statutes. Potential CRA actions, as listed, are illustrative examples of the types of projects and/or programs the CRA may undertake. Actually CRA undertakings need only relate to explanation of the types of projects/programs or provide for the desired results as outlined within this CRP.

8.2. Organization of this Section

Four CRA sub-areas are outlined and will be discussed separately in this section in order to present desired conditions and potential CRA activity in an organized and easily understandable manner. These areas are:

- 1) **The South CRA** - The area South of Indiantown Road except for the commercial areas on the east side of US-1;
- 2) **The Central CRA** – The area North of Indiantown Road to the south side of the Jupiter River Oxbow and the commercial properties on the east Side of US-1 south of Indiantown Road;
- 3) **The Burt Reynolds Park Area** – The island of land created by the Intracoastal Waterway and the Jupiter River Oxbow;
- 4) **The Inlet Village** – The area North of Jupiter River Oxbow to the Jupiter Inlet.

While the four areas are all part of the CRA, each area is unique with its own characteristics that define it from the other areas and each has its own set of needs. Additionally, each property within a sub-area interacts more and has a greater influence on the other properties within their sub-area than they do on properties in the remainder of the CRA. This is not to say they do not have any influence on properties outside their sub-area, just that the influence is more direct and noticeable within.

The Section will end with a short description of financial inducements that the CRA should formulate to promote the development program outlined herein.

8.3 The South CRA Area

8.3.1 Public Infrastructure

There are only two public roadways within this area, US-1 and Coastal Way, both of which are fully constructed and enhanced. The CRA should work to insure that all segments of the US-1 Scenic Corridor project are completed. This may be done with or without the assistance of the Florida Department of Transportation (FDOT) and/or other entities (public or private).

The CRA should install a complete wayfinding system along US-1 and Coastal Way to direct pedestrians, bicyclists, and automobiles to key destinations within the CRA Area. A standardized sign style should be designed, fabricated and installed. These signs should direct traffic to uses such as trailheads of the Riverwalk, the Jupiter Yacht Club, the Riverwalk Events Plaza, and to other key destinations in and out of the CRA.

The CRA may also add decorative street lighting and other streetscape features to the roadway system in this sub-area to help define the CRA area as a whole.

The CRA should work to underground utilities, where present, along US-1 through this area. Undergrounding should not be a priority project, but should be considered and potentially constructed when redevelopment of an adjacent site is undertaken or when the opportunity presents itself (when other utility or roadway projects in the area would lessen the cost to do so).

Potential CRA Actions:

- a) Complete all segments of the US-1 Scenic Corridor.
- b) Design and construct a wayfinding signage system for the roadway network.
- c) Install decorative lighting along US-1 and Coastal Way.
- d) Underground utilities along US-1.

8.3.2 Development

The CRA should encourage development on the vacant parcels within this sub-area. The area has a pattern of mixed-use development, as desired by the Town and CRA which should be continued and potentially incentivized.

If the CRA desires a hotel in this area, it may wish to consider the creation of a development incentive program to attract a hotel. Any reimbursement of costs associated with the construction or location to a suitable site in this area would lower the cost to the developer or operator and would encourage the development as desired. This incentive could be, but may not be limited to, the form of reimbursement for impact fees, connection charges to water/sewer systems, permit fees, planning approvals, or other such governmental charges.

New public boat slips/docks would also add additional users and value to the area. The significant mangrove areas will make the siting of new slips/docks difficult, but the CRA could encourage or undertake the construction of these facilities where appropriate and insure their design integrates them with existing and new development, as well as the Riverwalk, to the greatest extent possible.

Potential CRA Actions:

- a) Develop an incentive grant program to grant reimbursement of costs to developers seeking to build desired project types, such as a hotel.
- b) Construct or cause to be constructed new public boat slips/docks.
- c) Develop list of appropriate second floor uses for retail-style buildings that will continue to encourage pedestrian traffic but not rely on walk-by traffic to the extent retail establishments might. The CRA should encourage the use of this list or uses from this list at the time of project approval.

8.3.3 The Riverwalk

The completion of the Riverwalk in this area would allow clear movement from the Events Plaza to the Ocean and would significantly increase the viability and the use of the Riverwalk area. The CRA should pursue easements from private property owners to construct east-west access ways to the Riverwalk from US-1.

The Riverwalk Events Plaza should continue to evolve to include appropriate public facilities like public restrooms and sufficient parking for all anticipated events. Other facilities such as fixed concession stands or additional utilities for vendors should be installed when determined to be necessary or advantageous to the area's operation.

Potential CRA Actions:

- a) Construct the missing Riverwalk Jupiter Ridge connection at Elks Club.
- b) Construct the missing Riverwalk segment at River Plaza.
- c) Install entrance feature to the Riverwalk at west side of US-1 crossing at Ocean Way.
- d) Establish, through construction or agreement, parking at trailhead at US-1.
- e) Construct Riverwalk trailhead near west side of US-1 crossing at Ocean Way.
- f) Construct a visible and safe, Riverwalk pedestrian crossing across US-1 to Ocean Way.
- g) Continue to add necessary and desired public facilities (including restrooms and parking) at the Riverwalk Events Plaza.
- h) Design and install a wayfinding signage system for the Riverwalk.
- i) Obtain easements from private property owners and construct access paths from the US-1 walkway to the Riverwalk.
- j) Develop an incentive program to grant reimbursement of costs to developers seeking to build a hotel.

8.4 The Central CRA Area

8.4.1 Public Infrastructure

The CRA should facilitate the installation of a complete way-finding system along US-1, Indiantown Road and Coastal Way to direct pedestrians, bicyclists, and automobiles to key destinations within the Central CRA Area and the rest of the CRA. A standardized sign style should be designed, fabricated and installed. These signs should direct traffic to key uses and destinations in and out of the CRA. The CRA may also add decorative street lighting and other streetscape features to the roadway system in this sub-area to help define the CRA area as a whole.

Overhead utilities on the east side of US-1, as well as those on Coastal Way should be undergrounded where possible, to enhance aesthetics and provide safety in the event of severe weather events. Undergrounding should be required for new projects and undergrounding or relocation of utilities may be undertaken by the CRA (with or without others) in the event that the opportunity to do so occurs in conjunction with another utility or roadway project.

Potential CRA Actions:

- a) Design and construct a wayfinding signage system for the roadway network.
- b) Install decorative lighting and streetscaping elements along US-1 and Coastal Way.
- c) Underground utilities along US-1.
- d) Underground utilities along Coastal Way.

8.4.2 Development

The Eastside Centers

The CRA needs to monitor existing centers and other commercial properties in the area through the economic downturn and into the future to insure that these properties do not experience excessive vacancies, particularly their anchor spaces. Should anchor spaces or key properties begin to see vacancies, the CRA could fashion incentive programs for potential new tenants. These programs could reimburse or cover the cost of permitting for the new business, additional impact fees or water/sewer connection charges that may arise due to a change in the occupancy. Such programs are utilized by other CRA across the state, but it is not advisable to provide such incentive unless absolutely necessary. As the business entity rarely owns the property, there is no way to protect granted funds through a lien or other legal instrument unless the property owner agrees. Therefore, the granting of funds to a business is a very risky investment.

Harbourside

The proposed Harbourside Project (commercial entertainment area) would utilize almost all of the vacant land on the west side of US-1 through this sub-area except for a small parcel adjacent to the bridge along the Intracoastal Waterway. The project has great promise and the CRA has already agreed to participate in the project through an increment rebate to the property of an amount equal to 50% of the revenue generated from the property (up to \$350,000 annually for 10 years).

Should the project not be developed, the CRA should consider a similar increment rebate or other development inducement for a successor project that is similar in nature. The loss of this project will set the CRA's efforts back so it will be critical to replace it with another beneficial project as soon as possible. The CRA should work with the property owners, as well as network within the area to attract a new developer to

undertake a similar catalytic, mixed-use development that would take Harbourside's place.

Whether the Harbourside project continues forward or another project is ultimately constructed at this location (the area to the northwest of Indiantown Road and U.S. 1), the CRA may need to consider incentives beyond construction needs. The CRA could develop new business or other such tenant-based incentives should there be a need to implement such programs to assist in promoting a vibrant, healthy and fully tenanted property at some point in the future.

Potential CRA Actions:

- a) The CRA should continue its commitment to the Harbourside Project of an increment rebate.
- b) Should the Harbourside Project not come to fruition, the CRA should work with the Harbourside property owners to network and find another developer to construct a mixed-use project at the site.
- c) The CRA should consider similar incentive rebates to a similar successor project should the proposed Harbourside Project not be developed.
- d) The CRA should consider and potentially implement other incentives to assist in the attraction of new business to this sub-area.
- e) If significant square footage in the existing commercial centers in this area becomes vacant, the CRA should consider a business attraction incentive to assist property owners attract new anchor or key tenants to the centers or to individual parcels.
- f) CRA Board recognized the difficulty of integrating residential units into a commercial entertainment area and would request that the Planning & Zoning Commission consider the value of limiting or eliminating residential units in the Harbourside entertainment area.

8.4.3 The Riverwalk

The Town/CRA has secured \$1.6 million in grant funding to construct the Riverwalk through the Harbourside Area. The developers of Harbourside have pledged to provide the required match for the funding and to construct the Riverwalk as part of their development plans. The concern for this segment is that the Harbourside project will not proceed within a timeframe that would have the Riverwalk segment complete prior to the expiration of the grants. The potential loss of \$1.6 million in funding for this key section of the Riverwalk would significantly impair the ability to construct this segment in the future. Should it appear that the grant will be in jeopardy, it is critical for the CRA to advance the matching funding for this portion of the Riverwalk and to construct this segment. If the CRA needs to advance the funds and construct the project, the CRA should negotiate with the Harbourside developers to place a lien against the property, create a special assessment district or determine some other constructive way to recoup the advanced funding in the future from the developer, future developer or land owner(s).

Once constructed, this portion of the Riverwalk should also include appropriate wayfinding signage to indicate the location of other amenities along the Riverwalk and key destinations such as public restrooms, parking, the Events Plaza or the Jupiter Yacht Club.

Potential CRA Actions:

- a) Insure construction of the Riverwalk through this sub-area and across to the Burt Reynolds Park Area.
- b) Advance the match for existing Riverwalk grants and construct the Harbourside segment, if necessary.
- c) Insure sufficient overflow parking for the Events Plaza at Harbourside.
- d) Design and install a wayfinding signage system for the Riverwalk.

8.5. The Burt Reynolds Park Area

8.5.1 Public Infrastructure

There are no pedestrian facilities on the US-1 bridges across either side of the Oxbow (from the north end and from the south end). FDOT does have replacement bridges planned and the Town/CRA has committed to work with the Department to provide pedestrian facilities across the south bridge. The CRA should work with FDOT to provide similar pedestrian facilities across the north bridge.

The Town's Stormwater Utilities Map does not indicate any stormwater utilities in the entire Burt Reynolds Park area. The need for such facilities would come from new development and thus the CRA could get involved in providing such facilities if it or others were to develop land in the area. The CRA should also work by itself or with others to construct/relocate any other utilities (Cable, telephone, electric) underground to improve the aesthetics of the area.

Potential CRA Actions:

- a) Continue to work with FDOT to install pedestrian facilities on the south US-1 Bridge when replaced.
- b) Work with FDOT to install sidewalks on both side of US-1 through the area.
- c) Work with FDOT to install pedestrian facilities on the north US-1 Bridge when replaced.
- d) Insure that all utilities placed on the island in the future are placed underground.

8.5.2 Development

This area, which is an island, is not particularly conducive for commercial or residential development due to its isolation and environmental constraints. While the Town/CRA cannot control whether the privately-owned properties are developed for commercial or residential use when entitlements exist on the property, the CRA should not necessarily encourage such intense development. The island is better suited to be an attractor of additional visitors and potential customers of businesses in the CRA, particularly the Inlet Village area, by encouraging more boating access for the area and supportive marine-related uses as well as other destination-style tourist and recreational uses.

Palm Beach County has a conceptual design for a new marina at Burt Reynolds Park. This project is currently on hold due to budget constraints. The CRA should work with the County to find the best way to construct this marina while mitigating its impacts on the Jupiter River Park mobile home community across the river.

The CRA should investigate if there are other opportunities within this area to construct additional public boating and/or marine-related facilities. There is a lagoon off the Intracoastal Waterway to the immediate northwest of the Town-owned Piatt Place property. This lagoon should be investigated for the potential of boat docking facilities. The Piatt Place property could then be an excellent location for the Town, CRA or other entity to provide upland-facilities such as showers, restrooms parking, or storage. There may also be other opportunities on the privately owned land to the south of Piatt Place to provide public facilities and additional boating slips.

Should additional boat slips not be allowable or if they would be too costly to construct under current environmental laws, the CRA could encourage and participate in creating other public uses for the area such as an appropriate cultural facility or expansion of the Park.

Potential CRA Actions:

- a) Work with Palm Beach County to provide additional boat slips at Burt Reynolds Park and mitigate impacts on the Jupiter River Park mobile home community.
- b) Investigate the potential for the addition of a public boat docks in the lagoon area near the Piatt Place property as well as elsewhere around the island.
- c) If public boat docks are possible on the west side of the island, work with the Town to develop upland public facilities at the Piatt Place property (i.e. restrooms, showers, parking).
- d) If public boat docks are not possible seek to utilize the Town land to provide a cultural facility or other such use that would essentially expand recreational opportunities in conjunction with the Park.
- e) Work with the private property owners to seek alternative developments other than retail, office or residential on the properties.

8.5.3 The Riverwalk

There are currently no facilities of the Riverwalk installed in this area. There is an agreement with FDOT to include a pedestrian facility across the South US-1 Bridge over the Jupiter River Oxbow when FDOT upgrades the bridge within the next two (2) years. The CRA has committed to making additional improvements to the bridge and constructing a second phase of the project which will bring the Riverwalk under the bridge and connect to Burt Reynolds Park.

The CRA has also allocated funds to begin design of a Riverwalk pedestrian bridge across the river from Burt Reynolds Park to the Inlet Village. The CRA should pursue designs for a Riverwalk pedestrian bridge across the river to the Inlet Village and for an easement along private property on the Inlet Village side. The CRA should pursue grant funding to the greatest extent possible for the design and construction of this facility.

Once there is access to the island, the CRA should work with the County to integrate the Riverwalk through Burt Reynolds Park and to establish the Park as a major trailhead of the Riverwalk.

Wayfinding signage should be installed at key locations along the Riverwalk and the roadway to direct users to specific locations both inside and outside the Area.

Potential CRA Actions:

- a) Continue to work with FDOT to construct the south Jupiter River Oxbow crossing in conjunction with the south US-1 Bridge reconstruction.
- b) Construct the Riverwalk connection under the South US-1 Bridge to Burt Reynolds Park.
- c) Work with FDOT to include pedestrian facilities across the North US-1 Bridge to the Inlet Village Area.
- d) Seek designs for the Riverwalk pedestrian bridge across the north portion of the Jupiter River Oxbow
- e) Seek grant funding for the construction of the Riverwalk pedestrian bridge across the north portion of the Jupiter River Oxbow.
- f) Construct the Riverwalk pedestrian bridge across the north portion of the Jupiter River Oxbow.
- g) Pursue easements on the private properties on Inlet Village side of the Riverwalk pedestrian bridge.
- h) Work with Palm Beach County to integrate the Riverwalk into Burt Reynolds Park.

8.6. Inlet Village Area

8.6.1 Unifying Theme

The Inlet Village area is the one of the oldest areas of what is now Palm Beach County. It has a long history starting with the Jobes tribe of Jeaga Indians, through the period of Spanish shipwrecks of the 1600's and 1700's, leading to European settlement. The area's later history as a transportation hub at the confluence of the Loxahatchee River, Jupiter Inlet and the Intracoastal Waterway was bolstered by the construction of the short-lived Celestial Railroad in the late 1800's. Remnants of this history are still scattered about the Jupiter area with the most visible being the Jupiter Inlet Lighthouse, across the Inlet from the Inlet Village area.

The CRA should actively pursue tourism related businesses that would be based in the Inlet Village area. Charter fishing boats, dive boats and area boat tours should be encouraged to run from a base of operations in the Inlet Village. Outdoor adventure operations can also be based from the Village as well. Kayaking tours of the area can be launched from locations at or near the area. Additionally, the CRA should promote historical and environmental education and tours through promotion of the Inlet Village as a base of operations for tours of the Jupiter Inlet Lighthouse and the entire Jupiter Inlet Lighthouse Outstanding Natural Area (JILONA), the Dubois Park property, the Loxahatchee River District's River Center at Burt Reynolds Park and guided environmental tours of the Loxahatchee or undeveloped natural areas along the Intracoastal Waterway. Partnerships with other eco-tourism related destinations in the area but not within the CRA should also be explored. Marketing partnerships with facilities such as Jonathan Dickson State Park and the Loggerhead Marine Life Center in Juno Beach could be formulated to entice the significant number of visitors to these facilities the Inlet Village area during their excursions.

The CRA should pursue any and all opportunities to work with the organizations, businesses and/or governments that operate any of these facilities and seek to be involved in any future planning efforts by these groups. The CRA could position itself

well if specific efforts or responsibilities were to be included in plans for JILONA or for any other local facility.

The CRA should actively seek to create a central site for information related to tours and adventures (as well as information about the entire Inlet Village area) and should be prepared to provide appropriate assistance to desired uses and businesses to the area.

In order to facilitate these opportunities, the CRA should create a marketing plan that illustrates the unified theme for the Inlet Village, as well as the existing activities in conjunction with the existing outdoor-related businesses and government agencies in the Inlet Village such as: the Loxahatchee River Historical Society, the Loxahatchee River District, Palm Beach County Parks Department, U.S. Coast Guard (as they have jurisdiction over the lighthouse), the U.S. Dept of the Interior. The undertaking of such a plan will create a sense of cooperation among all of these entities and will help to solidify the direction of the theme and how the theme will be presented to the public.

A marketing plan should devise methods to promote the theme to the public through published materials with a defining slogan or catchphrase as well as how the group and CRA can attract additional theme-related businesses and activities to strengthen the theme.

Potential CRA Actions:

- a) The CRA should develop the Inlet Village on a theme such as Adventure and History.
- b) Work with related non-profit organizations, government agencies and related businesses, to assist in developing an Adventure and History-themed marketing plan.
- c) The CRA should develop a central location for information related to the theme and the Inlet Village as a whole.
- d) Additional theme-related businesses should be attracted to the Inlet Village area
- e) The CRA should take an active role in strategic planning and other planning and marketing efforts for tourist attractions in the region such as JILONA, Jonathan Dickson State Park and the Loxahatchee River.
- f) The CRA Board recognized the difficulty of integrating residential units in a commercial entertainment area such as the area between US One and Clemons Street and would request that the Planning & Zoning Commission consider amending the Comprehensive Plan to limit or eliminate residential uses in this area.

8.6.2 Infrastructure

If redevelopment plans are to come to fruition, there will be a significant need to expand and/or redesign some of the area infrastructure that will require upgrades/expansion of the roadway network, parking, storm water, and other utilities, as well as aesthetic enhancements to visible (above-ground) infrastructure. It is critical for the CRA to insure these upgrades and expansions are constructed in advance of the redevelopment in order to prevent the lack of infrastructure from slowing desired development.

Infrastructure Master Plan

In order to understand all of the needs of the area, it is critical that the CRA undertake a comprehensive infrastructure master plan to account for all existing infrastructure and plan for future infrastructure needs in the Inlet Village Area. This master plan should consider all infrastructure needs and design the infrastructure to reduce conflicts, minimize the need for additional easements and right-of-way purchases and begin planning for the most efficient program of construction. The plan should also be prepared with a design and construction plan that would eliminate or reduce issues that would impede redevelopment while simultaneously increasing the safety of visitors to the area.

Stormwater

The Town has already identified, through the 2007 Stormwater Master Plan, the need for additional stormwater improvements to serve redevelopment in the Inlet Village Area. It is anticipated that stormwater will rely heavily on exfiltration trenches. It is also possible that more detailed plans can utilize other creative retention methods such as underground storage below grade of a future public parking lot or garage. The CRA should work with the Town to implement currently planned improvements as well as identify and construct additional creative methods to create stormwater retention and storage areas that can be used as shared facilities with private development or among private developers. This would allow the private development to maximize the use of their land without having to create large surface retention areas or underground storage vaults/systems.

The stormwater filtration and retention facilities at the ends of Love and Clemons Streets should be relocated or redesigned to allow for public access in these areas. The street ends provide for significant vistas across the Inlet and cannot currently be traversed due to the nature of the stormwater facilities.

Overall, the infrastructure master plan for the Inlet Village should include stormwater facilities for any planned roadway surfaces, other impervious public space, and should also be designed to maximize excess capacity that can be utilized by private developments. If constructed with additional capacity, the CRA should develop an inducement program that would offer excess capacity as an incentive to get the type of development or users contemplated by the Community Redevelopment Plan.

Roadways and Sidewalks

The CRA should undertake efforts with the Town and County to expand the roadway and sidewalk network through the Northern Inlet Village area to connect existing and future roadways. The Town's Comprehensive Plan contemplates two east-west crossings to make a grid of the roadway system in this area that is now just the north-south roads of Yarborough, Love and Clemons Streets. The CRA should seek to include on-street parking in the area as well as several well-defined pedestrian crossings. This would decrease pedestrian/motor vehicle conflicts, increasing safety along the roadway, as well as increasing parking capacity.

A connection to Dubois Road can be made through the end of Parkway Street which would make for a direct connection to between the Inlet Village and Dubois Park. There is an existing right-of-way at this point however, it needs to be expanded. The creation of this connection will help to identify Dubois Park with the Inlet Village as well as making it easier to get to.

There are opportunities along A1A and other locations for on-street parking, which would provide needed parking in the area. Additionally, on-street parking along A1A would have a calming effect on motorists (causing them to slow down) and create a buffer between moving vehicles and pedestrians.

Efforts of the CRA must be focused on creating a pedestrian friendly environment throughout the area. This can only be accomplished if there is a complete network of sidewalks on both sides of the public streets throughout the area. Many of the streets do not have sidewalks on both sides, often because the right-of-way is not large enough to accommodate them. The Master Plan must identify where there are insufficient rights-of-way and where sidewalks should be upgraded.

The infrastructure master planning efforts should look at all of the roadways and investigate the need for additional connections, sidewalks, and street widening as well as bring all of the aforementioned issues together in a single plan that considers the impacts of additional roadways and sidewalks on stormwater and other infrastructure systems.

Other Utilities

Other utilities in the area (telephone, cable, electric) are located overhead in some locations in the Inlet Village. In the Yarborough, Love, Clemons Street Area some of these utilities can be found running through the middle of the block (rear yards). While this is less visible, when redevelopment happens and the entire block is taken up by development, the CRA should work to underground utilities in their current location or relocate them. Although not anticipated to be an issue, the Infrastructure Master Plan must also ensure there is future capacity within the existing water and sewer systems.

Streetscape

The Infrastructure Master Plan must include a streetscaping design. The Inlet Village is devoid of public space landscaping (both softscape such as plants and hardscape such as decorative lighting). The streetscape design should be part of the Infrastructure Master Plan, as locations for public facilities and plants have a potential to conflict with underground utilities. Conversely, efforts should be made when planning the underground utilities to insure sufficient locations for landscaping. Wayfinding signage and decorative street lights should also be included in the Master Plan to insure designs and locations do not conflict with other components of the Plan.

Potential CRA Actions:

- a) Create an Infrastructure Master Plan to address the needs of all infrastructure of the Inlet Village and insure that conflicts between systems are avoided.
- b) Design and construct stormwater facilities with sufficient capacity for public facilities as well as future private redevelopment.
- c) Utilize additional capacity in the new stormwater system as a development inducement.
- d) Redesign/relocate stormwater retention/filtration systems at the terminal ends of Love and Clemons Streets to provide visitors access to views of the Jupiter Inlet and the Lighthouse.
- e) Ensure the roadways portion of the Infrastructure Master Plan contains provisions for the design and construction of the Comprehensive Plan required east-west connector roadways between Yarborough and Clemons Streets.

- f) Design and install pedestrian crossings across A1A.
- g) Construct an extension of Parkway Street to connect with Dubois Road.
- h) Identify and acquire locations where additional right-of-way is needed.
- i) If the Infrastructure Master Plan will take more than a year to develop, the CRA should install street trees in the Northern Inlet Village Area.
- j) The CRA should design, construct and install wayfinding signs for the Inlet Village Area to direct visitors to key destinations in the area such as public parking and restaurants, as well as key locations elsewhere such as the beach or Burt Reynolds Park.
- k) Work to install or construct upgrades to rights-of-ways to provide for roadway improvements, on-street parking, stormwater drainage, streetscaping, and undergrounding or capacity expansions for utilities.

8.6.3 Off-Street Public Parking

The CRA is currently operating a surface lot at A1A and Love Street. This lot is not a permanent solution as it takes up too much valuable land in the area where the Lighthouse Promenade is suggested. The CRA, residents, property owners, and business owners have long talked about the potential of a parking garage to alleviate parking shortages and to free up some of the existing private parking lots for future development. The most viable site for a garage is the Seasport Marina site. It is in the CRA and it is located adjacent to the area of greatest activity and greatest anticipated activity in the Inlet Village Area. The site's location, directly adjacent to the bridge, would render it unimposing when viewed from US-1 and would keep it from overshadowing building in the center of the area. While this site is ideal, it is not the only viable option and any location within or near the Inlet Village Area should be considered as a site for the CRA to construct parking facilities.

If additional development occurs in the Southern Inlet Village Area, a need for additional public parking may develop in this area. Several of the vacant lots in the Southern Inlet Village Area would be appropriate locations for a small public lot with one of the most promising sites being the retention area located at the northwest corner of Parkway Street and A1A. Should sub-grade water storage vaults be able to be installed at this site, a surface parking lot could be constructed over it. The CRA should keep this option open should it be needed in the future.

Potential CRA Actions:

- a) Acquire an appropriate location for a public parking garage
- b) Design and construct a parking garage for maximum integration into the Inlet Village Area.
- c) Monitor needs for parking in the Southern Inlet Village Area as development occurs.
- d) Acquire land for and construct a surface parking lot in the Southern Inlet Village Area if necessary.
- e) Adopt a Parking Management Plan identifying long term public/private parking strategies and funding sources for the Inlet Village.

8.6.4 Development

Lighthouse Promenade

A mixed-use project called the Lighthouse Promenade has long been considered for this site (see Appendix A). It contemplates a main street with a clear view of the Lighthouse and contains pedestrian scale buildings with a mix of shops, offices and perhaps some residential. This is envisioned by all as the signature project for the Inlet Village Area and a major draw of visitors to the area. It will be difficult for the larger-scale project to be developed in individual pieces under individual ownership. The project is intended to be located on a site consisting of four properties: the CRA-owned Love Street parking lot (PCNs 30434031040070020 and 30434031040070010, the proposed Bubba Gump restaurant site (PCN 30434031040000060), and a partially used parcel to the north of the CRA-owned parking lots (PCN 30434031040070040), as well as existing rights-of-way down the middle of the block that would create the pedestrian promenade to the water.

For the construction of this project to take place it is recommended that a single developer be found to build it. To this end, the CRA should make every effort to assemble these properties and find a developer willing and able to undertake the project. This assembly can be in the form of land acquisition by the CRA, acquisition of transferrable purchase options or a CRA-managed, self-assembly of the land by the CRA and the other two owners. This would greatly facilitate the development of the property as envisioned.

Whether the land assembly options are undertaken or not, the CRA should have a conceptual design prepared that follows its vision for the site. A design, indicating the potential amount of square footage, site needs for drainage, parking, or other requirements would assist the CRA in conveying its vision to the public and to potential developers. Additionally, it would be easier for potential developers to understand the scope of the project with this information.

The CRA may need to provide other inducements to encourage development of this project. There is potential for the CRA to write down the cost of its own land at this site, add any impact fee-offsets/credits it may obtain from infrastructure work done in the area, and offering excess capacity in any stormwater retention system(s) the CRA constructs could also be inducements to insure this project's viability.

Suni Sands Mobile Home Park

The CRA needs to be prepared should the owners of Suni Sands choose to sell their property as it is possible that such a sale might occur at some point. Any new owner would be interested in converting the property to permanent structures. Should this be the case, it would be appropriate for the CRA to support a Future Land Use change and a zoning change to encourage more mixed use development of the property. If the Lighthouse Promenade comes to fruition, this property would be an excellent location for additional restaurants and retail shops mixed with some residential properties or a hotel. The CRA should be prepared to utilize its package of development inducements to encourage appropriate development on the site.

The Boathouse, which is located in the Suni Sands area, has some local historic significance and the CRA should seek to capitalize on this history. The CRA should promote its preservation (though not participate in the preservation) and seek future access if it can be appropriately incorporated into the CRA's future planning for tourism activities.

East of A1A - Saturn Street to Jupiter Beach Road

There are several vacant parcels in this area that would be appropriate for development: the three (3) acre site at A1A and Parkway Street and the 2.4 acres site between A1A and Dubois Road just north of Jupiter Beach Road. Overall, these sites are somewhat constrained by the surrounding land uses. Both sites would benefit by new uses along the waterfront on the other west side of A1A. Some potential uses, given current conditions, are presented below.

The three (3) acre site is a narrow but deep lot. The A1A frontage could be an appropriate location for a bed and breakfast or a restaurant location. Should it become a restaurant, it should be limited to meal hours and not have the potential to be transformed into a nightclub due to its proximity to residential and the lack of nighttime activity on surrounding properties. A restaurant would cater more to beach goers and employees in the surrounding offices. These uses would be more appropriate if development happens across A1A along the Jupiter River Oxbow first. Absent of these uses, this site is limited in the potential use because it is surrounded by professional office. One other potential use would be to construct a CRA-supported artist colony that would include live-work studios. This would provide additional residential to the area while adding a creative industry that has the potential to draw visitors. The type of artists recruited for such a facility would be up and coming and thus the CRA would need to subsidize the project through any of the potential development inducements.

The 2.4 acres site is better suited for development, as its width and depth are more proportionate and the site is located further away from the heart of the professional office sites. This site might be suitable as a hotel location. While it is located away from the action of the Inlet Village, it is well positioned between the restaurants and the beach. A small boutique hotel catering to a more resort like atmosphere might work on this site. It is unlikely however, that this site would be high on a list of potential sites in the current economy. Hotels are currently seeking more centrally located sites or sites like this one that are more mature and the activities of the area have already been developed and are up and operating. A complex catering more to beachgoers and the surrounding office users would also be suitable for this location. Appropriate uses for such a complex might include a restaurant/café with limited hours, a graphics/print shop, a beach sundries shop, a sandwich shop, or other take-out style food.

Waterfront properties along A1A

It is important that these parcels be developed to utilize the waterfront locations to their highest potential. The most appropriate use for these properties would be lodging accommodations. The area should not contain large hotels, however small boutique inns or larger bed and breakfast facilities would be ideal for any of the waterfront properties. These properties might also be appropriate for more active river uses such as a retail outfitter with a canoeing/kayak launch and river tours. These sites would also be appropriate for mixed use buildings which have more residential uses than the retail or office uses. The waterfront area would also be appropriate for a café or coffee shops along with some smaller retail facilities.

CRA Marina Property

The CRA Marina property presents some interesting issues as it should be a focal point of activity and the central gathering place in the Inlet Village Area. It needs to be the place where events are held that attract new visitors particularly families. The greatest problem with the site is that it is small for what should be happening on the site.

The site is ideally situated to house a museum/information center where the public could obtain information on eco-tours, fishing and diving opportunities, and lodging.

facilities in the Inlet Village. The site should also serve as a unifying museum with exhibits on the history of the Inlet and the lighthouse as well as on the Loxahatchee River eco-system (as a promotion for the Lighthouse Museum and the River Center). The exterior of the building might include a small parking lot and open space that could host an art fair, green market or other small festival or event. This "CRA Park" should host regular, family-friendly events and private functions (outside of high traffic periods).

The CRA should make efforts to acquire some additional land to the southeast of the CRA Marina site. This would allow for the multitude of uses suggested, as well as allow for another need in the area, expansion of the restaurant to the west of the Marina site. The CRA should try to make an effort to convey part of their land to the existing restaurant property to the west to serve as insurance that the property remains marketable should the existing business fail. The allowance of a small portion of land would enable the facility to construct a kitchen facility and insure continuous operation of the site as a restaurant. Without the ability to expand, should the current business fails, the site would sit vacant for a period of time and redevelopment would require demolition of the entire facility if the current .

Water-Based Uses

The CRA should make every effort to find locations around the Inlet Village to construct additional public boat slips to promote boating in the area and determine an appropriate package of inducements to attract tourism-related marine uses. The most appropriate uses would include charter fishing operators, dive boats, water taxi or other water-based shuttle, and tour boats. These users would need minimal land-based space but could be a significant draw for visitors who would use the water-based services and potentially stay to spend money at the local retail or restaurant establishments. These types of users are also prolific marketers to their target audiences. Their marketing materials would also be indirect promotions for the Inlet Village and its potential theme of adventure and history.

Specific efforts should be undertaken to locate an appropriate dock for a water shuttle to the JILONA. This should be undertaken in order to position the Inlet Village as the place to obtain entry to the facilities of the JILONA. Several of the projects outlined in this section could be designed to include such a facility. These include the Lighthouse Promenade, the properties at the end of Love or Clemmons Streets, or at some point in the future, the Boathouse (access to which is currently restricted due to its location adjacent to the Suni Sands Mobile Home Park).

Diversity of Market

The CRA must continue to review the marketplace and the mix of business types and the way the businesses are operating to insure the market is providing a balanced mixed of uses in a manner desired by the residents, property owners, Town and the CRA. Specifically, the CRA should work to insure appropriate safeguards are in place to prevent entertainment-type uses (particularly drinking establishments) from becoming the predominate use in the area. An overabundance of these uses would promote high activity on limited nights of the week to the detriment of other properties. Diversity will assist the CRA in establishing the Inlet Village as a family-friendly location that promotes activity throughout the entire day all week and not just at night on limited days.

While entertainment establishments (including drinking establishments) provide to a full-mix of uses and can be beneficial to the overall attraction of the area, the CRA should seek methods to insure these uses do not become detrimental to the overall mix of uses in the area and that they continue to add to the desired atmosphere. The CRA should encourage all uses that would be active and attract users at all appropriate times of the day and which would be complimentary to other desired uses in the Inlet Village.

Land Acquisition

There are a number of key projects in the Inlet Village area that require the development or redevelopment of land. If the CRA wishes to insure the project it desires are developed and/or it wishes to get those projects completed more sooner than later, then the CRA must begin to acquire land. Any property in the Inlet Village (or within the CRA) is to be considered for potential acquisition by the CRA as the best way to control what happens on the properties in the Inlet Village (or within the CRA) is to own them. The CRA can purchase property and release a Request for Proposals for the development of the property as the CRA see fit. The development contract with a selected developer can include any conditions the CRA may wish to impose from the architectural style of buildings to the uses allowed in the development.

Purchasing property may tie-up CRA funds for a period of time, but these funds can be recouped upon the sale of the property to a selected developer (unless the CRA sees fit to write-down the cost of the land as a development inducement).

CRA Potential Actions:

- a) Prepare a conceptual design for the Lighthouse Promenade.
- b) Participate in land assembly for the Lighthouse Promenade through land purchase, acquisition of transferrable options to purchase or through a self-assembly process.
- c) Be prepared to assist a future buyer of the Suni Sands Mobile Home Park design, develop, and obtain approval for an appropriate mixed-use project.
- d) Assist property owners of vacant land along A1A (on both the east and west sides) in developing their properties with desired and/or appropriate uses. This would include the use of development inducements.
- e) Develop the CRA Marina site to include a museum/information center, child-friendly interactive playground area, and a parking lot and/or open space that can be used for outdoor art fairs, a green market or other festivals and events.
- f) Seek additional land to the southwest of the CRA-owned land to expand the potential uses in the "CRA Park"
- g) Seek to convey a small piece of CRA-owned land to the property owner to the west of the site to construct a kitchen for the existing and future restaurant uses on their property.
- h) Acquire key properties in the CRA while land values are low and interest rates are low.
- i) Promote, though not necessarily pay for, preservation activities related to the Boathouse and incorporate the facility in future tourism planning and marketing activities.

- j) Monitor the mix of uses and seek methods to control the proliferation of detrimental uses or uses that stymie day-time activity in the Inlet Village.

8.6.5 The Riverwalk

The Riverwalk is not complete and is not constructed in the Inlet Village area. The CRA should, work with property owners through the redevelopment process to acquire easements.

Potential CRA Actions:

- a) Work with property owners to acquire easements for the Riverwalk as redevelopment occurs.

8.7 Financial Inducements

There are a number of different methods for the CRA to provide inducements to get the desired development and business users. These methods include, but are not and should not be limited to: land donations and write-downs, credits for infrastructure improvements made by the CRA, reimbursement for development fees, cost of public amenities on private property and assistance with the permitting and project review process. The CRA should fashion a number of different inducement programs to facilitate the various types of programs and projects outlined earlier in this Section. The purpose of these inducements is to encourage the private sector to undertake projects that would not otherwise be financially viable due to market forces or due to desires, demands, and conditions as placed upon the private sector by the Town and the CRA.

This Plan does not outline specific inducement programs as they (the inducements) should address specific needs of the projects the CRA is promoting at any given time. A good outline of several different types of inducements that can be offered can be found in the "Town of Jupiter CRA Implementation Plan" prepared by Planning and Redevelopment Consultants in 2011. This document offers a number of different types of program that could be considered for formal adoption although the projects outlined are not an exhaustive list and the CRA should seek to create innovative, appropriate inducements at any time and in any form as may be appropriate.

Most inducements should be granted on a reimbursement basis so no funds are expended by the CRA until they are collected in increment revenue first. No matter the form of the inducement, it is important for the CRA to have clear program guidelines as to what is expected in the projects and what the CRA is willing to expend for inducements. Any recipient of inducements should sign an agreement with the CRA that can be filed as a lien against the property to insure that all conditions are met or funds will not be granted.

9. SAFEGUARDS TO ENSURE THAT THE WORK OF REDEVELOPMENT WILL BE CARRIED OUT PURSUANT TO THE PLAN

All real property in the Redevelopment Area is hereby subject to the controls and requirements of the Plan or amendments thereto.

No real property shall be developed, rehabilitated, or otherwise changed after the date of adoption of the Plan except in conformance with the provisions of the Plan and the Town's Land Development Regulations.

9.1 Land Use Plan

Properties located within the Redevelopment Area shall be developed in conformance with the goals, objectives, and policies of the Future Land Use Element of the Town of Jupiter's Comprehensive Plan. The provisions of the applicable zoning districts shall govern specific densities and/or intensities for properties in the redevelopment area.

9.2 General Urban Design Guidelines

- (1) Enhance public access and views to the Intracoastal Waterway and the Jupiter Inlet.
- (2) Promote infill by encouraging mixed use development, redevelopment, as well as destination uses such as small "mom and pop" retail, Inns, art and cultural uses, water dependent and ecotourism businesses and restaurants.
- (3) Promote public gathering spaces throughout the corridor that fosters community interaction.
- (4) Enhance and promote the existing scale and character of each section of the Riverwalk and Inlet Village.
- (5) Enhance the visual quality of the built environment via minimum landscape standards for both private and public properties by promoting canopy trees, palms, shrubs and ground covers.
- (6) Establish architectural and site design standards which emphasize pedestrian scale.
- (7) Require special landscape and landmark features defining the Riverwalk corridor.
- (8) All properties within the Community Redevelopment Area shall emphasize pedestrian, bicycle and boater access and connections as is feasible.
- (9) Enhance the area's unique identity and character and contribute to a positive town image.

9.3 Development Controls

Within the limits, restrictions, and controls established in the Plan, the Community Redevelopment Agency, working collaboratively with the Town of Jupiter's Department of Planning & Zoning, may propose amendments to the Comprehensive Plan and Land Development Regulations, including design criteria, building heights, land coverage, setback requirements, traffic circulation, traffic access, and other development and design controls necessary for proper development of both public and private projects.

9.4 Retention of Controls and the Establishment of Restrictions or Covenants Running with Land Sold or Leased for Private Use

For properties acquired and disposed to a private developer, development controls shall include the Town of Jupiter's Land Development Regulations. In addition, the Agency may establish any restrictions or covenants to run with the land sold or leased for private use for such periods of time and under such conditions as the Community Redevelopment Agency deems necessary to effectuate the purpose of the Plan.

Zoning Approvals and Building Permits within the Redevelopment Area shall be not issued on properties until the applicant has received written approval that the proposed development is consistent with the Redevelopment Plan and meets the Town of Jupiter's Land Development Regulations and Code or Ordinances.

9.5 Management Functions

The Community Redevelopment Agency shall be responsible for, although may not be limited to, the following functions:

- A. May hire/pay for staff and associated costs and operating expenses of the CRA necessary to carry out the Management functions and undertake all CRA activities.
- B. Preparing budgets for operating and capital expenses.
- C. Reviewing and making recommendations to the Local Planning Agency, and or the Town Council on private development proposals in accordance with the plan.
- D. Monitoring private development for conformance to redevelopment plan requirements.
- E. Participating in the design and construction of public projects and improvements.
- F. Managing property acquisition and disposition programs.
- G. Coordinating redevelopment activities with all public agencies.
- H. Developing and coordinating promotional and marketing programs.
- I. Participating in continuous planning services for the redevelopment area.
- J. Participating in property management programs.
- K. Prepare and administer grants

9.6 Property Acquisition

It is anticipated, upon completion of a Road Network Plan, that additional rights of way, roads and or access easements may be necessary to address functionally obsolete roads, dead end traffic patterns, or to improve vehicular traffic flow. Florida's Community Redevelopment Act authorizes Redevelopment Agencies to acquire real property for public safety, health, a road, right of way or public facility purposes, etc. in designated redevelopment project areas. Acquisition of real property may be acquired by negotiated purchase, condemnation (per state statute 73.013 and 73.014), gift, exchange (either inside or outside the redevelopment area), or by other lawful means. The Community Redevelopment Agency may acquire fee simple title or any other interest less than fee simple.

Whenever possible, the designated property shall be acquired through negotiation with the current owners. The basis for negotiation will be the fair market value of the property as determined by competent appraisers and approved by the Community Redevelopment Agency's Board of Commissioners. In those instances where negotiation does not result in a mutually satisfactory agreement, the properties may be acquired by eminent domain proceedings and just compensation awarded in accordance with the Florida Statutes.

9.7 Property Management

Property purchased by the Community Redevelopment Agency for the purposes of the public improvements, public facilities, right-of-way or other **permanent** public uses shall be deeded to the Town of Jupiter for ownership and controlled by the Town of Jupiter or other public entity as appropriate.

Property acquired by the Community Redevelopment Agency with the intent of resale or lease shall be under the management and control of the Agency. During such time that the property is owned by the Agency, such property may be rented or leased by the Agency pending its disposition for redevelopment purposes.

9.8 Demolition, Clearance and Site Preparation

The Community Redevelopment Agency is authorized to demolish, clear, or move buildings, structures, and other improvements from any real property acquired in the redevelopment project area, subject to approval by the Town Council and obtaining necessary permits.

9.9 Property Disposition and Development

The Community Redevelopment Agency is authorized to transfer ownership, or any other interest in real property acquired by sale, lease, exchange, or any other legal means. The transfer of real property or interest therein may be to any private or public entity for development, redevelopment, or use in accordance with the Plan. The purchasers or lessees and their successors and assigns shall be obligated to devote such real property only to the uses specified in the Plan, and any amendment thereto.

Such real property or interest shall be sold, leased, or otherwise transferred for its fair value. In determining the fair market value, the Community Redevelopment Agency will take into account and give consideration to the uses provided in the Plan, the restrictions upon, and the covenants, conditions, and obligations assumed by the purchaser or lessee, and the objectives of the Plan.

Prior to the disposition of any real property, the Community Redevelopment Agency shall give public notice to its intent to sell, lease, or otherwise transfer such property as per Section 163.380, Florida Statutes. The Agency shall invite proposals from, and make all pertinent information available to private developers, redevelopers, any person or entity interested in undertaking a development, redevelopment, or rehabilitation activity within the redevelopment project area.

The Community Redevelopment Agency shall consider all proposals submitted including plans and specifications, financial and legal ability, time schedules, purchase or lease terms and conditions, and any other information as may be required by the Agency. Upon adequate investigation of each proposal, the Agency may negotiate with any or all parties involved and may accept such proposal as the Agency deems to be in the public interest and in furtherance of the purposes of the Plan.

9.10 Disposition and Development Documents

The Community Redevelopment Agency shall reserve such powers and controls through disposition and development documents (such as deed restrictions) with purchasers and lessees as may be necessary to prevent transfer, retention, or use of property for speculative purposes and to ensure that development or rehabilitation begins within a period of time, which the Agency fixes as reasonable.

In order to provide adequate safeguards that the provisions of the Plan or its amendments will be carried out and to prevent the recurrence of blight, all real property sold, leased, or conveyed by the Redevelopment Agency, as well as all property subject to owner participation agreements, shall be made subject to the provisions of the Plan by leases, deeds, contracts, agreements, restriction, or other means.

The leases, deeds, contracts, or other forms of agreement may contain restrictions, covenants running with the land, rights of reverter, conditions subsequent, equitable servitudes, or any other provision necessary to carry out this Plan.

10. REPLACEMENT HOUSING FOR THE RELOCATION OF PERSONS TEMPORARILY OR PERMENENTLY DISPLACED FROM HOUSING FACILITIES

Redevelopment efforts are expected to encourage the development of mixed-use residential and commercial projects that will increase the overall number of residential units where none exist today. The Community Redevelopment Agency does not anticipate the need to relocate residents as a result of any redevelopment projects undertaken by the Community Redevelopment Agency. As previously noted in this Plan, should it be determined that the Community Redevelopment Agency would need to acquire a residential unit, the Community Redevelopment Agency shall adopt appropriate provisions for the relocation, whether permanent or temporary, of any residents in conformance with all applicable State and Federal laws.

11. RESIDENTIAL USE IN THE REDEVELOPMENT AREA

At the adoption of the Findings Report completed in the summer of 2001, the area within the Community Redevelopment Area boundary contained limited residential units which are identified as follows:

- 15 single family units
- approximately 120 condominium units (Jupiter Inlet Condominium)
- 133 unit, fee simple mobile home park (Jupiter River Park)
- 110 unit, for rent mobile home park (Suni Sands)

With the exception of the Suni Sands mobile home park and the possible sale and redevelopment of some of the single family lots, the current residential inventory is expected to remain. Land Use and zoning changes through out the Community Redevelopment Area boundaries have in fact, allowed the opportunity of up to an additional 600 units.

Properties developed or redeveloped within the CRA boundaries which propose ten (10) residential units or greater are subject to the Town's workforce housing regulations.

12. PROJECTED COST OF REDEVELOPMENT

Redevelopment in the Community Redevelopment Area will require a substantial financial investment on the part of the Town of Jupiter's Community Redevelopment Agency. It is anticipated that the overall cost of redevelopment as projected in 2004 is approximately \$34,643,500. As of 2011, approximately 37% of the 2004 projects identified have been completed. The balance of the 2004 projects is estimated to be \$18,553,200. A multiplier of 6% annually has been applied to show the 2011 anticipated cost to be \$29,685,120. Funding will be pursued through grants, developer contributions and partnerships prior to using CRA funds. This projected cost of redevelopment includes several construction and engineering phases that will require future analysis of costs to be determined and adjusted over several years as phases are developed. As provided for by Florida's Community Redevelopment Act, the principal source of funding for the Community Redevelopment Agency is expected to be the Tax Increment Trust Fund. In addition, the Agency and the Town will utilize other private, city, county, state, and federal funding sources as appropriate and available to carry out the provisions of the Plan and its amendments.

As required by Section 163.362(10), Florida Statutes (2005), the Plan provides a time certain for completing all redevelopment financed by increment revenues, which is 30 years after the fiscal year (FY 2002) in which the Community Redevelopment Agency was created pursuant to Section 163.2261(1), Florida Statutes (2005).

The following is a general description of the major funding sources, criteria, and programs that the Community Redevelopment Agency proposes to use in financing the Plan:

- T.I.F.
- Commercial Development District
- Grants
- Bonds
- Loans
- Private
- Developer contribution

12.1 Tax Increment Financing

The principal source of revenue for use by the Community Redevelopment Agency will be the Tax Increment Trust Fund. For each taxing year beginning in 2003, ad valorem taxes generated by the assessed taxable real property value in excess of the redevelopment area's base year assessment total are deposited into the Trust Fund. The methodology for determining the amount of the tax increment to be contributed to the Trust Fund each year is provided in Section 163.387 Florida Statute.

All funds deposited into the Trust Fund are available to the CRA for any lawful purpose as defined in Section 163.370(1) (c) Florida Statutes in fulfillment of the provisions of the Plan, and any amendments thereto.

12.2 Projected T.I.F. Revenue

The tax increment revenue prospective is identified in the following table. This prospective is included for planning purposes only. The Annual Work Plan will include updated prospective, projected operation and five year Capital budgets for the Agency. (*Spreadsheet next page*)

Fiscal Year	Year	Taxable Value	Assumed Increase (%)	Taxable Value Increment	Cumulative Tax Increment	Milage Rate County	Tax Increment County	Milage Rate TOJ	Tax Increment Town	Total CRA Milage Rate	Statutory Reduction	CRA Total Tax Increment	Year to Year Change	Percent Change
2004	Base	\$ 167,553,151												
2005	1	\$ 210,500,297	-	\$ 42,947,146	\$ 42,947,146	4.5000	\$ 193,262	2.6195	\$ 112,500	7.1195	5.00%	\$ 290,474	\$ 290,474	100%
2006	2	\$ 238,922,462	-	\$ 71,369,311	\$ 114,316,457	4.5000	\$ 321,162	2.6195	\$ 186,952	7.1195	5.00%	\$ 482,708	\$ 192,234	39.8%
2007	3	\$ 351,247,716	-	\$ 183,694,565	\$ 298,011,022	4.2800	\$ 786,213	2.4221	\$ 444,927	6.7021	5.00%	\$ 1,169,582	\$ 686,874	58.7%
2008	4	\$ 373,111,380	-	\$ 205,558,229	\$ 503,569,251	3.7800	\$ 777,010	2.2497	\$ 462,444	6.0297	5.00%	\$ 1,177,482	\$ 7,899	0.7%
2009	5	\$ 357,751,689	-	\$ 190,198,538	\$ 693,767,789	3.7800	\$ 718,950	2.4903	\$ 473,651	6.2703	5.00%	\$ 1,132,972	\$ (44,510)	-3.9%
2010	6	\$ 370,212,998	3.5%	\$ 202,719,847	\$ 896,487,636	3.7800	\$ 766,281	2.4903	\$ 504,833	6.2703	5.00%	\$ 1,207,559	\$ 74,587	6.2%
2011	7	\$ 385,083,918	4.0%	\$ 217,530,767	\$ 1,114,018,403	3.7800	\$ 822,266	2.4903	\$ 541,717	6.2703	5.00%	\$ 1,295,784	\$ 88,225	6.8%
2012	8	\$ 402,412,694	4.5%	\$ 234,859,543	\$ 1,348,877,947	3.7800	\$ 887,769	2.4903	\$ 584,871	6.2703	5.00%	\$ 1,399,008	\$ 103,224	7.4%
2013	9	\$ 422,533,329	5.0%	\$ 254,980,178	\$ 1,603,858,125	3.7800	\$ 963,825	2.4903	\$ 634,977	6.2703	5.00%	\$ 1,518,862	\$ 119,854	7.9%
2014	10	\$ 443,659,996	5.0%	\$ 276,106,845	\$ 1,879,964,969	3.7800	\$ 1,043,684	2.4903	\$ 667,589	6.2703	5.00%	\$ 1,644,709	\$ 125,847	7.7%
2015	11	\$ 465,842,995	5.0%	\$ 298,289,844	\$ 2,178,254,813	3.7800	\$ 1,127,536	2.4903	\$ 742,831	6.2703	5.00%	\$ 1,776,948	\$ 132,139	7.4%
2016	12	\$ 489,135,145	5.0%	\$ 321,581,994	\$ 2,499,836,807	3.7800	\$ 1,215,580	2.4903	\$ 800,836	6.2703	5.00%	\$ 1,915,595	\$ 138,746	7.2%
2017	13	\$ 513,591,902	5.0%	\$ 346,038,751	\$ 2,845,875,559	3.7800	\$ 1,308,026	2.4903	\$ 861,740	6.2703	5.00%	\$ 2,061,278	\$ 145,684	7.1%
2018	14	\$ 539,271,497	5.0%	\$ 371,718,346	\$ 3,217,593,905	3.7800	\$ 1,405,095	2.4903	\$ 925,690	6.2703	5.00%	\$ 2,214,246	\$ 152,968	6.9%
2019	15	\$ 566,235,072	5.0%	\$ 398,681,921	\$ 3,616,275,827	3.7800	\$ 1,507,018	2.4903	\$ 982,838	6.2703	5.00%	\$ 2,374,862	\$ 160,616	6.8%
2020	16	\$ 594,546,826	5.0%	\$ 426,993,675	\$ 4,043,269,501	3.7800	\$ 1,614,036	2.4903	\$ 1,063,342	6.2703	5.00%	\$ 2,543,510	\$ 168,647	6.6%
2021	17	\$ 624,274,167	5.0%	\$ 456,721,016	\$ 4,499,990,518	3.7800	\$ 1,726,405	2.4903	\$ 1,137,372	6.2703	5.00%	\$ 2,720,589	\$ 177,079	6.5%
2022	18	\$ 655,487,876	5.0%	\$ 487,934,725	\$ 4,987,925,242	3.7800	\$ 1,844,393	2.4903	\$ 1,215,104	6.2703	5.00%	\$ 2,906,522	\$ 185,933	6.4%
2023	19	\$ 688,262,269	5.0%	\$ 520,709,118	\$ 5,508,634,361	3.7800	\$ 1,966,280	2.4903	\$ 1,296,722	6.2703	5.00%	\$ 3,101,752	\$ 195,230	6.3%
2024	20	\$ 722,675,383	5.0%	\$ 555,122,232	\$ 6,063,756,592	3.7800	\$ 2,098,362	2.4903	\$ 1,382,421	6.2703	5.00%	\$ 3,306,744	\$ 204,992	6.2%
2025	21	\$ 758,809,152	5.0%	\$ 591,256,001	\$ 6,655,012,593	3.7800	\$ 2,234,948	2.4903	\$ 1,472,405	6.2703	5.00%	\$ 3,521,985	\$ 215,241	6.1%
2026	22	\$ 796,749,610	5.0%	\$ 629,196,459	\$ 7,284,209,052	3.7800	\$ 2,378,363	2.4903	\$ 1,566,888	6.2703	5.00%	\$ 3,747,988	\$ 226,003	6.0%
2027	23	\$ 836,587,090	5.0%	\$ 669,033,939	\$ 7,953,242,991	3.7800	\$ 2,528,948	2.4903	\$ 1,666,095	6.2703	5.00%	\$ 3,985,291	\$ 237,303	6.0%
2028	24	\$ 878,416,445	5.0%	\$ 710,863,294	\$ 8,664,106,285	3.7800	\$ 2,687,063	2.4903	\$ 1,770,263	6.2703	5.00%	\$ 4,234,460	\$ 249,168	5.9%
2029	25	\$ 922,337,267	5.0%	\$ 754,784,116	\$ 9,418,890,400	3.7800	\$ 2,853,084	2.4903	\$ 1,879,639	6.2703	5.00%	\$ 4,496,087	\$ 261,627	5.8%
2030	26	\$ 968,454,130	5.0%	\$ 800,900,979	\$ 10,219,791,379	3.7800	\$ 3,027,406	2.4903	\$ 1,994,484	6.2703	5.00%	\$ 4,770,795	\$ 274,708	5.8%
2031	27	\$ 1,016,876,837	5.0%	\$ 849,323,686	\$ 11,069,115,065	3.7800	\$ 3,210,444	2.4903	\$ 2,115,071	6.2703	5.00%	\$ 5,059,239	\$ 288,444	5.7%
2032	28	\$ 1,067,720,678	5.0%	\$ 900,167,527	\$ 11,969,282,592	3.7800	\$ 3,402,633	2.4903	\$ 2,241,687	6.2703	5.00%	\$ 5,362,104	\$ 302,866	5.6%
2033	29	\$ 1,121,106,712	5.0%	\$ 953,553,561	\$ 12,922,836,154	3.7800	\$ 3,604,432	2.4903	\$ 2,374,634	6.2703	5.00%	\$ 5,680,114	\$ 318,009	5.6%
2034	30	\$ 1,177,162,048	5.0%	\$ 1,009,608,897	\$ 13,932,445,051	3.7800	\$ 3,816,322	2.4903	\$ 2,514,229	6.2703	5.00%	\$ 6,014,023	\$ 333,910	5.6%
2035	31	\$ 1,236,020,150	5.0%	\$ 1,068,466,999	\$ 15,000,912,050	3.7800	\$ 4,038,805	2.4903	\$ 2,660,803	6.2703	5.00%	\$ 6,364,828	\$ 350,605	5.5%
Total Revenues												\$ 89,477,800		

Note: The above figures and percentages are subject to change annually.

12.3 Use of Tax Increment Funds

Tax increment funds shall be limited as follows:

1. Acquisition of a property within a slum area or a blighted area by purchase, lease, option, gift, grant, bequest, demise or other voluntary method of acquisition.
2. Demolition and removal of buildings and improvements.
3. Installation, construction or reconstruction of streets, utilities, parks, playgrounds, public areas of major hotels that are constructed in support of convention centers including meeting rooms, banquet facilities, parking garages, lobbies, and passageways, and other improvements necessary for carrying out in the community redevelopment area, the community redevelopment objectives of this part in accordance with the community redevelopment plan.
4. Disposition of any property acquired in the Community Redevelopment Area at its fair value for uses in accordance with .§ 163.380 Florida Statutes and the Community Redevelopment Plan
5. Carrying out plans for a program of voluntary or compulsory repair and rehabilitation of buildings or other improvements in accordance with the Community Redevelopment Plan.
6. Acquisition by purchase, lease, option, gift, grant or bequest or other voluntary method of real property in the community redevelopment area which, under the Community Redevelopment Plan, is to be repaired or rehabilitated for dwelling use or related facilities, repair or rehabilitation of the structures for guidance purposes, and resale of the property.
7. Acquisition by purchase, lease, option, gift, grant or bequest or other voluntary method of any other real property in the community redevelopment area when necessary to eliminate unhealthy, unsanitary, or unsafe conditions; lessen density; eliminate obsolete or other uses detrimental to the public welfare; or otherwise to remove or prevent the spread of blight or deterioration or to provide land for needed public facilities.
8. Acquisition by purchase, lease option, gift, grant or bequest or other voluntary method of any other real property in unincorporated enclaves surrounded by the boundaries of the Community Redevelopment Area when it is determined necessary by the agency to accomplish the Community Redevelopment Agency plan.
9. Incentive programs shall be considered for projects/businesses/developments as to the extent possible and consistent with Florida Statute, Chapter 163, Part III. Desired projects include those that promote ecotourism, tourism conservation, historic and/or archeological preservation, Mom-Pop businesses, cultural venues, etc. Projects will be considered that will have a long-term value to the CRA and the residents of the Town of Jupiter.

12.4 Redevelopment Trust Fund Earned Interest

Any interest earned from savings institutions from deposits of Trust Fund monies shall become a part of the redevelopment monies available to the Community Redevelopment Agency for use in financing redevelopment projects.

12.5 Sale or Lease of Acquired Property

All monies received from the sale of real property acquired by the Community Redevelopment Agency shall be deposited into the Trust Fund. Property, which is acquired and held by the Agency pending resale, may from time to time be leased with such lease payments to be deposited in the Trust Fund.

12.6 Enterprise Fund Revenue Bonds

The Community Redevelopment Agency Board may issue revenue bonds for specific enterprise purposes, including, but not limited to, such projects as the construction of marinas or parking structures, with the intent of having the revenues generated from such enterprises used to retire the revenue bonds. The Community Redevelopment Agency may pledge Redevelopment Trust Fund monies not otherwise obligated as additional security for such revenue bonds.

12.7 Federal, State and Regional Grants

The Community Redevelopment Agency and the Town of Jupiter will seek to utilize Federal, State and regional grant programs as are applicable and available for any approved use within the redevelopment area. Trust Funds can be used as the match when needed.

12.8 Technical Program Assistance

The Community Redevelopment Agency and its staff will provide technical program assistance to private entities participating in redevelopment activities when required to allow the private entity to take advantage of federal or state loan assistance or tax credit programs.

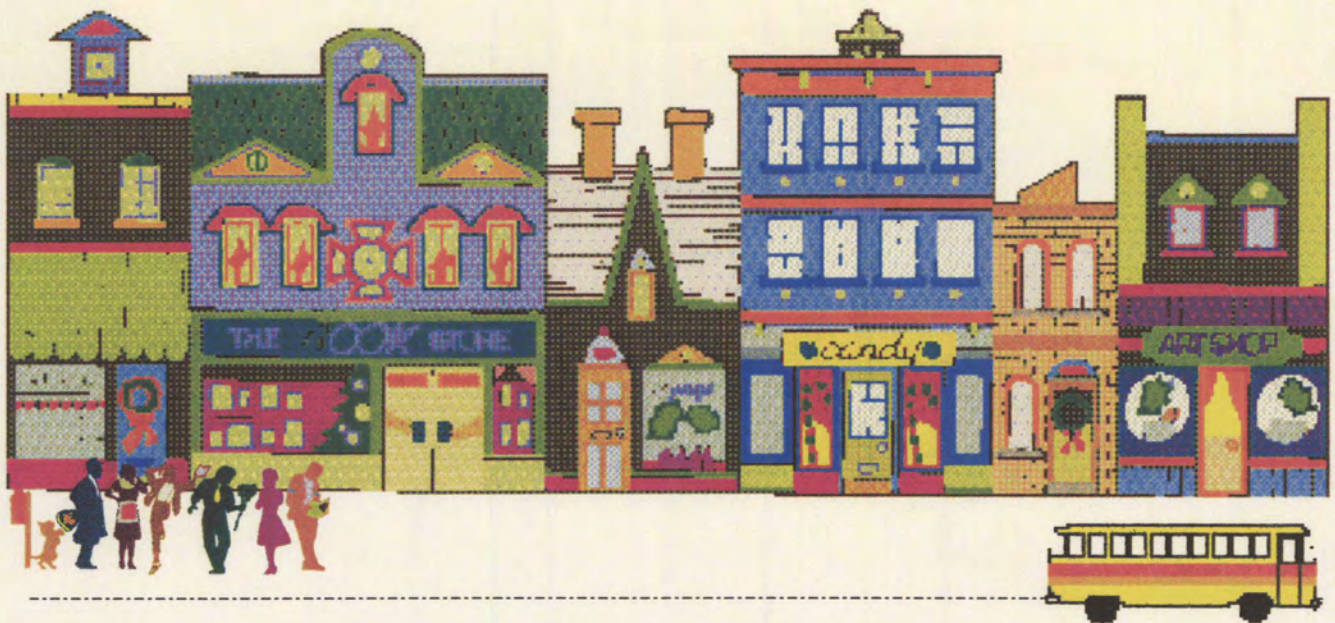
THIS PAGE IS INTENTIONALLY LEFT BLANK

APPENDIX C

FINDING OF NECESSITY (2001)

Town of Jupiter

Finding of Slum and/or Blight



FLORIDA PLANNING GROUP, INC.

FINDING OF SLUM AND/OR BLIGHT

Purpose

The purpose of this project is to evaluate whether an older, core area of the Town of Jupiter (See Map One) meets the state's criteria for a Finding that the area is suffering from slum and/or blighted conditions.

A community must first make such a Finding before it can conduct redevelopment activities.

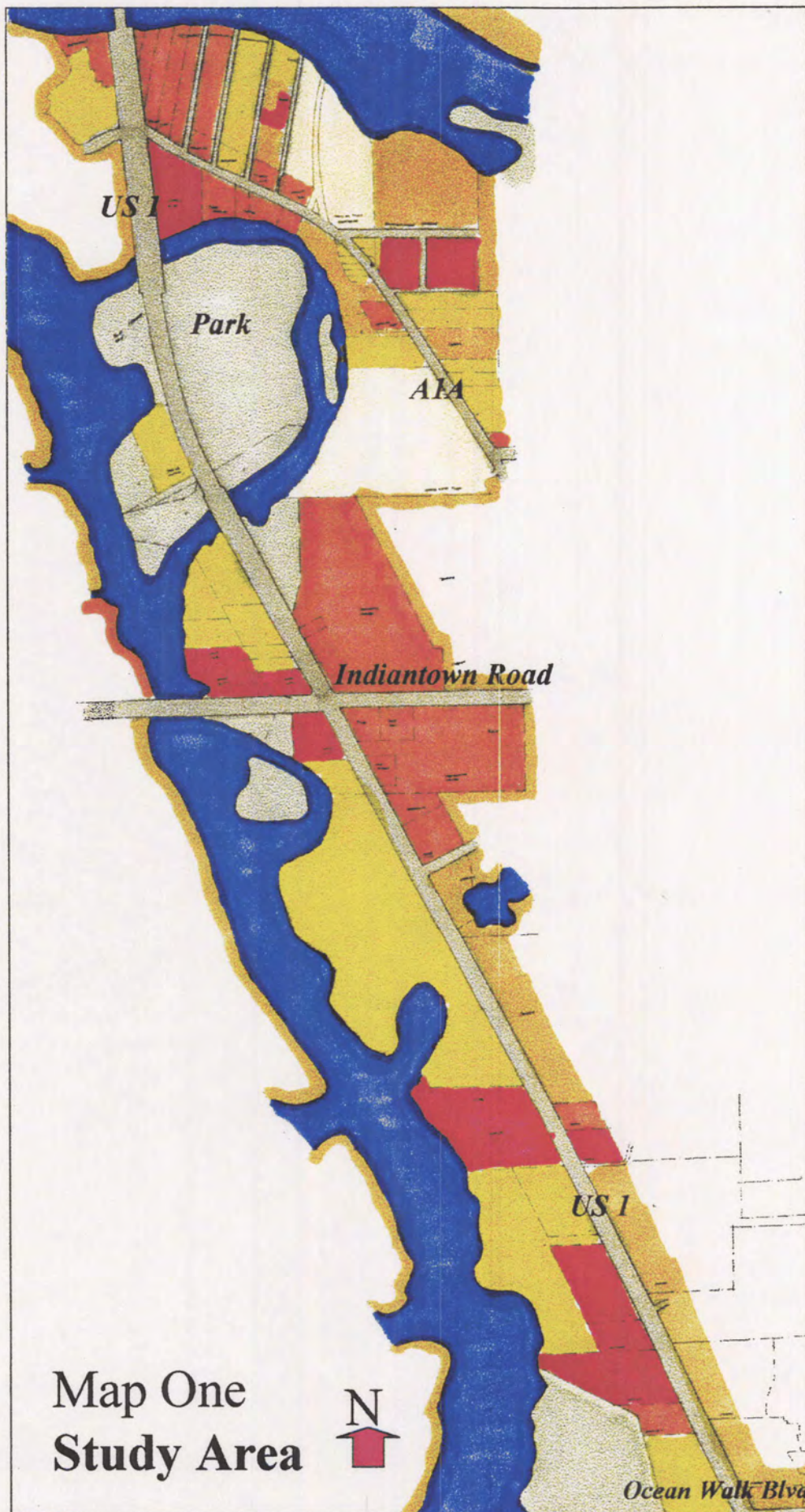
State Criteria

The state has established criteria for determining if an area is suffering from blight. These criteria were utilized to evaluate the area:

Criteria	Problem Present in Area
Defective or inadequate street layout	yes
Faulty lot layout	yes
Unsanitary or unsafe conditions	yes
Deterioration of site or improvements	yes
Inadequate and outdated density patterns	yes
Tax or special assessment delinquencies	no
Inadequate transportation and parking facilities	yes
Diversity of ownership	yes

Conclusion

This area meets the criteria for a Finding of Blight under state law.



Map One
Study Area



FINDING OF SLUM AND/OR BLIGHT

Background

The introduction of air-conditioning for cars and buildings in the early sixties made year-round living in Florida possible. The Town of Jupiter, like many communities in Florida, is for the first time witnessing the aging and deterioration of some of the initial developments built during that time period.

Because of its close proximity to the river and ocean, this area was one of the earliest sections of Jupiter to develop. It was subsequently redeveloped in the late 1960s and early 1970s. The small lot sizes, structures and commercial facilities from that time period are now reaching the end of their lifecycle. They are also obsolete by today's development standards.

By contrast, underlying land values in the area have soared. An acre of ground in the area is now valued at \$300,000 and reaches \$500,000 for waterfront property. Unfortunately, the small lot configuration, coupled with the existing land uses and diversity of ownership, preclude the assemblage of land into the larger size parcels needed to accommodate the modern developments that can afford these land costs.

Aging areas are a major problem for any community. Property values decline, which encourages disinvestment and hurts surrounding residential property values. The small lots and obsolete development patterns, combined with a multiplicity of owners, makes redevelopment very difficult, and often impossible for the private sector. Left unaddressed, the problem just worsens.

In recognition of this problem, every state in the nation has enacted redevelopment laws. However, in order to undertake redevelopment under state law, a local government must first establish that the area in question is actually in need of redevelopment. The state has prepared criteria that establish this condition. Under state law it is called "a finding" that the area in question is suffering from "slum and/or blighted conditions."

The purpose of this study is to evaluate an older, core area of the Town of Jupiter to determine if the area meets the basic criteria for such a finding. If the area meets the criteria, under state law the Town of Jupiter can create a Community Redevelopment Area.

Proposed Area

The proposed area is a linear dogleg corridor that runs north along US Highway 1, from Ocean Way Drive on the south to the Loxahatchee River on the north, including the area along A1A south to Jupiter Beach Road. Map One displays the area.

State Law

Redevelopment within Florida is governed by Chapter 163 F.S., which clearly sets out the requirements for establishing that an area is 'slum or blighted' as a precursor for the establishment of a Community Redevelopment Area.

(7) "Slum area" means an area in which there is a predominance of buildings or improvements, whether residential or nonresidential, which by reason of dilapidation, deterioration, age, or obsolescence; inadequate provision for ventilation, light, air, sanitation, or open spaces; high density of population and overcrowding; the existence of conditions which endanger life or property by fire or other causes; or any combination of such factors is conducive to ill health, transmission of disease, infant mortality, juvenile delinquency, or crime and is detrimental to the public health, safety, morals, or welfare.

(8) "Blighted area" means either:

(a) An area in which there are a substantial number of slum, deteriorated, or deteriorating structures and conditions that lead to economic distress or endanger life or property by fire or other causes or one or more of the following factors that substantially impairs or arrests the sound growth of a county or municipality and is a menace to the public health, safety, morals, or welfare in its present condition and use:

- 1. Predominance of defective or inadequate street layout;*
- 2. Faulty lot layout in relation to size, adequacy, accessibility, or usefulness;*
- 3. Unsanitary or unsafe conditions;*
- 4. Deterioration of site or other improvements;*
- 5. Inadequate and outdated building density patterns;*
- 6. Tax or special assessment delinquency exceeding the fair value of the land;*
- 7. Inadequate transportation and parking facilities;*
- 8. Diversity of ownership or defective or unusual conditions of title which prevent the free alienability of land within the deteriorated or hazardous area; or*

(b) An area in which there exist faulty or inadequate street layout; inadequate parking facilities; or roadways, bridges, or public transportation facilities incapable of handling the volume of traffic flow into or through the area, either at present or following proposed construction.

Unlike many states, Florida has a liberal redevelopment law. Under Chapter 163 F.S., a community can find that an area is either slum or blighted, rather than establishing that both conditions exist. Under the 'Blighted Area' definition, this requirement can be further narrowed to just traffic problems if this is the only problem that exists.

Review of the Area

I. Blighted

A. Predominance of Defective or Inadequate Street Layout

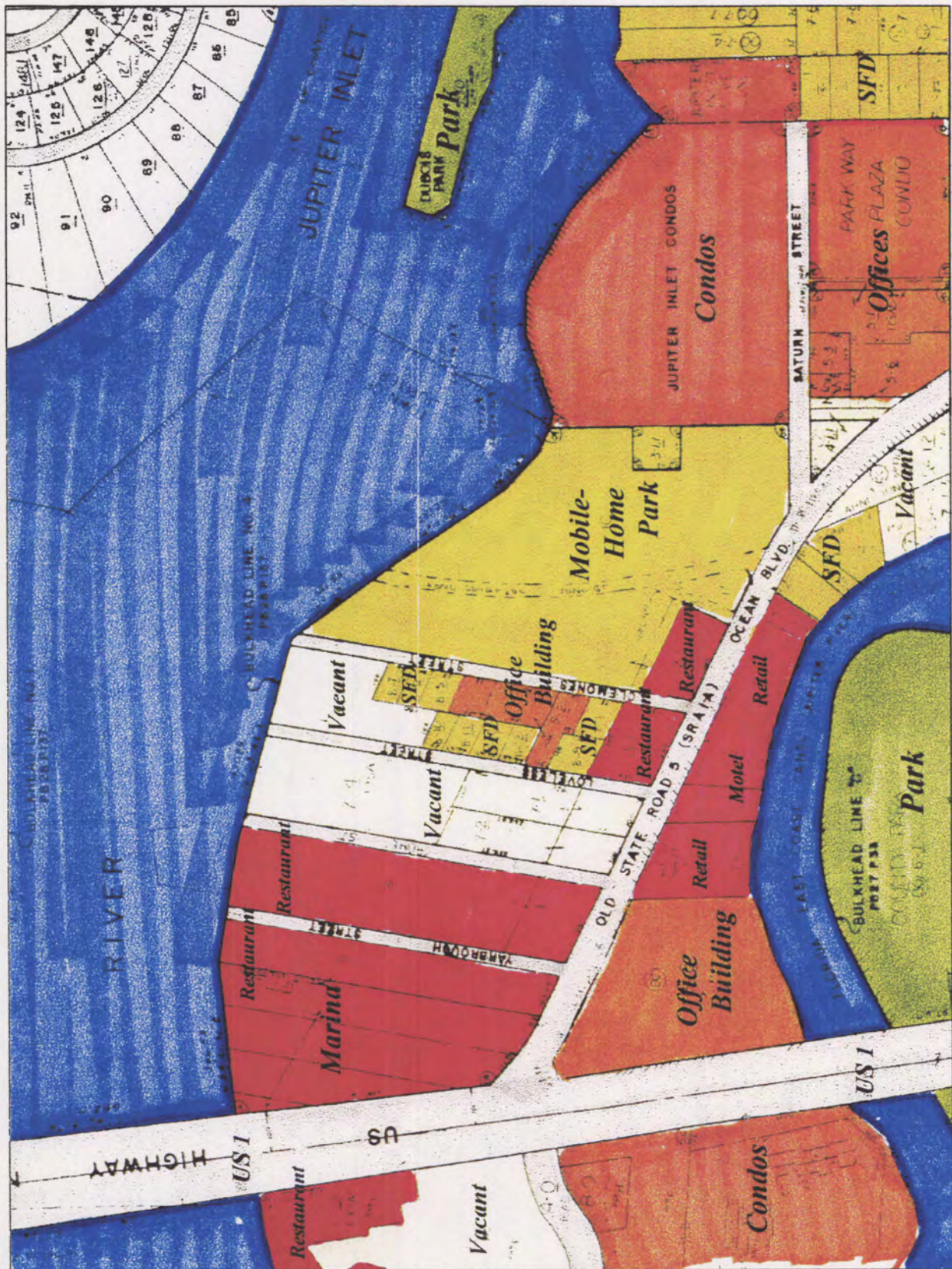
A1. The streets at the northern end of the area (*Yarborough, Cramer, Love and Clemmons*) are too close together (*only 200 feet apart*), and have narrow rights-of-way (*35 feet wide versus the standard 50 feet*). These streets prevent the combination of these parcels into a contiguous large-scale development parcel needed for modern developments. (See Map Two)

B. Faulty Lot Layout in Relation to Size, Adequacy, or Usefulness

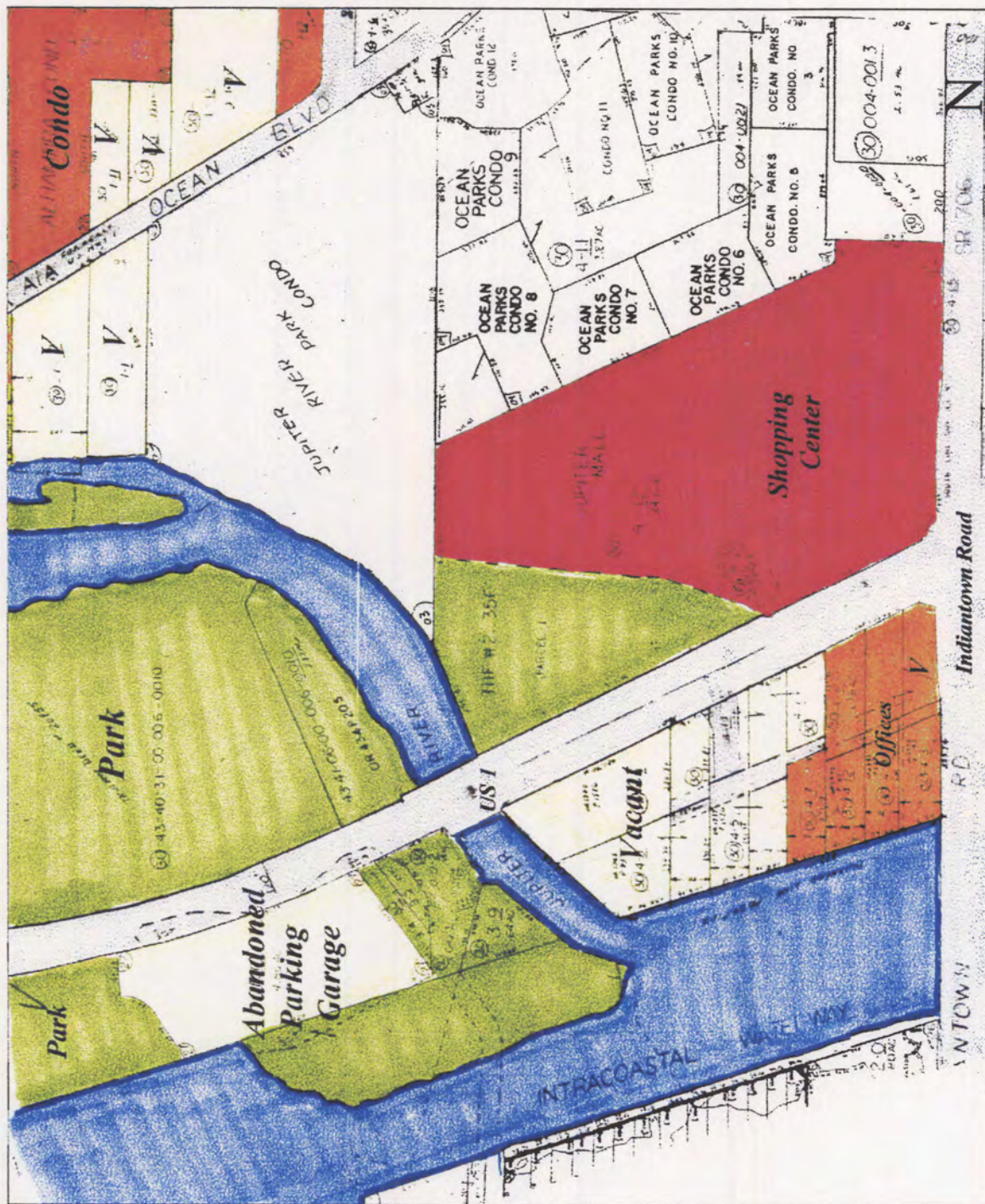
B1. The whole area along Ocean Drive (A1A) south of Federal Highway (US 1) is divided into numerous small lots of various sizes owned by different owners. This precludes their amalgamation into the larger multi-acre parcels required by today's development standards. (See Map Two)



B2. The western side of US 1, south from the Chamber of Commerce to Indiantown Road is divided into numerous lots of various sizes owned by different owners. This precludes their amalgamation into the larger multi-acre parcels required by today's development standards. (See Map Three)



Map Two



Map Three



In summary, the layout of this area of Jupiter was originally designed to accommodate and service a lower density residential community. However, due to the popularity of the waterfront, the community is becoming more densely developed with commercial, hotels/motels and higher residential densities, which have occurred on residential-sized parcels. This section of A1A is projected to deteriorate to level of service "E" prior to 2020. There is a lack of sidewalks and bicycle lanes. Should roads require widening for such amenities, then both on-street and off-street parking losses become an issue that also must be resolved.

C. Unsanitary or Unsafe Conditions

C1. Two bridges along US 1 through this area are not equipped with either bike lanes and/or pedestrian sidewalks. This creates a very dangerous situation along this section of the road.



C2. The Town's Code Enforcement reports:

1095 Ocean Boulevard – two illegal signs attached to a fence

Corner of A1A & Love Street – illegal free standing sign in right-of-way

C3. 1116 Love Street – vacant, deteriorating, and possibly unsafe buildings.



Vacant, Deteriorating Structures

C4. 1111 Love Street – unsafe structure. Needs to be demolished.



Unsafe Structure

C5. South side of A1A – Many of the commercial properties have parking in the front yard that backs out directly into traffic, creating the potential for traffic accidents.

There are no bike paths or pedestrian crosswalks along A1A. This creates a potentially hazardous situation.



There are no bike paths or pedestrian crosswalks along US 1. This creates a potentially hazardous situation.



C6. US 1 – Abandoned and deteriorating parking structure. Currently being used as an ad hoc homeless shelter.

C7. Abandoned and condemned structure – south side of A1A.



D. Deterioration of Site or Other Improvements

D1. Road Conditions - A1A & US 1. The Town's Public Works Department reports the following deteriorating roadway conditions.

A1A & U.S. 1 Right-of-Way Review Summary

U.S. 1	A1A to south of Burt Reynolds Park - Asphalt sidewalk/ bike path needs repair. R/ W on west side near Burt Reynolds Park (Chamber of Commerce) is in poor condition, very sandy with some weeds. Median strip landscaping is deteriorating.
U.S. 1	Burt Reynolds Park to Jupiter Yacht Club - Asphalt patching southbound lanes near Reef Grill. Raveling observed at intersections and drive entrance areas. Potholes beginning to form near yacht club entrance. Sidewalk on west side near yacht club may requ
U.S. 1	Jupiter Yacht Club to Best Western - No sidewalk on west side of roadway. Asphalt sidewalk/ bike path badly deteriorated, asphalt broken away, cracking, undulating, patched, etc. Turn lanes have cracking and raveling. Swale on west side in poor condition
U.S. 1	Best Western to Ocean Way - Asphalt sidewalk/ bike path badly deteriorated, asphalt broken away, cracking, undulating, patched, etc. Turn lanes have cracking and raveling. Roadway striping for center turn lanes in poor condition.
U.S. 1	U.S. 1 to Venus Street - Swales in poor condition or non-existent. Roadway settlement at Seashore Marina. Rutting at edge of pavement up to 6" in isolated areas. Section of west shoulder near Saturn Street is badly blighted, very sandy with only a few wee

Source: Town of Jupiter Public Works Department



D2. Road Conditions – Saturn Road – roadway deterioration.

D3. Building Deterioration – western side Of Ocean Drive near Saturn Road. Several small houses are slowly deteriorating. One house is currently condemned.



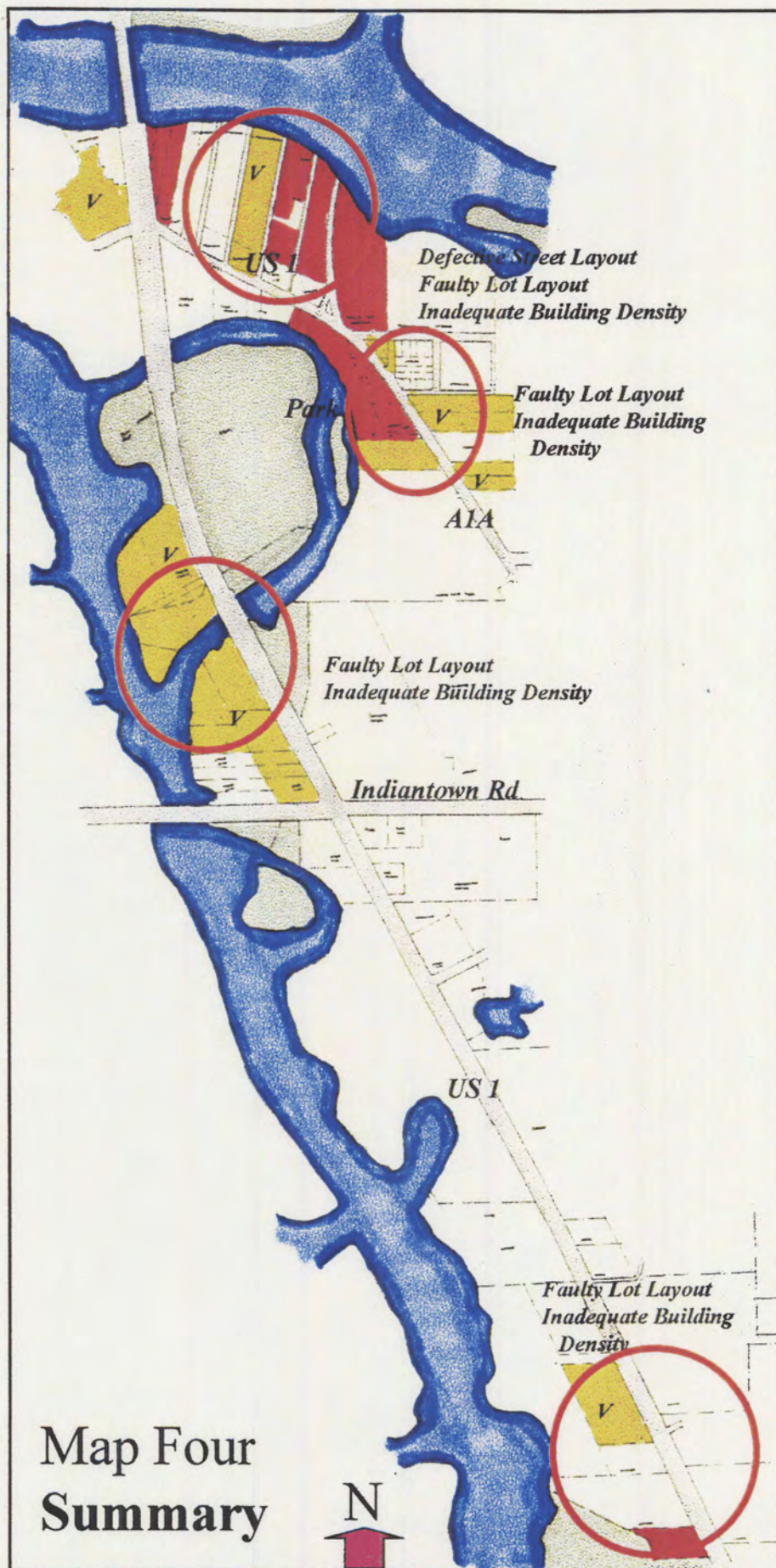
D4. Building Deterioration – Love Street at Jupiter Sound - Two small houses are vacant and slowly deteriorating. An abandoned structure needs demolition.

D5. Building Deterioration - western side of US 1, south from the Chamber of Commerce. Abandoned structured parking garage.



E. Inadequate and Outdated Building Density Pattern

This is perhaps the biggest problem facing the area, which is currently divided into a multiplicity of small lots and uses. (See Map Four) Current land values for waterfront property in the area are close to \$500,000 per acre. The average for the whole area is \$300,000. As a result of this faulty lot layout, many properties have land values that far exceed the value of the structure sitting on the site. Since the structure's value should exceed the land value, (usually by a multiplier) this is a clear indication of the ongoing deterioration and declining property values within the area.



Some examples are:

The Jupiter Yacht Club currently has an assessed value of \$1,100,000, yet it sits on property worth \$1,736,006. It last sold for \$4,500,000 in 1989. The 4.15 acres of land alone are worth and estimated \$2,000,000.



The semi-vacant parcel at 1116 Love Street sits on almost two acres on Jupiter Sound. The value of the land makes up 94% of its total assessed value.

The Suni-Sands Mobile Home Park is extremely undervalued. The 11 acres this development sits on is currently valued at \$1,836,109, of which the land value makes up 94% of the total value. This land alone is worth \$5,000,000.

The Jupiter Elks Lodge sits along US 1. The parcel it sits on is valued at seven times the value of the building itself.

The collective deterioration of these undervalued properties means they are not being utilized at their *highest and best use*; and are not producing the tax revenues they are capable of producing if these properties were amalgamated into the larger parcels needed for modern developments.

F. Tax or Special Assessment Delinquency

None were found.

G. Inadequate Transportation and Parking Facilities

G1. Ocean Boulevard will decline to traffic Level of Service "E" prior to 2020 and will need to be improved to accommodate future development. (Source: *Town of Jupiter Comprehensive Plan, 2000*)

G2. The number of traffic accidents within the area has increased dramatically. As Table 1 shows, the number of accidents increased by 55% in just one year.

**Table 1 Town of Jupiter
Traffic Accidents**

	1998/99	1999/00	Change	Percent
U.S. 1	54	81	27	50%
A1A	4	9	5	125%
Total	58	90	32	55%

Source: City of Jupiter Beach Police Department, 2000.

H. Diversity of Ownership

The area is currently divided into a multiplicity of small lots and uses. (See Table Two)

There are 45 parcels, owned by 39 different owners. While there has been some attempt to amalgamate parcels, the vast majority of the parcels are in separate ownership.

Seventy-six percent (76%) of the parcels have less than two acres. This is far below the 10 acres or more required by modern developments.

Collectively, this acts to preclude the efficient development of this area.

II. Faulty or Inadequate Street Layout

The layout of this area of Jupiter Beach was originally designed to accommodate and service a lower density residential community. However, due to the popularity of the waterfront, the community is becoming more densely developed with commercial, hotels/motels and higher residential densities, which have occurred on residential-sized parcels. The current layout of the roads along this section of A1A can not accommodate the higher traffic generation of rates of higher density future residential and commercial development. There is a lack of sidewalks along the roads and a lack of bicycle lanes. Should roads require widening for such amenities, then both on-street and off-street parking losses become an issue that also must be resolved.

Two bridges along US 1 through this area are not equipped with either bike lanes and/or pedestrian sidewalks. This creates a very dangerous situation along this section of the road.

South side of A1A – Many of the commercial properties have parking in the front yard that backs out directly into traffic, creating the potential for traffic accidents.

There are no bike paths or pedestrian crosswalks along either A1A or US 1. This creates a potentially hazardous situation.

Ocean Boulevard will decline to traffic Level of Service "E" prior to 2020 and will need to be improved to accommodate future development. (Source: Town of Jupiter Comprehensive Plan)

The number of traffic accidents within the area has increased dramatically. As Table One shows, the number of accidents increased by 55% in just one year.

**Table 1 Town of Jupiter
Traffic Accidents**

	1998/99	1999/00	Change	Percent
U.S. 1	54	81	27	50%
A1A	4	9	5	125%
Total	58	90	32	55%

Source: City of Jupiter Beach Police Department, 2000.

Conclusion

There exists a number of deteriorating and unsafe conditions which would justify a 'finding of blight' under Florida redevelopment law.

pc/00-108/hupiter/finding of slum

City of Jupiter

Table Two: Property Assessor Records

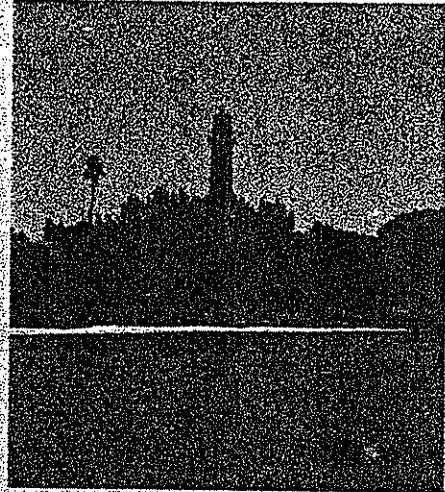
Parcel Number	Owner	Address	Use	Land	Improvements	Assessed Value	Date Sold	Price	Acres	Land Value/Acre
30-43-40-31-04-000-0100	Jupiter Yacht Club Marina LTD	1095 N A1A	Boat Sales/Marina	\$ 1,736,006	158%	\$ (636,005)	Jun-89	\$ 4,550,000	4.15	\$ 418,315
30-43-40-31-04-000-0050	Jettys Inc	1075 N A1A	Restaurant	\$ 951,348	61%	\$ 617,251	Nov-90	\$ 1,600,000	1.91	\$ 498,088
30-43-40-31-04-000-0060	US Restaurants Properties	1065 N A1A	Restaurant	\$ 1,837,860	56%	\$ 1,431,104	Dec-95	\$ 4,140,000	3.52	\$ 522,119
30-43-40-31-04-007-0040	Jupiter Bay Company	1116 Love St	MFR<10 Units	\$ 927,567	94%	\$ 57,797			1.95	\$ 475,675
30-43-40-31-04-007-0010	D. Coleman	Love St	Vacant Commercial	\$ 294,000	100%	\$ -			0.96	\$ 306,250
30-43-40-31-04-013-0010	Schooners Market Inc	1001 N A1A	Restaurant	\$ 210,000	63%	\$ 124,795			0.69	\$ 304,348
30-43-40-31-04-008-0080	P. Daniels	1111 Love St	Stores	\$ 591,600	97%	\$ 16,082	Mar-00	\$ 550,000	1.47	\$ 402,449
30-43-40-31-04-007-0020	D. Coleman	Love St	Vacant Commercial	\$ 290,899	100%	\$ -			0.96	\$ 303,020
30-43-40-31-04-008-0020	Big Dog Holdings Inc	1016 Clemmons St	Office Building	\$ 208,173	23%	\$ 17,096			0.8	\$ 260,216
30-43-40-31-04-008-0120	W. VanBuren	1019 Love St	Single Family	\$ 46,200	73%	\$ 17,096			0.15	\$ 308,000
30-43-40-31-04-008-0010	Schooners Market Inc	1010 Clemmons St	MFR<10 Units	\$ 52,500	78%	\$ 14,997	Sep-98	\$ 95,000	0.11	\$ 477,273
30-43-40-31-04-000-0090	Suni Sands MHP Inc	961 N A1A	MH Park	\$ 1,744,000	95%	\$ 12,600			11	\$ 158,545
30-43-41-06-000-004-0080	Jupiter LTD	Coastal Way	Vacant Commercial	\$ 692,600	98%	\$ 92,109	Jul-84	\$ 1,234,000	1.59	\$ 435,597
30-43-41-06-000-004-0040	Jupiter LTD	US Highway 1	Vacant Commercial	\$ 749,230	100%	\$ -	Jul-84	\$ 1,234,000	1.72	\$ 435,599
30-43-41-06-000-004-0050	Jupiter LTD	Coastal Way	Vacant Commercial	\$ 444,310	100%	\$ -	Jul-84	\$ 1,234,000	1.02	\$ 435,598
30-43-41-06-000-004-0070	L. Desai	106 Coastal Way	Professional Offices	\$ 265,000	62%	\$ 164,239	Feb-90	\$ 585,000	0.61	\$ 434,426
30-43-41-06-000-004-0084	M Benaim	Coastal Way	Vacant Commercial	\$ 246,180	99%	\$ 2,926	Feb-98	\$ 385,000	0.57	\$ 431,895
30-43-41-06-000-004-0090	Jupiter Eye Center	102 Coastal Way	Professional Offices	\$ 228,630	25%	\$ 696,370	Dec-91	\$ 1,675,000	0.67	\$ 341,239
30-43-41-06-000-004-0030	Jupiter Eye Center	535 E Indiantown Rd	Office Building	\$ 290,800	89%	\$ 34,200	Dec-93	\$ 610,000	0.67	\$ 434,030
30-43-41-06-000-004-0012	Jupiter Festival LTD	201 US Highway 1	Shopping Center	\$ 6,597,873	45%	\$ 8,113,088	Dec-96	\$ 9,200,000	24.16	\$ 273,091
30-43-41-06-000-004-0000	G. Juster	101 US Highway 1	Shopping Center	\$ 4,076,416	44%	\$ 5,123,584	Jul-93	\$ 9,300,000	11.7	\$ 348,412
30-43-41-06-19-001-0000	Bank of America	738 E Indiantown Rd	Drive-in Restaurant	\$ 435,168	77%	\$ 127,658	May-98	\$ 700,000	1.1	\$ 395,607
30-43-41-06-19-003-0000	Mobil Oil Corp	51 S US Highway 1	Financial Office	\$ 432,575	51%	\$ 411,474	Dec-96	\$ 675,000	0.9	\$ 480,639
30-43-41-06-000-005-0140	Jupiter Investments	151 S US Highway 1	Gas Station	\$ 304,580	71%	\$ 124,915	Feb-87	\$ 410,000	0.7	\$ 435,114
30-43-41-06-000-005-0150	JYC Holdings Inc	50 S US Highway 1	Office Building	\$ 446,660	50%	\$ 443,340	Apr-93	\$ 507,000	1.03	\$ 433,650
30-43-41-06-000-005-0030	JYC Holdings Inc	US Highway 1	Vacant Commercial	\$ 684,768	100%	\$ -	Mar-99	\$ 17,540,000	1.07	\$ 639,970
30-43-40-06-04-008-0010	L. Desai	US Highway 1	Vacant Commercial	\$ 8,018,532	100%	\$ -	Mar-99	\$ 17,540,000	29.01	\$ 276,406
30-43-41-07-02-001-0000	Executive Park Enterprises	810 S US Highway 1	Motel	\$ 528,980	42%	\$ 721,020	Sep-95	\$ 1,376,000	1.21	\$ 437,174
30-43-41-07-02-002-0000	Senior-Lifestyle Jupiter Corp	900 S US Highway 1	Office Building	\$ 1,602,662	44%	\$ 2,037,521	Sep-95	\$ 3,225,000	5.11	\$ 313,632
30-43-41-07-02-005-0000	Mangrove Bay Masters LTD	US Highway 1	Vacant Commercial	\$ 2,262,000	100%	\$ -	Sep-98	\$ 2,474,700	4	\$ 290,000
30-43-41-07-02-006-0000	Senior-Lifestyle Jupiter Corp	US Highway 1	Vacant Commercial	\$ 957,000	100%	\$ -	Sep-98	\$ 2,800,000	8.91	\$ 253,872
30-43-41-07-02-004-0000	Dynamic Business Services Inc	1150 S US Highway 1	Vacant Commercial	\$ 571,504	29%	\$ 1,428,496	Sep-98	\$ 2,474,700	4.41	\$ 217,007
30-43-41-07-000-001-0011	Jupiter Elks Lodge	1122 S US Highway 1	Club	\$ 1,467,096	87%	\$ 210,630	Jun-87	\$ 2,318,900	1.64	\$ 348,478
00-43-40-31-00-007-0010	W. Scheurich	18011 Ocean Blvd	Single Family	\$ 137,339	84%	\$ 26,243			4.21	\$ 348,479
00-43-40-31-00-007-0040	N. Carnell	18105 Dubois Rd	Single Family	\$ 225,000	59%	\$ 155,155			0.51	\$ 269,292
00-43-40-31-00-007-0060	S. Kindt	18055 Dubois Rd	Single Family	\$ 26,250	32%	\$ 57,051			0.14	\$ 1,607,143
00-43-40-31-00-007-0070	S. Kindt	18069 Dubois Rd	MFR<10 Units	\$ 135,000	87%	\$ 20,528			0.34	\$ 77,206
00-43-40-31-00-007-0080	L. Schneeweiss	18045 Dubois Rd	Single Family	\$ 26,250	28%	\$ 67,288	Mar-98	\$ 142,000	1.4	\$ 96,429
00-43-40-31-00-006-0020	D. Baron	18125 N A1A	MFR<10 Units	\$ 230,000	62%	\$ 139,837			0.34	\$ 77,206
00-43-40-31-00-006-0030	Pa Ja Villas Inc	18265 N A1A	Motel	\$ 128,936	46%	\$ 149,431			0.66	\$ 348,485
00-43-40-31-00-006-0022	Jupiter FL Marina LTD	18275 N A1A	Marina	\$ 341,512	59%	\$ 240,320	Jun-98	\$ 1,200,000	0.37	\$ 348,476
00-43-40-31-00-006-0050	Babalouie LTD	18093 N A1A	MFR<10 Units	\$ 188,176	82%	\$ 42,176	Dec-97	\$ 475,000	0.54	\$ 348,482
00-43-40-31-00-006-0060	L. Haas Family	1001 US Highway 1	Office Building	\$ -	0%	\$ 4,500,000			3.98	\$ -
00-43-40-31-00-006-0070	Babalouie LTD	18091 N A1A	MFR<10 Units	\$ 55,760	62%	\$ 34,092	Dec-97	\$ 475,000	0.16	\$ 348,500
Total:				\$ 42,846,940	61%	\$ 27,511,235			143.1	\$ 299,420

Source: Palm Beach County Property Appraiser, 2000

THIS PAGE IS INTENTIONALLY LEFT BLANK

APPENDIX D

**JUPITER INTRACOASTAL WATERWAY/US
HIGHWAY ONE CORRIDOR STUDY (1992)**



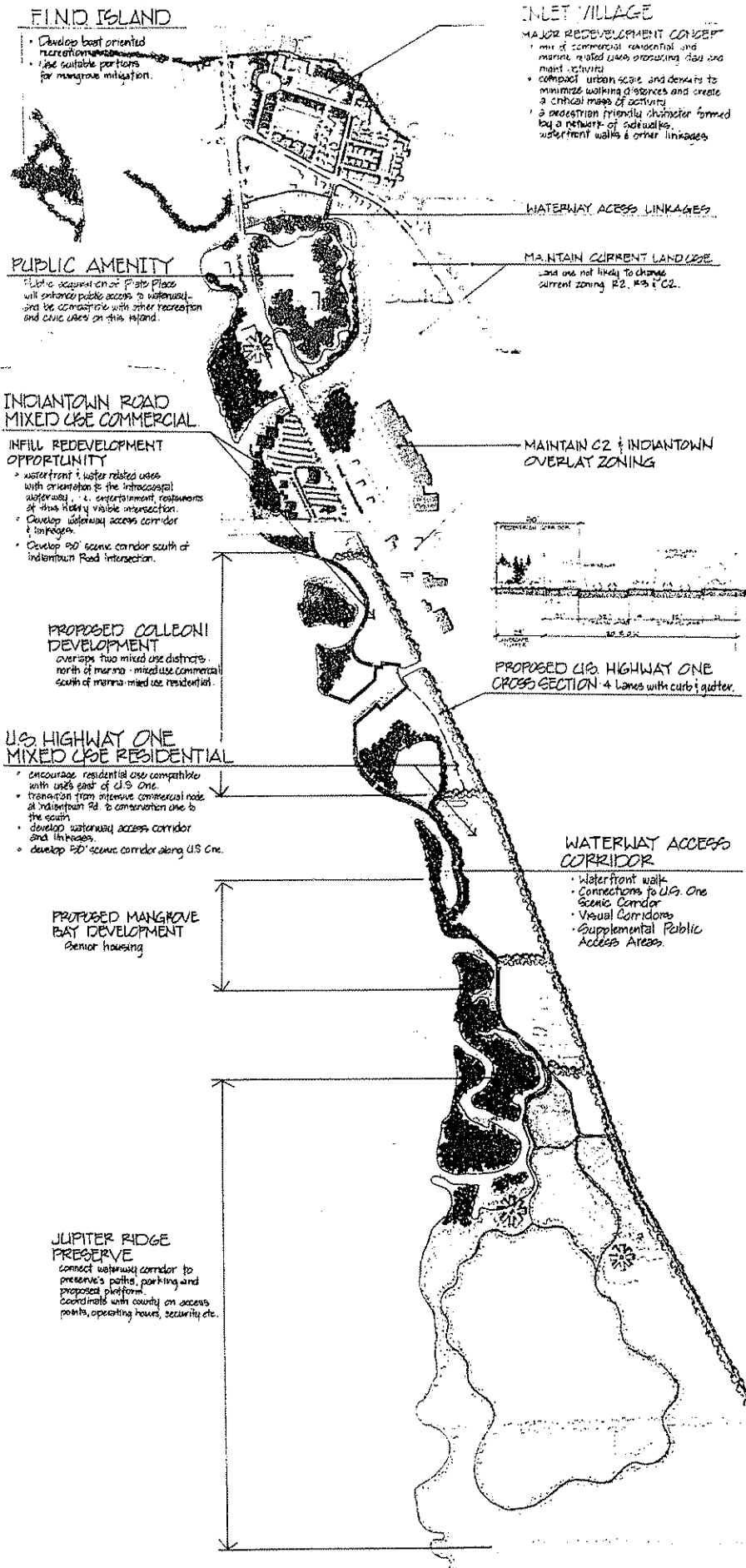
Jupiter Intracoastal Waterway/ U.S. Highway One Corridor Study

Final Plan Document
March 1997

Florida Department of Transportation
Bureau of Planning and Research
100 North Florida Avenue
Tallahassee, Florida 32301
Phone: 904/438-2000
Fax: 904/438-2001

Table of Contents

<u>I. ILLUSTRATIVE PLAN</u>	
<u>II. OVERVIEW AND SUMMARY</u>	1.
<u>III. LAND USE AND DEVELOPMENT FRAMEWORK</u>	
A. Overview of Proposed Land Use Policy	4.
B. Development Framework	5.
Mixed Use Zoning District	
Mixed Use PUD Overlay	
Mixed Use Overlay	
C. Inlet Village District	6.
Development Concept	
Concept Alternatives	
Implementation Strategies	
Recommended Provisions	
D. Indiantown Road Mixed Use Commercial	13.
Development Concept	
Recommended Provisions	
Brio Beach Club & Beneath Bridge	
E. U.S. Highway Mixed Use Residential	16.
Development Concept	
Recommended Provisions	
F. Alternate AIA	17.
G. Urban Design	17.
General Design Guidelines	
Inlet Village Design Guidelines	
<u>IV. U.S. HIGHWAY ONE CORRIDOR</u>	
A. Vehicular Circulation	19.
Traffic Analysis	
Recommendations	
B. Recommended Cross Section	21.
Scenic Corridor Design	
<u>V. WATERWAY ACCESS CORRIDOR</u>	
A. Development Standards	23.
B. Implementation Options	23.
C. Priorities & Next Steps	25.
D. Waterfront Access Design	25.
E. General Design Criteria	26.
F. Implementation Recommendations	28.



II. OVERVIEW & SUMMARY

The Town of Jupiter has undertaken a comprehensive evaluation of its U.S. Highway One/ Intracoastal Waterway Corridor. Specific areas of interest have included the following:

U.S. Highway One Configuration:

including a detailed evaluation of the potential need for roadway widening (6 laning) and associated policies for highway cross sections and for enhancement of the corridor's scenic character.

Waterfront Access:

including provisions to enhance public access to and along the Intracoastal Waterway.

Land Uses and Development Character:

including possible adjustments to existing zoning to avoid undue concentrations of commercial ("strip") development, permit mixed uses where appropriate and tailor development to the unique characteristics which exist within the study area.

The planning process which culminated in this document was preceded by two phases of investigation.

Phase One: Existing Conditions Evaluation

This phase included extensive "stakeholders" interviews and documentation of existing development conditions, trends and proposed projects. In addition detailed analyses were undertaken to determine the possible need and justification for widening of U.S. Highway One.



Phase Two: Concept Development

This phase posed:

Alternative Land Uses-

particularly various alternative mixed use designations.

U.S. Highway One Corridor Design Alternatives- various methods of landscape enhancements as well as pedestrian and bicycle circulation.

Waterfront Access Alternatives -

depicting various potential alignments of waterfront boardwalks and access patterns.

In addition, urban design opportunities were evaluated particularly with respect to the character of special areas such as a potential "village" area along the Jupiter Inlet.

Following public workshops conducted with the Town Council and Planning commission a consensus was derived for a policy direction for each of these variables. This plan document complements previously submitted documentation of Phase One: Existing Conditions Evaluation and Phase Two: Concept Development. Herein are specific policy recommendations summarized as follows:

Land Use and Regulatory Framework

Three specific new mixed use districts are proposed:

INLET VILLAGE - described as a compact mixed use redevelopment area with unique historic and scenic attributes.

INDIANTOWN ROAD MIXED USE DISTRICT- a special node of commercial activity on U.S. Highway One in the vicinity of Indiantown Road

U.S. ONE HIGHWAY / INTRACOASTAL WATERWAY MIXED USE DISTRICT - to the south replacing existing C3 zoning with a residential orientation.

U. S. Highway One Element

Specific recommendations are to retain the present 4 lane configuration south of Indiantown Road with some intersection modifications and do not modify the segment north of Indiantown Road until the Inlet Bridge is scheduled for widening. Establish a scenic corridor, revising the 4 lane rural cross section to an urban cross section with curb and gutter and incorporate a 50' pedestrian corridor south of Indiantown Road along the western side of the road.

Intracoastal Waterway Access Corridor

Ensure public access to and along the water's edge with the following specific components; Waterfront Public Walkway, Upland Connections, Supplemental Public Access Areas and Visual Corridors offering unobstructed views of the water from the U.S. Highway One Corridor.

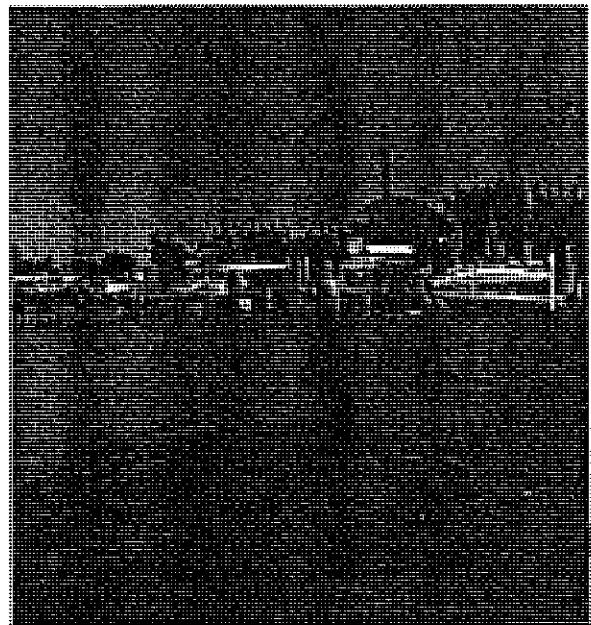
III. LAND USE & DEVELOPMENT FRAMEWORK

A. OVERVIEW OF PROPOSED LAND USE POLICY

As previously documented much of the study area contained within the U.S. Highway One/ Intracoastal Waterway Corridor is "built out" or subject to certain policy "givens" such as the park and conservation lands maintained by Palm Beach County. Although in some cases zoning designations for such areas must be modified to reflect their use restrictions, such areas are not a major focus of land use policy.

Described in detail below are three sub-areas where it is both necessary and appropriate to modify land use and development regulations to advance one or more of the following public purposes:

- * To allow greater flexibility in accommodating mixed uses and proposed development initiatives.
- * To avoid unnecessary and inappropriate concentrations of commercial or office uses.
- * To discourage a strip or suburban auto-orientation.
- * To enhance the scenic character of the U.S. Highway One Corridor and facilitate pedestrian and bicycle usage.
- * To facilitate protection of and public access to and along the scenic Intracoastal waterfront.
- * To encourage and offer incentives for appropriate forms of development and redevelopment which meet these and other public objectives.



INLET VILLAGE DISTRICT:

to encourage a compact, urban mixed use waterfront area celebrating the Town's unique history and the scenic value of the Inlet.

INDIANTOWN ROAD MIXED USE COMMERCIAL DISTRICT:

To provide for an active waterfront commercial oriented district near the high visibility urban intersection of U.S. Highway One and Indiantown Road.

U.S. HIGHWAY ONE MIXED USE RESIDENTIAL DISTRICT:

To avoid an undue concentration of commercial uses, accommodate major proposed developments and to enhance the scenic and public use and character of the U.S. Highway One and Intracoastal Waterway Corridor.

B. DEVELOPMENT FRAMEWORK

The built environment is influenced by three main factors; the local and regional transportation patterns, the economic viability of specific land uses and the constraints imposed by Land Development Regulations (LDR). It is possible for a community to influence the pattern of development by providing LDR modifications to allow or encourage a specific type of development to occur. These changes have a range of administrative and regulatory costs associated with them which need to be considered. The following options reflect the various ways in which communities can choose to modify development regulations to encourage mixed uses. They include a Mixed Use Zoning District, a Mixed Use PUD Overlay and a Mixed Use Overlay.

MIXED USE ZONING DISTRICT:

The first option is to change base zoning to a new district which would mandate that all properties over a certain size (10 acres) provide a prescribed mix of specific land uses. This prescriptive approach is similar to that of the Town's MXD 1 & 2 zoning districts. This approach tends to impose a greater administrative burden and provides somewhat less flexibility to adjust land use provisions to specific development proposals or site conditions.

MIXED USE P.U.D. OVERLAY

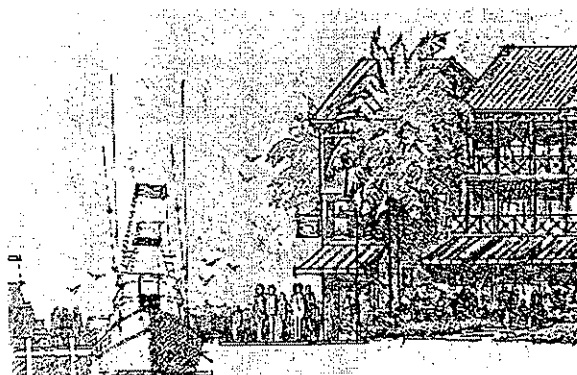
A second option is to retain underlying zoning but to permit applicants to request designation as a Mixed Use P.U.D. This provides the greatest degree of flexibility in tailoring development standards (densities, setbacks etc.) and the mix of uses to site specific development proposals. Once approved, the P.U.D. development order essentially becomes the applicable zoning which runs with the land until amended. The trade off of this high degree of flexibility is the uncertainty of what devel-

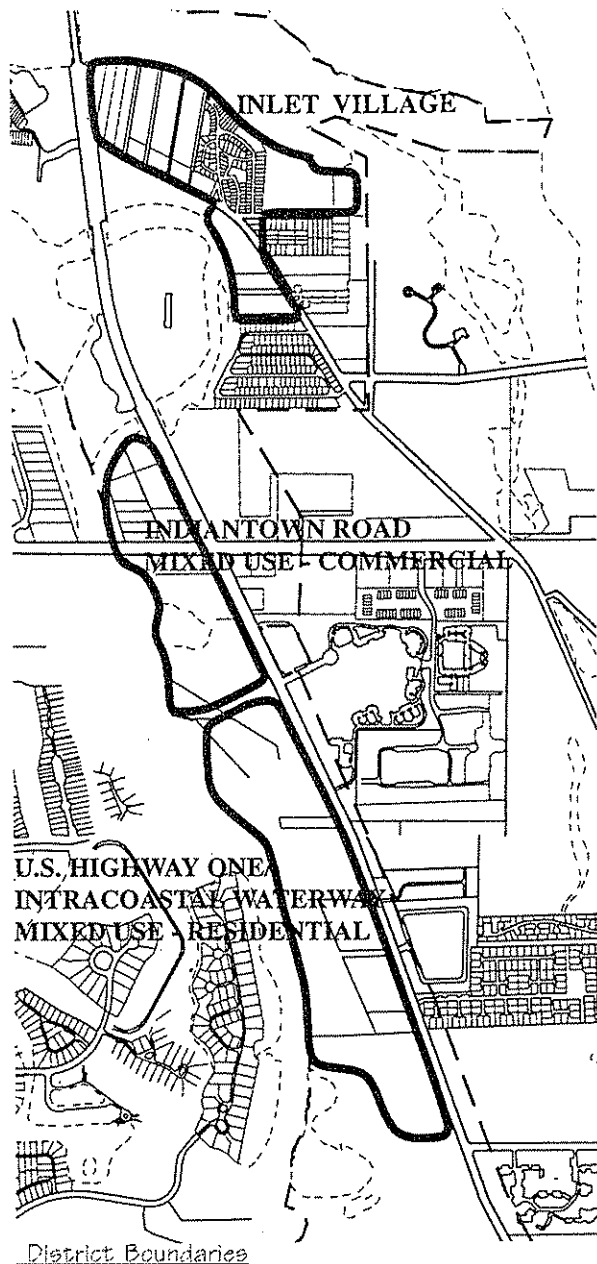
opment patterns would actually result and the possibility that development might actually take a "conventional" approach reflecting existing zoning. Such an approach for U.S. Highway One would not preclude the entire corridor from building out as a commercial strip as allowed by present zoning.

MIXED USE OVERLAY

In this alternative the underlying zoning is retained but amended in some fashion. Such amendments could take the form of added mixed use flexibility, for example, allowing for some residential use in C-3 or some commercial uses in R-3 designations. Similarly, this approach could also modify conventional regulations affecting characteristics such as compactness or density by adjusting standards for parking, open space, site coverage etc.

5





C. INLET VILLAGE DISTRICT DEVELOPMENT CONCEPT

The proposed Inlet Village is one of the oldest original settlement areas in the Town of Jupiter, one which retains remnants of the area's historic waterfront character. Because of its location along the Jupiter Inlet, with expansive views of the lighthouse on the opposite shore, this area is also one of the Town's most

valuable scenic assets and is strategically located for boat traffic at the confluence of the Intracoastal Waterway and Atlantic Ocean via the Inlet. These characteristics of the area, its strategic location, its history as the Town's original settlement and its colorful waterfront character make it a prime opportunity to become village center. Specifically the opportunity exists to create at this location a compact urban scale and level of activity not found in other, more suburban areas of Jupiter.

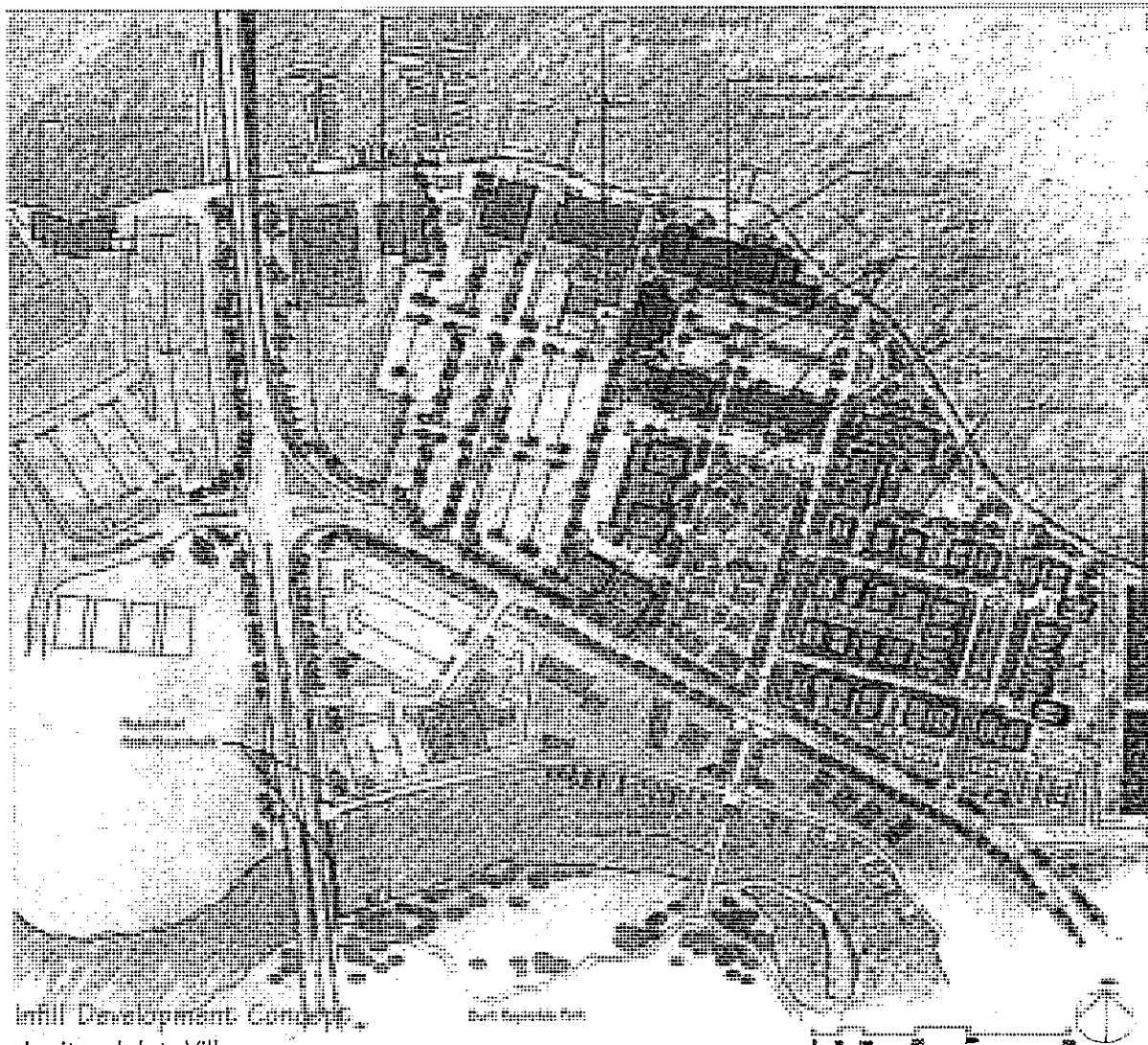
Desirable characteristics :

- A mix of commercial, residential, entertainment, and marine related uses producing day and nighttime activity.
- A pedestrian friendly character with convenient and scenic pedestrian linkages formed by a network of sidewalks, waterfront boardwalks and other linkages.
- A compact "urban" scale and density to minimize walking distances and create a "critical mass" of activity.

Liabilities and constraints :

- "Standard" zoning (i.e. C-2 and R-3) which reflects suburban conditions and precludes a desirable mix of uses.
- Development standards for setbacks, parking and open space which preclude more compact development patterns.
- Fragmentation of property ownership hampering larger scale more efficient development.
- The absence of a traditional "grid" of streets and sidewalks found in an urban village environment.

6



Infill Development Concept
Jupiter Inlet Village

CONCEPT ALTERNATIVES

In order to depict the possible characteristics and program of uses associated with the redevelopment of the Inlet Village, two redevelopment concepts are depicted.

Infill Development Concept is a "minimum" scheme indicating new development on sites considered to be underutilized, but without alteration to street parking or existing stable uses.

Major Redevelopment Concept depicts more significant changes and improvements within the district with substantial changes to streets and streetscapes, redevelopment of

existing activities such as marina services and dry rack storage and the creation of shared parking in one or more garages.

Infill Development Concept

Key elements of the Infill Redevelopment Concept are as follows:

Jupiter Inlet Walkway / Streetscape Improvements

A key to the development of a village environment is the creation of a pedestrian orientation and a spine of activity. A continuous waterfront pedestrian walkway is proposed to

7

link all existing and new waterfront developments including restaurant / entertainment attractions and residential development. This waterfront walking experience of approximately ½ mile links to a north south streetscape spine on Clemens Street, which then links to the walkway system to the south via either a pedestrian walk directly across the lagoon to Burt Reynolds Park or along a "lagoon walk" connecting to a pedestrian crossing over the existing U. S. Highway One bridge.

Waterfront Commercial / Entertainment

The continuous flow of people along the scenic inlet walkway acts to create a new image and a "draw" for the village, thus becoming a catalyst for additional waterfront uses; further increasing the "critical mass" of activity that defines a true village center. The depicted additional waterfront building could accommodate approximately 35,000 square feet of restaurant / entertainment uses at ground level, plus up to an additional 40,000 square feet of professional services type office space on optional second and third floors.

"Village Commercial" Area

On presently underutilized sites between the eastern edge of the existing restaurant parking lots and Clemens Street are depicted infill commercial structures of 2-4 stories. Uses would include ground level retail including local convenience goods and services as well as specialty items including crafts, art galleries and similar activities oriented to leisure shopping and "browsing" activities. Approximately 35,000 square feet of such activity would be provided at ground level. On upper levels a mix of professional offices and / or apartments would compliment the balance of day and nighttime activity and total up to an additional 85,000 square feet.

Parking is supplied in a series of linked lots and spaces under the building footprints. However, the immediate proximity to the existing restaurant parking lots, which remain largely vacant during normal working hours, provides an excellent opportunity for shared parking.

Village Cluster Residential

To the east of Clemens Street the site of the existing trailer park is depicted as a compact in-town cluster of multi-family housing; a source of day and nighttime activity in the village and particularly, along the waterfront walkway. In fact, the walkway is depicted as terminating in a picturesque "village square" green space facing the inlet waterfront. Approximately 200 units are depicted in predominantly low rise 3-4 story structures.

Major Redevelopment Concept

Key elements of the Major Redevelopment Concept are as follows:

Circulation Improvements

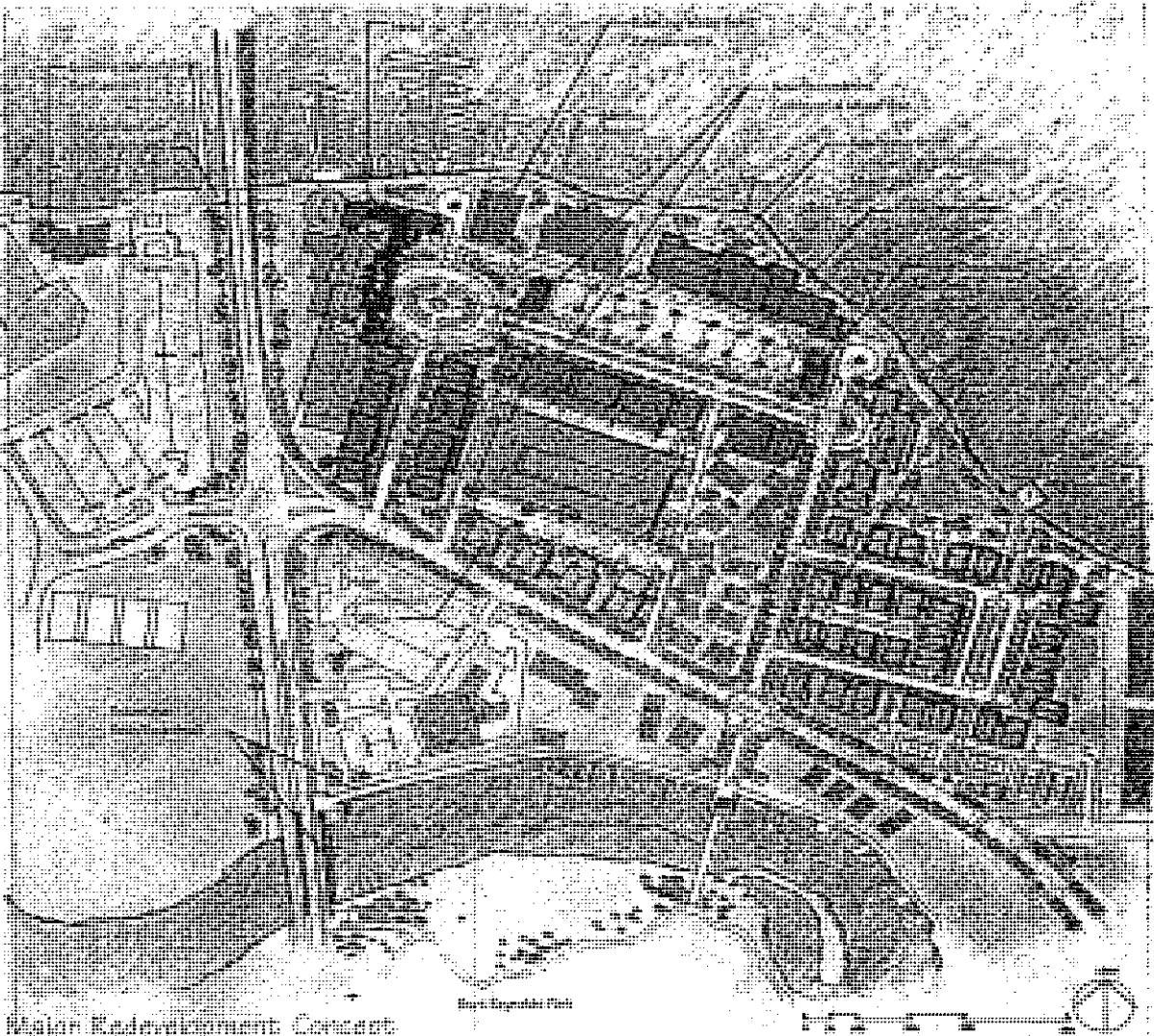
In addition to the continuous waterfront walkway, streetscape improvements and the extended Clemens Street pedestrian axis linked to Burt Reynolds Park, this concept incorporates a new, axial east-west roadway. "Jupiter Village Boulevard" is proposed to provide improved east-west pedestrian and vehicular circulation with focal plazas and signature structures "terminating" the two ends of the boulevard.

Waterfront Commercial / Entertainment

The expansion of waterfront commercial and entertainment uses is depicted to occur in similar fashion to that depicted for the Infill Development Concept.

"Village Commercial" Area

The concept of mixed ground level neighborhood or specialty retail at ground level with offices



Major Redevelopment Concept
Jupiter Inlet Village

or residential above, as depicted on the Infill Development Concept is expanded and given more formal street-oriented arrangements along Yarborough Street and Jupiter Inlet Boulevard. In a pattern which surrounds and screens from view the central shared parking garage, a total of approximately 75,000 square feet of ground level retail and up to 175,000 square feet of upper level office and/or residential development could be accommodated.

Shared Parking

Completely hidden from view from A1A,

Yarborough Street and Jupiter Inlet Boulevard is a proposed 180' x 360' parking deck. If built at 2 levels above grade, the garage would accommodate approximately 600 cars, enabling a substantial reduction in surface parking lots and the resulting increased development compactness. By combining mixed uses such as professional offices, retail and entertainment, their variable peak parking demand periods allow for efficient shared parking facilities where parking demand for each use can be satisfied with fewer spaces. The available on-street parking along Yarborough Street, Inlet Boulevard will permit further reductions in neces-

9

sary on site parking. However as depicted, waterfront restaurants and entertainment activities will continue to require a reasonable proportion of their parking be provided in surface lots immediately adjacent to building entrances, particularly for valet operations.

A1A Commercial

On the north side of A1A between Cramer and Love Streets are depicted as several commercial structures of up to 3 story buildings totaling approximately 60,000 square feet.

Hotel

The market support for a prospective hotel has not been confirmed as part of this planning exercise. However, such use could further enhance the critical mass of visitor activity, drawn by the unique village environment, the scenic waterfront walkway, entertainment and shopping attractions and the immediately adjacent marina. Depicted as an architectural "anchor" to Jupiter Inlet Boulevard, the hotel could accommodate 200 to 300 rooms on 5 to 8 floors, up to approximately 160,000 including square footage for lobby, restaurant, meeting rooms, health and exercise, etc.

Village Cluster Residential

As in the Infill Development Concept the site of the former trailer park is converted into a compact predominantly low scale, 3-4 story residential enclave, with approximately 200 dwelling units. However, to take advantage of the new Jupiter Inlet Boulevard a mid rise (up to 6 stories) residential structure is positioned at the eastern boulevard terminus.

County Outparcel Sites:

In the vicinity of the proposed Inlet Village south of SR A1A exists an area of unincorporated Palm Beach County, including the substantial office structure at the U.S. Highway

One and A1A intersection. The present land use character is mixed use, comprising office as well as older commercial, residential and motel uses. Such uses are considered compatible with the redevelopment concept for the Inlet Village. However, as new investment and intensification occurs in the Inlet Village, redevelopment pressures can be expected to be exerted on the County areas. Therefore to properly guide this potential redevelopment in a manner consistent with the concept for the Inlet Village, Palm Beach County should be encouraged to apply mixed use districts in a similar pattern to those proposed herein, extending south across A1A from the Inlet Village. Specifically, the area to the east of an extended Clemens Street is constrained by shallow property depths and is now largely residential in scale. This area should be encouraged to become an extension of the village cluster residential enclave with townhouse and garden apartment residential use and provisions for public pedestrian access and small boat access along a waterfront walkway. To the west of the extended Clemens Street properties become deeper and are influenced by the intensity and scale of the existing office structure. Commercial/office/residential mixed uses are appropriate in this area.

IMPLEMENTATION STRATEGIES

The following describes three alternative approaches to the implementation of the vision of the Inlet Village:

Minimum Action Regulatory Incentives

This option relies solely on modifications to zoning and development regulations alone. An overlay zone would permit certain types of mixed uses in the underlying zones, such as residential in C-2 and/or certain types of compatible neighborhood commercial in R-3. In addition development standards would be altered to achieve a higher density, compact

ness and pedestrian scale suitable for an urban village environment. These "incentive" measures would, in turn be coupled with requirements for providing public waterfront access via a boardwalk along the Inlet. No direct capital investments or other strategic initiatives would be made by the Town.

Limited Investments / Special Taxing District

In this option the Town would go beyond the minimal regulatory modifications to execute certain capital improvements as catalysts for private investments including:

- A boardwalk/ walkway along the Inlet from the U.S. Highway One bridge eastward. North - South pathway linkages to the Burt Reynolds Park and the walkway system extending to the south.
- An internal roadway midway between Jupiter inlet and AIA. (Parallel to AIA.)

Funding could be from a combination of grant sources (F.I.N.D., ISTEA and others) and contributions by property owners made through a special taxing district.

Community Redevelopment Area (CRA) Designation

The establishment of a Community Redevelopment Area as provided under Chapter 163.340 Florida Statutes provides for certain redevelopment tools, most significant of which are:

- Powers of eminent domain (to be used for property assembly or reassignment)
- Tax increment financing
Unlike a special taxing district this method derives revenues by allocating the increasing tax revenue (increment) associated with rising property values to a special redevelopment trust fund which is

used to finance improvements necessary to stimulate redevelopment.

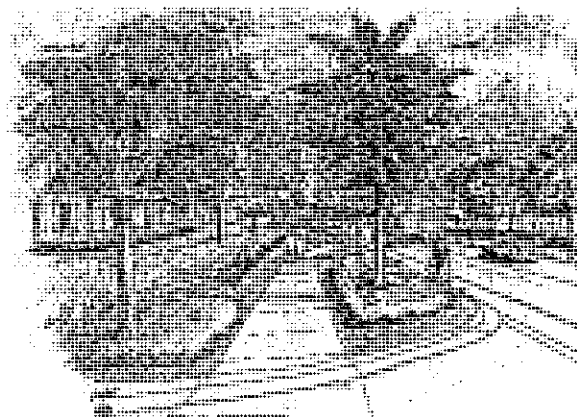
In general the steps to be taken in pursuing this implementation strategy include the following:

Finding of Necessity

Chapter 163.355 requires that local government must find that there exist conditions which necessitate redevelopment. Such conditions are broadly defined to include physical deterioration of structures, inadequate infrastructure systems, congested roadways, inadequate parking, deteriorated site conditions and inefficient lot patterns. In certain Home Rule counties, Findings of Necessities must also be made and redevelopment powers transferred by County Commission action.

Community Redevelopment Agency

Following ordinance or resolution establishing the Finding of Necessity, the Town Council should create a Community Redevelopment Agency (CRA) charged with creating and implementing a community redevelopment plan. The Town Council has the option of appointing an independent body to become the CRA or to name the Town Council (governing body) as the CRA.



Community Redevelopment Plan

The Community Redevelopment Agency will prepare a community redevelopment plan containing those elements mandated by statute, including elements dealing with land use, financing, relocation and other components. Following confirmation by the local planning agency that the community redevelopment plan is consistent with the Town's Comprehensive Plan, plan implementation can proceed.

Redevelopment Implementation

Specific steps in the redevelopment implementation process may include one or all of the following:

- Creation of a Redevelopment Trust Fund for receipt of tax increment revenues.
- Issuance of redevelopment bonds, bond anticipation notes or other finance mechanisms.
- Property acquisition or assembly (selective or optional) and relocation assistance (as necessary).
- Installation of capital improvements (roads, shared parking facilities, civic amenities, boardwalks, etc.)
- Selection of developers and private investment.

CRA - Pros and Cons:

Although some 40 or more Florida communities are currently pursuing redevelopment with community redevelopment areas according to the process established by Chapter 163, Part III, certain aspects of this process can become controversial and divisive if the associated "Pros and Cons" are not fully understood and weighed in advance.

CONS:

- * Some may object to the declaration of "slum" or "blight" required in making an initial Finding of Necessity. It should be recognized that under definitions contained in state law, traffic congestion

alone can constitute "blight".

Similarly, it should be recognized that such popular areas as Mizner Park in Boca Raton are within areas found to include "slum and blight" conditions.

Tax increment financing will divert any increased tax revenues away from the general fund.

Some property owners may object to the potential use of the power of eminent domain to bring about property assemblies.

Some may object to the perceived additional layer of government represented by the community redevelopment agency. However, most CRA'S are simply the local governing bodies (council) sitting as the CRA.

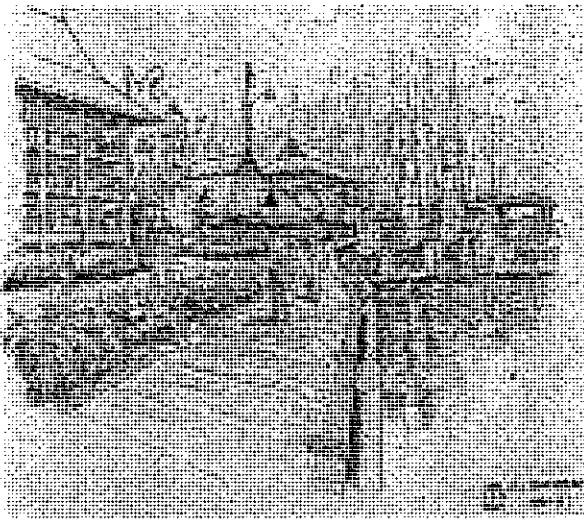
PROS:

* The Chapter 163/CRA process is the only means to gain the use of the power of eminent domain for redevelopment purposes; which, in turn is the only means of directly causing property assemblies and dispositions to development entities.

* Tax increment financing as provided exclusively through the Chapter 163/CRA process, is not an "additional" tax as in a special taxing district, but is a reallocation of additional tax revenues resulting from an expanded tax base in the redevelopment area.

* Bonded indebtedness supported by the tax increment revenue stream does not rely upon the full faith and credit of local government nor does it affect the debt limits of local government.

* Tax increment financing reallocates to the local redevelopment trust fund, revenues that would be otherwise allocated to Palm Beach County and some other units of government.



RECOMMENDED PROVISIONS

It is possible to conceive of a future development pattern in the Inlet Village which would include major redevelopment and revitalization coupled with public investment in boardwalks, streetscape linkages and a reservoir of shared (garage) parking. It is also possible to envision major revisions to the development codes to greatly reduce on-site parking requirements and/or increase development densities and compactness. In the interim it is appropriate to provide a vehicle to afford some flexibility regarding certain provisions of the underlying C-2 and R-3 zoning. This assumes the compliance of the intent of the objectives of the Inlet Village Development Concept. Specifically the purpose of the following recommended regulatory modifications is to provide limited opportunities for mixed use and for increased levels of compactness suitable to an urban village environment.

In an overlay to present applicable C-2 and R-3 zoning, permit in accordance with appropriate application and review requirements the following regulatory modifications:

- * Permit limited commercial in R-3 (trailer park) similar to the use provisions of MXD-2.

- * Permit residential development (R-3) within present C-2 zoning.
- * Increase development compactness by waiving setbacks at property lines with the consent of adjacent owners.
- * Reduce applicable parking requirements by up to 25% upon adequate demonstration of lessened parking needs associated with shared parking, on-street parking or use of other transportation modes.
- * Require provisions of a waterfront boardwalk or easement.
- * Permit increased development density by increasing maximum site coverage from 35% to 50%.

13

D. INDIANTOWN ROAD MIXED USE COMMERCIAL DISTRICT

DEVELOPMENT CONCEPT

This area, presently zoned C-2 extends from the Chamber of Commerce facility to the site of the marina within the planned Colleoni Mixed Use development. Located entirely on the west side of U.S. Highway One, this area is intended as a "node" of intensive development of predominantly commercial development with an active, continuous boardwalk linkage. Specifically envisioned are a collection of related waterfront and water related commercial uses, particularly entertainment attractions and restaurants with an orientation to the Intra-coastal Waterway and high visibility at this key intersection. This will link the public spaces and marina related commercial uses along a "walkable" compact urban waterfront corridor. Certain provisions of the present IOZ covering signage regulations would continue to apply to this area.

In addition it is recommended that consideration be given to acquisition of the "Piat" property for expanded waterfront access. Although it is not anticipated that residential

activity will be significant in this district, such use may be considered by special exception where appropriate and complimentary to the adjacent mix of uses.

RECOMMENDED PROVISIONS

- * Discourage auto-oriented and other inappropriate commercial use provisions by applying those uses permitted under the proposed MXD-2 ordinance.
- * Require waterfront corridor development and linkages.
- * Require 50' U.S. Highway One Scenic Corridor development south of the Indiantown Road intersection.

BRIO BEACH CLUB & BENEATH BRIDGE RECOMMENDATIONS

This area presents an unique opportunity for redevelopment within this district. Listed below is some land use and urban design criteria specifically for this area.

- * A mixture of commercial and entertainment uses are recommended, including restaurants, specialty retail and office. All such uses should be linked, north and south of the bridge by the Intracoastal waterfront walkway. The existing bank with daytime business hours (if it remains) will permit efficient shared parking with evening entertainment uses.
- * Building setbacks from U.S. Highway One and Indiantown Road will be maintained as no less than 15 feet.
- * "Auto Urban" users should be discouraged including convenience stores, service stations, fast food or any uses with the "drive through" facilities.

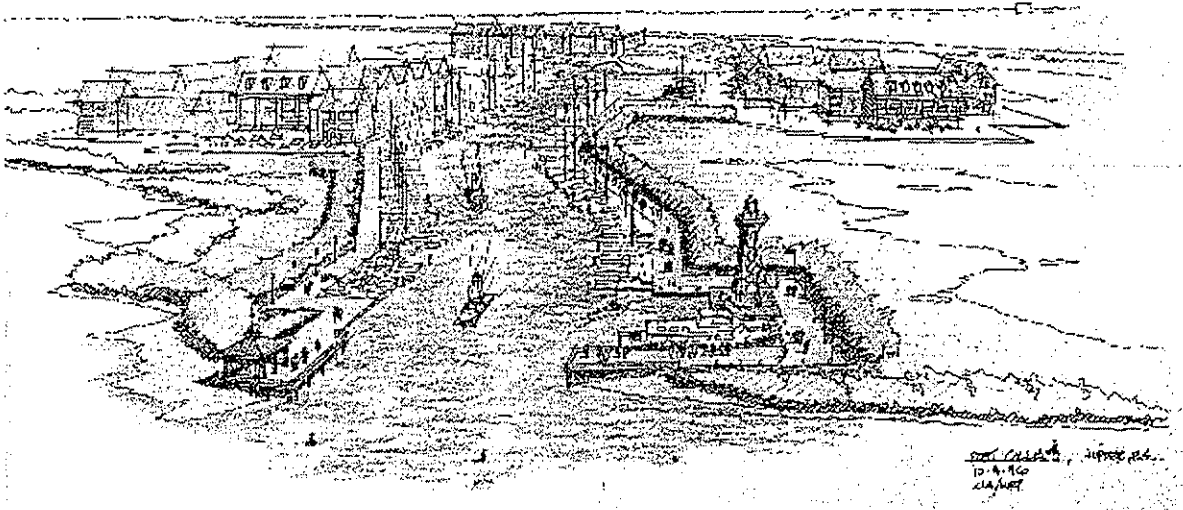
A continuous public walkway shall be provided through the site, extending from Coastal Way (the roadway under pass beneath Indiantown Road) between the waterway and the development. This walkway shall connect to the proposed pedestrian walkway on the west side of U.S. Highway One bridge spanning the waterway to the north of this site. (Note the need for a pedestrian crossing to Burt Reynolds Park). Where the walkway crosses vehicular driveways, crosswalk markings and traffic controls are recommended.

Architectural character shall be in accordance with the criteria established herein for the U.S. Highway One corridor area. Florida Vernacular architectural style is recommended as a design theme. The following design features are recommended:

- * Sloped gabled or hipped roof forms, with a min. 4:12 pitch
- * Large window openings, emphasizing vertical proportions.
- * Public covered arcades, entrances and deck areas, with colonnade or porch like character. Upper level decks and windows providing views of the water.
- * Roof dormers with windows or louvered vents to accent roofscape.

Recommended building materials are stucco, clapboard or brick, with painted timber or ironwork colonnades, frame work and trim. Standing seam metal or shingle sloped roofing materials are recommended.

- * IOZ sign guidelines shall apply modified as follows:
 - * Animated signs with mechanically moving armatures or rotating parts should be prohibited. Individual dimensional lettering (cut-out profiles, including neon) are preferred.
 - * Signs should be mounted on building walls or supported by standards of limited height (to 20 feet). Roof-top mounted signs should be prohibited.
 - * Accent lighting of buildings should be encouraged, including floodlighting of special building features and "Tivoli" lights. Tall highway type "cobra head" fixtures are discouraged and fixtures shall not exceed 25 feet. Special consideration should be paid to the effect of reflected light as seen across the water from residential areas west of the waterway and from traffic approaching from across the new Indiantown Road bridge. Site area lighting shall be designed to minimize glare, utilizing "cut-off" type fixtures.
 - * Mechanical equipment shall be screened from view, including both roof top and ground mounted units. Sight lines from existing public roadways (U.S. Highway One and Indiantown Road) and from the Intracoastal Waterway shall be taken into consideration when planning visual screening elements. The character of roof profiles and visual screening is particularly important because this site occupies a "gateway" location and will be seen from the higher elevations of the Indiantown Road fixed span bridge.
 - * Service areas, trash compactors, dumpsters, outdoor refrigeration units and other service equipment shall be screened from public view through the use of landscaping, walls and fences and designed with materials and colors coordinated with the building architecture.
 - * Building height shall be limited to three stories, not including sloped roof elements. Parking at or below grade shall not be included in the calculation of building height. A single architectural tower feature to establish highway visibility for the commercial development (not a pylon sign) should be permitted, pending approval based on appropriate design character. Other existing ordinance sign controls may apply.
- The area beneath Indiantown Road is an opportunity in that it functions as a key pedestrian waterfront linkage between Intracoastal Waterway walkway segments extending to the north and the south. However, this linkage can only be realized if it is well used and perceived as safe. Consequently the walkway under the bridge must be designed to be comfortable in scale and consistent with the boardwalk general design criteria contained herein. Because of its "crossroads" characteristic this area beneath the bridge offers an excellent opportunity for the expansion of shared parking. Specifically, the improvements under the bridge must be designed to incorporate principles of crime prevention through environmental design (CPTED), otherwise known as "defensible space".
- These principles include:
- * Clear, straight lines of sight through the site from adjacent properties and streets.



16

- * Absence of hedges, fences or other potential blind spots.
- * Ample lighting for nighttime comfort but without the "security lighting" image of overly bright sodium vapor fixtures.
- * Encouragement of pedestrian activity by appropriate siting of underbridge parking, boat tie-ups and, during week end or peak activity periods, vendor carts.

E. U.S. HIGHWAY ONE MIXED USE RESIDENTIAL DISTRICT

DEVELOPMENT CONCEPT

Presently zoned C-3 this area extending southward on the west side of U.S. Highway One has significant portions that are undeveloped but includes fragmented uses including offices, commercial and hotel. The bulk of this area however, includes the proposed Colleoni development (south of the proposed marina) as well as the proposed Mangrove Bay development. Key elements of the development concept are to:

- * Avoid undue concentrations of commercial / office development permitted under C-3.
- * Encourage residential uses compatible with such uses on the east side of U.S. Highway One and with the conservation areas to the south.
- * Provide for scenic buffer treatments along U.S. Highway One.
- * Provide for scenic protection and public access linkages to and along the Intracoastal Waterway.
- * Provide for reasonably efficient and compact multifamily housing densities.

RECOMMENDED PROVISIONS

- * On sites over 10 acres provide for a maximum of 50 % commercial use with uses limited to those in MXD-2.
- * On sites over 10 acres permit up to 100 % residential use at up to 15 units per acre. ACLF may be permitted a density bonus at the discretion of the Town Council up to 20 units per gross acre as provided for in the Comprehensive Plan.
- * Require waterfront corridor development and linkages.
- * Require 50' U.S. Highway One Scenic Corridor development.

F. ALTERNATE AIA

The small strip of land located east of Alternate AIA included in the study area is located on the water and adjacent to an old marina site. The suggested land uses would include water oriented uses which maintain the current scale of structures and does not impair the important visual corridor to the lighthouse. Where possible both visual and public access should be provided to the water's edge.

G. URBAN DESIGN

The U. S. Highway one/ Intracoastal Waterway Study area includes a variety of districts with opportunities to enhance existing or develop distinctive character but it is important that there be a unifying element that can tie the various areas together and identify the entire area as an unique and distinct place. This unifying element is the waterfront walkway corridor and the U.S. Highway One scenic corridor which will run through the entire area.

The waterfront walkway is conceived as a key linkage element connecting special activity areas much as a "string of pearls". The palette of colors, materials and design details used in the boardwalk design and in appurtenances such as lighting fixture, signage and graphics, interpretive panels and adjacent landscape will act as a unifying thematic design tool.

Similarly the design concept for the U.S. Highway One Corridor is that of a lushly landscaped scenic corridor which also will have an associated "palette" of repeated landscape elements, combining color, scale and texture variations in a rhythmic pattern thus affording an unique set of visual experiences as one walks, bicycles or drives along the corridor.



17

GENERAL DESIGN GUIDELINES

applicable to each of the three subareas.

Roof Forms

Variable pitched, gabled or hip roofs are preferred. Flat and mansard roofs are discouraged.

Pedestrian Scale

Architectural elements at the ground level including arcades, cornices, seat walls, fenestration patterns, detailing and other devices which enhance pedestrian scale and comfort are encouraged.

Styles

No specific architectural styles are mandated. Styles generally interpreted as "vernacular", "old Florida", "seaside", Mediterranean and other similar styles, particularly adapted to local climate, history and a relaxed lifestyle in a coastal environment are encouraged. Highly ornamented facades and styles that are clearly out of context are discouraged, including colonial, tudor, oriental, New Orleans, and similar styles associated with specific geographic areas or cultures foreign to south Florida.

Height

35 feet above base flood elevation. Structures up to 8 stories may be approved subject to design review and adequate separation from waterfront edges and U.S. Highway One scenic corridor buffers.

Building Materials

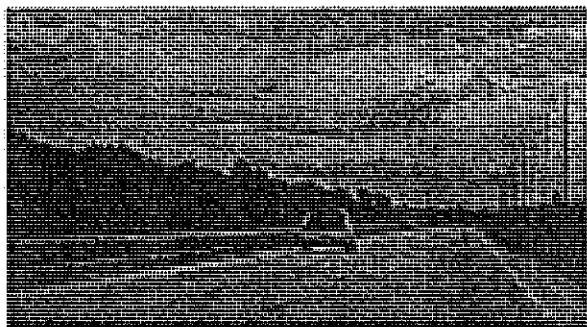
Stucco, wood (painted or light stained) and similar materials commonly in use in South Florida. Standing seam metal, tile (flat or barrel) or wood shakes preferred for roof materials.

Screening

Mechanical equipment and satellite dishes over 3' diameter should be screened.

Discouraged Materials and Elements

- * Excessively brilliant, reflective or dark materials, colors or stains
- * "Simulated" brick or stone work
- * Metal and glass "curtain wall" construction
- * Unfenestrated and unarticulated (blank) facades
- * Exposed or unfinished concrete or concrete block



IV. U.S. HIGHWAY ONE CORRIDOR

This unique corridor represents an opportunity for the Town of Jupiter to enhance the natural landscape character, preserve the environmentally sensitive areas and to provide a pedestrian/bicycle path system for the length of the corridor without greatly compromising the area's roadway system.

A. VEHICULAR CIRCULATION

One of the primary purposes of this study is to determine whether the six laning of U.S. One within its boundaries will be necessary or could the roadway be maintained as a four lane facility indefinitely. The Florida Department of Transportation (FDOT) is currently in the process of designing this US One Corridor as a six lane facility from Parker Bridge to Indiantown Road. The current construction of the new Indiantown Road Bridge at the Intracoastal Waterway includes widening of the intersection at US One and the widening of the approaches of the latter to six lanes.

The following represents a summary of the traffic engineer's analysis of the existing and projected traffic conditions along this U.S. One Corridor and to provide possible viable strategies to maintain the four lane configuration.

The traffic engineer used data provided by the Palm Beach County MPO, Palm Beach County Traffic Department, and the FDOT's traffic analyses tool ART-PLAN was utilized for the corridor analysis. All the detailed data and assumptions have been previously provided in the Phase 1 & 2 report appendix.

TRAFFIC ANALYSIS

The ART-PLAN ANALYSIS conducted for this study included the following scenarios:

A. EXISTING CONDITIONS: four lane configuration and existing intersection geometry, existing number of signalized intersections, signal timings and AADT. (Assumes U.S. One and 706 intersection with pre-reconstruction reconfiguration.)

B. FUTURE 2015 CONDITIONS W/4 LANES: existing geometrics, no increase in the number of signalized intersections and year 2015 AADT. (Assumes U.S. One and 706 intersection with pre-reconstruction configuration.)

C. FUTURE 2015 CONDITIONS W/4 LANES & INTERSECTION IMPROVEMENTS: assumes no new signalized intersections but existing intersection would be improved to provide three through lanes in each direction on U.S. One at the intersections.

D. FUTURE 2015 CONDITIONS W/4 LANES & 6 SIGNALS: assumes two signalized intersections will be added to the north & south of Marcinski Rd. No other intersections improvements are assumed. (Assumes U.S. One and 706 intersection with pre-reconstruction configuration.)

E. FUTURE 2015 CONDITIONS W/4 LANES &

6 SIGNALS & INTERSECTION IMPROVEMENTS: assumes two signalized intersections will be added and existing intersections will be improved to enhance operations to provide three through lanes in each direction on U.S. One at the intersections.

F. FUTURE 2015 CONDITIONS W/6 LANES & 6 SIGNALS: assumes that the U.S. One Corridor will be six lanes with the addition of two signalized intersections. The results of the ART PLAN analysis are outlined below:

CONDITION	ARTERIAL LEVEL OF SERVICE
A. EXISTING CONDITIONS	A.
B. FUTURE 2015 (As Is)	F.
C. FUTURE 2015 (4 lanes & 4 signals)	B.
D. FUTURE 2015 (4 lanes & 6 signals)	F.
E. FUTURE 2015 (4 lanes & 6 signals w/intersection improvements).	C.
F. FUTURE 2015 (6 lanes & 6 signals)	B.

As indicated, the existing level of service is at acceptable level of service; however, based on current traffic projections the level of service is expected to deteriorate. It is clear from the analysis that the intersections serve as bottlenecks for the traffic flow. The mitigations proposed are to improve the intersection approaches. The improvements proposed include intersection treatments through the addition of add-on and drop-off lanes. The FDOT has established criteria that add-on and drop-off lanes should be added and the minimum distance should be 2000 feet.

RECOMMENDATIONS

Based on the existing data and the localized analyses of the current and projected traffic

on a general areawide and corridor planning basis, the following optional policy recommendations are presented:

1. The Town of Jupiter should seek to establish policy agreement with the MPO and FDOT to maintain a four lane configuration for U.S. One Highway until other area roadway improvements or construction alternatives have been exhausted. Alternately, establish policy to maintain the 4 lane configuration as a permanent situation.

Current modeling projects an increase in traffic volume along the Corridor, U.S. One can be expected to reach level of service D at a later date than other major area roadways, specifically Alternate State Road A1A. This road, currently a four lane road, would require widening to 6 lanes by the year 2010 as per the current development order of the ABACOA project. The Town of Jupiter should petition the MPO to give higher priority to the widening of Alt. A1A. FDOT should be petitioned to construct this widening in the near future. Future fundings from the private developer, ABACOA to be used for other needed improvements in the area.

The MPO is in the process of updating the travel model to a "Lifestyle Model" which will take into account the differences in travel behavior of the retirement households, especially in the home based to work trips. While the model revalidation will not necessarily reduce the actual number of trips in the corridor, it will, however; most likely change the proportion of trips generated by the various land uses.

The preliminary FDOT design work for the six laning of U.S. One currently in process only extends to Indiantown Rd and does not include any improvements north of Indiantown Rd., especially the intersection with SR A1A and the replacement of the four lane drawbridge. It also does not include the replacement of the Parker Bridge to the south. It is important to note that preliminary corridor analyses of US One shows that with the improvements currently being implemented at the 706 Intersection in combination with some minor signal operation enhancements and additional turning lanes at Marcinski Road & Donald Ross Rd. The corridor segment between the southern limits of the Town of Jupiter and south of the intersection with SR A1A will generally operate at Level of Service D or better with current future projected volumes.

The Marcinski bridge alternatives should be looked at as part of the Model Update Study.

A policy to maintain the four lane configuration should convey the need to accept a lower level of service (E or even F) during certain short term periods.

The Town of Jupiter should closely coordinate its efforts with the County and State officials in the Model Revalidation Project.

The Town of Jupiter should establish land development regulations to maintain projected traffic levels at no greater than is currently proposed.

2. The principal access to the large tract of developable land along the west side of US One, south of Ocean Way, can be located approximately midway between Ocean Way and Ocean Bluffs Blvd. This access can be combined with the future access for the County Park along the east side of the corridor. Signalization is an option but this action should be looked at in more detail prior to recommendation. It may be possible to install a semi-actuated control system, especially for the northbound left turn vehicles. The ART PLAN analysis considered this signal as a part of the future signal system.

3. While bicycle and pedestrian paths are essential components of the proposed U.S. Highway One scenic corridor concept, conflicts with present high speed traffic necessitate ample separation. Safety considerations may also warrant reducing the speed limit to 45 MPH along the U.S. Highway One in this area.

21

B. RECOMMENDED CROSS SECTION

Three alternative U.S. One Highway cross sections were presented to the public, the Planning & Zoning Board and Town Council and there was an overwhelming recommendation that the corridor cross section should remain four lanes but should be altered from a rural cross section to an urban cross section with curb and gutter. This will allow canopy trees to be planted within four feet of the travel lane which can provide a buffer to the pedestrian and act as a traffic calming device.



SCENIC CORRIDOR DESIGNATION

The U.S. One Highway corridor within this study area currently has a mix of scenic characteristics. Commercial development dominates north of Indiantown Road and Residential development dominates the majority of the eastern edge of the corridor until you reach the undeveloped PBC park property. The dominate landscape characteristic of these developed parcels is the typical small strip of lawn and ornamental plant materials. The undeveloped parcels within the corridor are what provide the predominant scenic character. The scrub oak, sand pine and palmetto upland vegetation should be enhanced with additional scrub community plant material and native canopy trees.

All of the cross section alternatives presented included a minimum 50' pedestrian corridor south of Indiantown Road along the western side of the road to the PBC property where the corridor would cross the road and continue south on the eastern side of the road, connecting to the existing 5' walk which runs in front of the developed parcels south of the proposed park. The exact location of this crossing would require further development and coordination with the proposed development of the park property and traffic improvement plans. The 50' corridor

will allow the necessary area to develop a 10' min. path for pedestrians and bicyclists with a buffer of naturalized plantings to buffer the adjacent traffic.

The recommended 4 lane cross section would incorporate the 50' pedestrian corridor, with 21' being located within the existing ROW and a 29' landscape buffer on adjacent private property. This buffer could be established through development standards and the property owner would be required to enhance and maintain the landscape per design guidelines. In addition a 4' bikeway on the roadway would be provided adjacent to the travel lane for the bicyclist who chooses to share the pavement with the automobiles. The Town should closely coordinate the design of the cross section with FDOT. This coordination should include agreements with respect to the cross section configuration which would permit the possible widening of the roadway to six lanes at some future date (beyond year 2010), as absolutely warranted and with a possible change in MPO and FDOT policy in the future. The implementation costs and responsibilities should be established as soon as possible.

V. WATERWAY ACCESS CORRIDOR

The waterfront contained within this study area has been identified as an important resource for the community. The following outlines options to ensure the public's access and a pleasant pedestrian environment to and along the water's edge.

A. DEVELOPMENT STANDARDS

Development standards adapted within the regulatory framework should require specific components of public access to be provided. Recommended components are:

Waterfront Public Walkway - a path or boardwalk generally parallel to and along the water's edge with connections to adjacent property's waterfront walkway.

Upland Connection - a walkway that connects the waterfront to the U.S. Highway One pedestrian corridor.

Supplemental Public Access Area - a landscaped sitting area where one can view the water. This can simply be a widening of the walkway to allow for site furniture, arcades, plazas or it may be a larger lawn, shaded areas or benches overlooking the water.

Visual Corridors - Locations that offer unobstructed views of the water from the U.S. Highway One corridor.

For each of these components, the general design criteria sets generic standards for size, location and design, which might differ depending on the specific site and proposed use for the site. A commercial site could have a greater degree of interface with this public amenity while a residential site may want some separation from the public walkway. The prop-



erty owners/developers would have the flexibility in deciding how to provide each of these elements, subject to town approval.

In addition the Town should consider the acquisition of the Piate property located adjacent to the active boat ramps for public use, parking and access to this waterway access corridor.

The island located within the F.I.N.D. right of way in this study area should be considered as open space and mangrove mitigation for the development of this public corridor.

B. IMPLEMENTATION OPTIONS

In planning for the success of a waterfront access corridor of the scale proposed for Jupiter, success must be measured by the extent to which the walkway system meets five key objectives, namely:

- * To greatly expand public use of and exposure to the waterfront as a public amenity and recreational activity.
- * To link together various centers of activity offering a viable safe and pleasant alternative travel mode.

- * To contribute to the community's civic self image, contributing a unifying thematic element to enhance a sense of place.
- * To act as a catalyst for private investment in the form of development and redevelopment by virtue of the "value" created by the amenity and activity created by the waterfront walkway.
- * To alter the community's development pattern, fostering a more compact, "connected" relationship among neighboring land uses.

With these key objectives in mind, successful implementation will be determined by a number of factors, namely;

Design & Engineering

- * Creating an appropriate palette of thematic design features.
- * Detailed routing plans to minimize permitting difficulties and ensure an optimum balance and variety of visual expectancies over, along and set back from the water's edge.
- * Careful engineering to ensure safe pedestrian and bicycle use, designating specific sections for shared use.
- * Creative construction design and specifications to balance costs of construction and maintenance with minimum liability associated with public use.

Coordination with Development/Redevelopment

- * Carefully integrating routings so as to complement and provide ease of access to various private developments which it connects.
- * Acting as a proactive redevelopment catalyst in transitional areas.

Finance and Administration:

- * Combining all available external (grant) funding sources for construction.
- * Creating appropriate local administrative mechanisms to determine policies and funding sources for ongoing maintenance, security and operations.

Described below are fundamental choices in approach to the construction of the waterfront walkway system; or largely reliant on the private sector and the other focused on public sector responsibility. It is recommended that the waterfront system be implemented as a collaborative public private partnership. Key areas of public sector responsibility may include:

- * Construction of walkway segments through existing developed property, public properties (parks) and key linkages including along side or under bridges.
- * Preparation of engineering design standards and permitting.
- * Development site plan reviews of private waterfront development to ensure compliance with requirements for public waterfront access.
- * Initiation and administration of organizations to provide maintenance and security.
- * Development or collaborative assistance on those sections of the walkway system which are the most challenging to develop, particularly overwater sections where specific public purposes are served, which will likely be costly and pose permitting difficulties.

Private sector responsibilities are to incorporate and fund construction of waterfront walkway segments to coincide with waterfront development or redevelopment activity.

C. PRIORITIES & NEXT STEPS

The plan for a continuous waterfront walkway system described conceptually herein, requires a multitude of immediate specific coordinated actions for successful implementation. These include:

- * Preparation of grant requests including, but not limited to F.I.N.D., Florida Boating Improvement Fund, FRDAP, and ISTEAD
- * Design and development review of waterfront walkway components of planned developments (Mangrove Bay and Porto Colleoni).
- * Selection of priority "public" boardwalk sections to be followed by final routing, engineering design and permitting.

It is recommended that criteria for selecting priority public boardwalk sections for implementation include those which:

- * Link planned private walkway sections or sections that accommodate optimum walking distances of approxi-

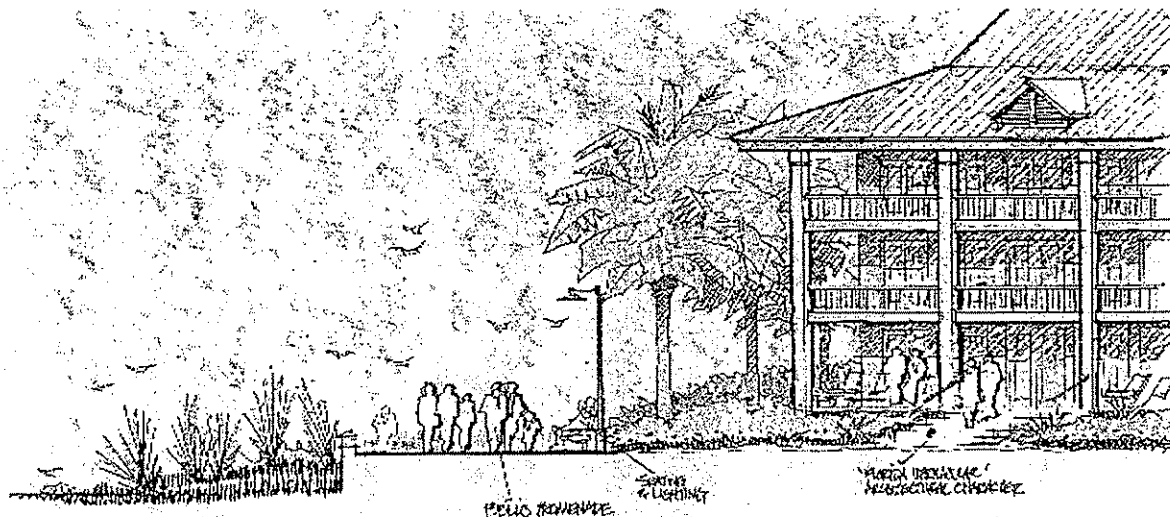
mately 1/2 mile. (e.g., Mangrove Bay to Porto Colleoni to under bridge/Brio Beach area.

- * Link to existing public walkway systems open space (e.g., bridge links to and from Burt Reynolds Park and the Jupiter Ridge preserve site.)

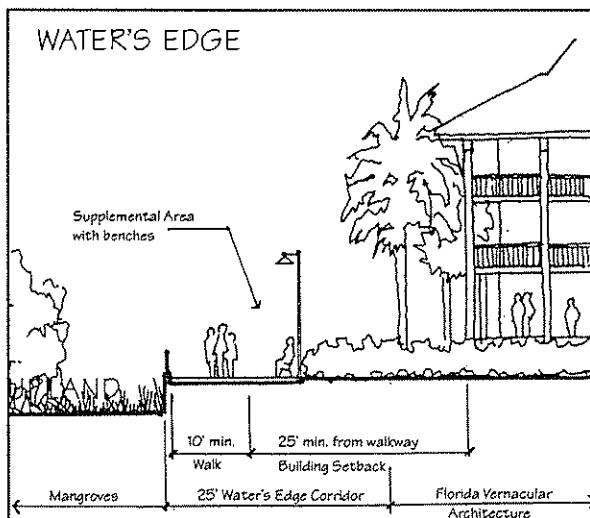
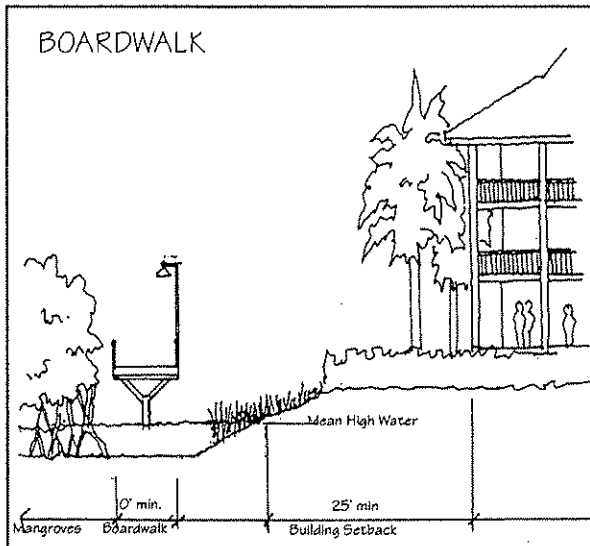
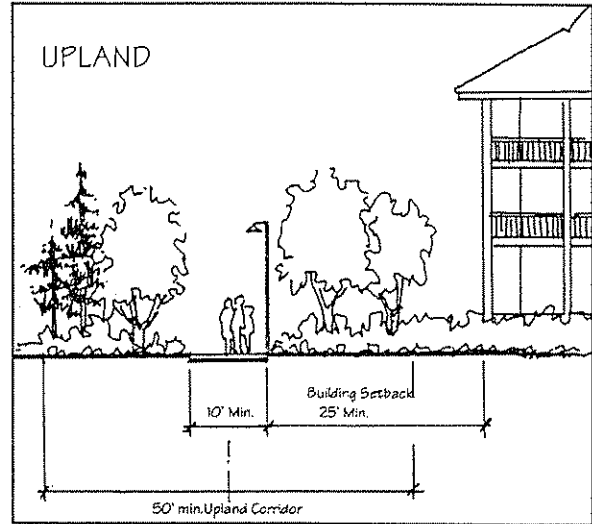
Although the waterfront walkway in the vicinity of the proposed Inlet Village could have the greatest potential effect in leveraging new private development, boardwalk design and funding must be carefully integrated into a more detailed redevelopment plan for this area. In addition, key constraints must be removed in this area (namely the marina service area) prior to implementation of the walkway through the Inlet Village

D. WATERFRONT ACCESS DESIGN

The conceptual routing for the waterfront walkway corridor has been illustrated in diagram form on the Illustrative Plan contained herein. The intent of the routing is to maximize public access to the waterfront and to connect this corridor to the U.S. Highway One Corridor where appropriate. This layout will require further refinement and study to develop a design based on more



site specific existing environmental conditions, cost implications and the ability to permit the access plan. This should be a participatory process involving the community, property owners and permit agencies to develop a plan which will address the special feature that need preservation and enhancement, the physical conditions that will require modification to the generic design standards and to capture that perfect sunset spot.



E. GENERAL DESIGN CRITERIA

The waterfront corridor shall be composed of a 25' scenic easement which shall include a minimum 10' unobstructed walkway, plus a palette of related improvements including lighting, benches, trash receptacles and landscape elements. Various water edge conditions and the responding walkway design shall require variable design sections. For example, a bulkhead edge will usually require a 3-4 foot edge with dock associated appurtenances adjacent to the walkway. A rip rap edge or natural water edge condition usually requires a landscape area or area of separation between the walkway and the water's edge to discourage the public from walking over the rip rap. The Ft Lauderdale Riverwalk is an example of a walkway's response to some of these variable edge conditions. Within the 25' corridor in addition to the min. 10' walkway the following element and activities would be considered compatible and may be allowed or incorporated into the easement are with staff approval:

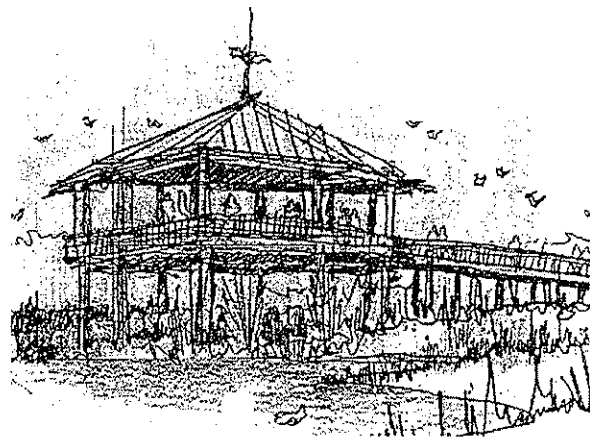
- * Decks, gazebos, pavilions.
- * Site furniture, including benches, lights, trash receptacles, bike racks, kiosk, educational exhibits.
- * Paved areas for activities which will

contribute to the public activity of the corridor, i.e. outdoor dining, vendors etc.

- * Landscape elements including trees, palms, shrubs, pots, landscape lighting.
- * Awning, balconies and building can tilevers or overhangs with a minimum height of 12' may encroach within this easement.

In addition the following general design criteria should be followed as a guideline in developing the detailed design standards.

- * Corridor shall follow the water's edge or extend into the water for a minimum of 50% of the property's frontage.
- * Any upland portion of the corridor shall be a min. of 50' wide for adequate landscape area.
- * For every 300' linear feet on average, an unobstructed view of the water shall be provided by using natural opening, elevated walkway sections or boardwalk segments in the open water.
- * Min. 10' width unobstructed walkway or boardwalk.
- * 25' min. building setback for buildings up to 25' height. The setback shall increase equal to building height. Elements described above as being allowed to encroach upon the easement may encroach within this setback with discretionary approval. Setback may be waived if adjacent use is retail or will contribute to the public activity of the corridor.



Standardized construction materials for similar segments, materials to be selected for durability and ease of maintenance qualities; plastic wood, aluminum, concrete etc.

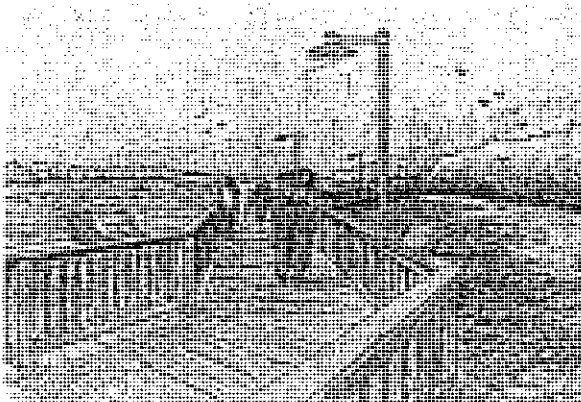
Standardized Lighting - maintain minimum .5 footcandle, necessary for safety and security. Lighting should be designed to light the path only and not overspill on adjacent properties.

Standardized boardwalk decking & railing design - designed to meet ADA & Life Safety Codes. DEP requires 1/2" spacing between deck members to allow for light penetration in certain areas.

Boardwalk shall be constructed in a manner to minimize disturbance and utilize each previously constructed section as a work platform.

- * Boardwalk elevation shall be above mean high water level and meet environmental regulations for light penetration.





IMPLEMENTATION RECOMMENDATIONS

In the initial portion of this chapter we have outlined some of the regulatory framework necessary for implementation. The other critical portion of the implementation equation is the funding. As mentioned earlier one source of funding is the creation of an endowment fund to be funded by the individual developers prior to obtaining development approval.

Other possible funding sources are:

- F.I.N.D. - Waterways Assistance Program
- ISTEA grants
- Pedestrian and Bicycle Safety Program
- The Trust for Private Land - Conservation Services Program
- Florida Recreation Development Assistance Program
- Florida Communities Trust
- Florida Greenways and Trail Program
- Save Our State Environmental Education Grants Program

APPENDIX E

RELEVANT RESOLUTIONS & ORDINANCES

- RESOLUTION 1-12 CRA PLAN AMENDMENT (2012)
- RESOLUTION 22-11 CRA BOUNDARY CHANGE
- ORDINANCE 60-01 CONCERNING COMMUNITY REDEVELOPMENT AGENCY WITHIN TOWN

RESOLUTION NO. 1 - 12

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF JUPITER, FLORIDA, ADOPTING AN AMENDMENT TO THE TOWN OF JUPITER'S COMMUNITY REDEVELOPMENT PLAN; PROVIDING FOR THE EXPANSION OF THE BOUNDARIES OF THE COMMUNITY REDEVELOPMENT AGENCY'S AREA AND REVISING ITS MAPS; PROVIDING FOR ADDITIONAL REDEVELOPMENT STRATEGIES; PROVIDING FOR CERTAIN PROJECTED COSTS ASSOCIATED WITH THE REDEVELOPMENT PLAN; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Jupiter (Town) has created a Community Redevelopment Agency pursuant to Chapter 163 Part III, Florida Statutes (the Act); and

WHEREAS, the Act empowers and authorizes the Town to amend its Community Redevelopment Agency (Agency) Plan upon the recommendation of the Agency's Board of Commissioners ; and

WHEREAS, in accordance with the Act, the Board of County Commissions of Palm Beach County, Florida, by Resolution No.R-2011-1104 has approved the Town and Agency's proposal to expand the Agency's boundaries pursuant to CRA Resolution No. 3-11 and the Town Resolution No. 22-11 ; and

WHEREAS, the legal descriptions of the parcels to be included within the expanded boundaries of the CRA together with the expanded boundary maps are attached hereto and incorporated herein as Exhibit "A"; and

WHEREAS, in the CRA Plan, Section 5. Neighborhood Impact , amendments to the last paragraph have been updated to include reference to existing stock of condominium units and mobile/manufactured housing that provides opportunities for housing for low to moderate income residents and that, other locations within the

Town to satisfy the housing needs of such income populations; and

WHEREAS, in the CRA Plan, Section 8. Redevelopment Strategies (Project and Program Types) has been added for the purpose of identifying the types of strategies, key and catalyst projects and programs that may be implemented by the Jupiter Community Redevelopment Agency (CRA). ; and

WHEREAS, the Town and Agency's staff have recommended the amendments set forth with this Resolution to the Agency's Plan ; and

WHEREAS, the Town Council finds that it is in the best interest of its residents and visitors to include these amendments to the CRA Plan; and

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

Section 1. The above recitals are all true and accurate and are incorporated herein and made a part of this resolution.

Section 2. Pursuant to and in accordance with the provisions of the "Community Redevelopment Act" of Part III of Chapter 163, Florida Statutes, the Town Council hereby amends the Jupiter Community Redevelopment Agency's Community Redevelopment Plan to include: Section 1.5.1 2011 CRA Boundary Expansion with the legal descriptions of these parcels along with the updated expanded boundary maps, adding to Section 5. Neighborhood Impact, the last paragraph has been updated to include reference to existing stock of condominium units and mobile/manufactured housing that provides opportunities for housing for low to moderate income residents and that, other locations within the Town of Jupiter better satisfy the housing needs of such income populations, Section 8. Redevelopment Strategies (Project and Program Types) has been added to the

CRA Plan for the purpose of identifying the types of strategies, key and catalyst projects and programs that may be implemented by the Jupiter Community Redevelopment Agency (CRA). This section is not intended to be an exhaustive list of the projects and programs that the CRA may undertake. This section is intended to provide a framework for understanding of future projects forms and to comply with all applicable sections of Section 163 Part III of the Florida Statutes.

Section 3. This Resolution shall be effective upon its adoption.

EXHIBIT "A"

ADDITIONAL PARCEL 1.

Legal Description:

A parcel of land lying in Section 31, Township 40 South, Range 43 East, Palm Beach County Florida and being more particularly described as follows:

*From the intersection of the centerline of the State Road A1A with the South line of the said Section 31, run N 31degrees 21minutes and 17 seconds West, making an angle of 58 degrees, 43 minutes and 40 seconds when measured from the West to North, with the South line of said Section 31, a distance of 352.24 feet; thence North 63 degrees, 41 minutes and 17 seconds West, a distance of 329.03 feet to a point in the Southerly right-of-way line of State Road A1A (SR#5), and the **POINT OF BEGINNING** of the herein described parcel. Proceed then South 32 degrees, 14 minutes and 43 seconds West along the Northwesternly line of a parcel of land now or formally owned by William and Mildred Zamperini, as recorded in Deed Book 1339, page 549 records of Palm Beach County, Florida, a distance of 108.73 feet more or less to the waters of the Florida East Coast Canal, thence Westerly meandering the waters of the Florida East Coast Canal, a distance of 230 feet more or less; thence N 12 degrees, 22 minutes and 31 seconds East along the Easterly line of a parcel of land now or formerly the property of Albert and Elsie Derrick, as recorded in Deed Book 963, Page 84 Records of Palm Beach County, Florida, a distance of 129.66 feet more or less, to a point in the Southerly right-of-way line of State Road #5; thence South 63 degrees, 41 minutes and 17 seconds East, along said Southerly right-of-way line a distance of 272.00 feet to the **POINT OF BEGINNING**.*

ADDITIONAL PARCEL 2

Legal Description

Parcels of land in government lots 6 & 7, Section 31, Township 40 South, Range 43 East, described in Palm Beach County, Florida Official Records Book 14665, page 0490, Official Records Book 16227, page 1309, and Official Records Book 14778, page 1277, more particularly described as follows:

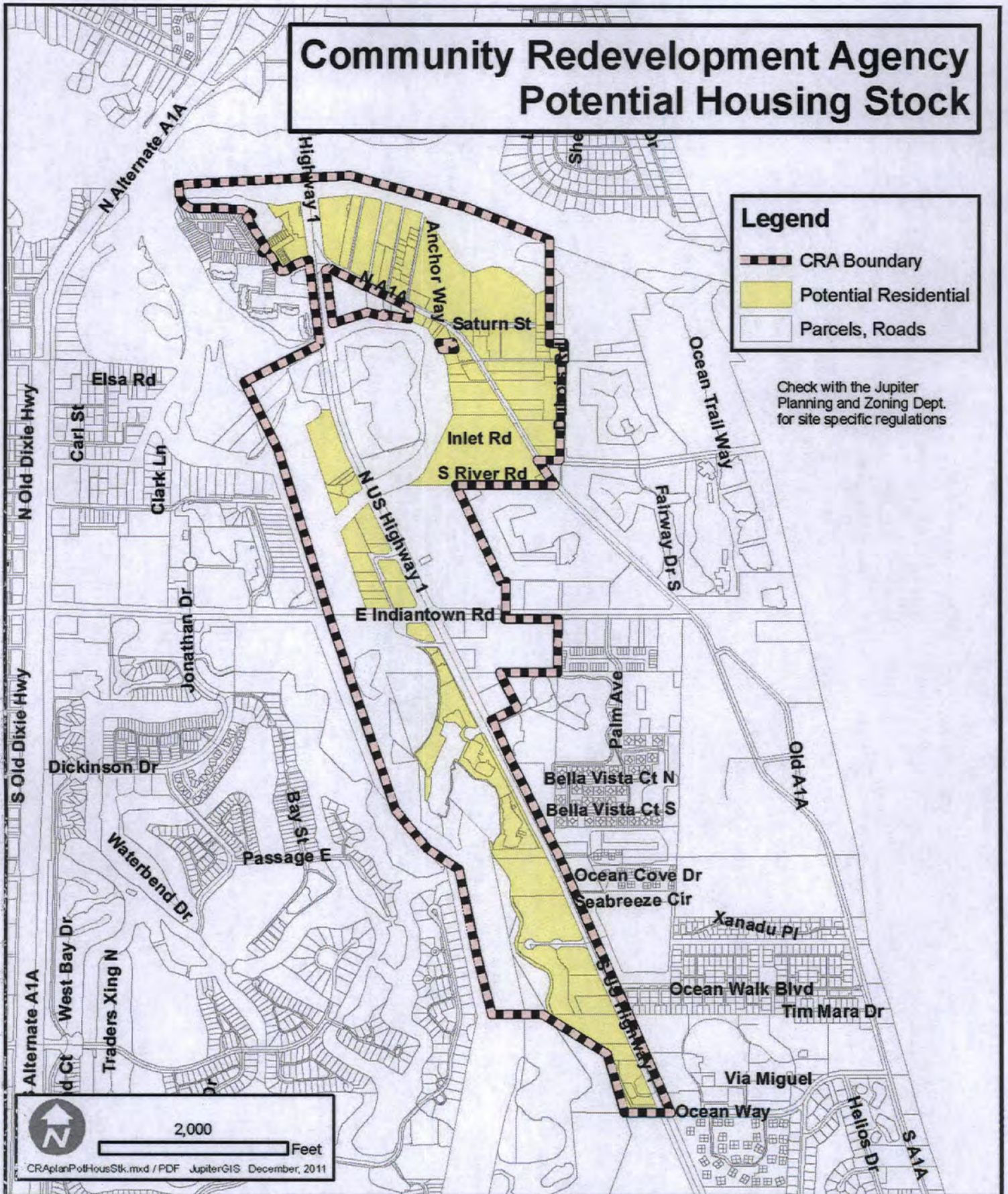
*Begin at station 1180+23.1 on the southerly right-of-way line of US Highway One (now State Road A1A) as shown on amended plat of Jupiter Inlet Estates, Inc. as recorded in Plat Book 16, page 25, Palm Beach County, Florida Public Records. Said point being the point of curvature of a curve concave to the Southwest having a radius of 922.40 feet and a tangent having as assumed bearing of N63 degrees, 00 minutes, 00 seconds W, which is the basis of bearings in this in this description; thence Southeasterly along the arc of said curve 161.50 feet to the Easterly right-of-way line of the Old Jupiter and Lake Worth Railway as shown on the Plat of Jupiter as recorded in Plat Book 1, page 56, Palm Beach County, Florida public records; thence S21 degrees, 11 minutes, 28 seconds E along said Easterly right-of-way line 180.51 feet; thence S 83 degrees, 49 minutes, 39 seconds W 140.24 feet, more or less, to the shore of Lake Worth Canal; thence Northwesterly along said shore to a line which bears S32 degrees, 56 minutes and 00 seconds W from the **POINT OF BEGINNING**; thence N 32 degrees, 56 minutes, 00 seconds E, 112.07 feet, more or less, to the **POINT OF BEGINNING**.*

Community Redevelopment Agency Potential Housing Stock

Legend

-  CRA Boundary
-  Potential Residential
-  Parcels, Roads

Check with the Jupiter
Planning and Zoning Dept.
for site specific regulations



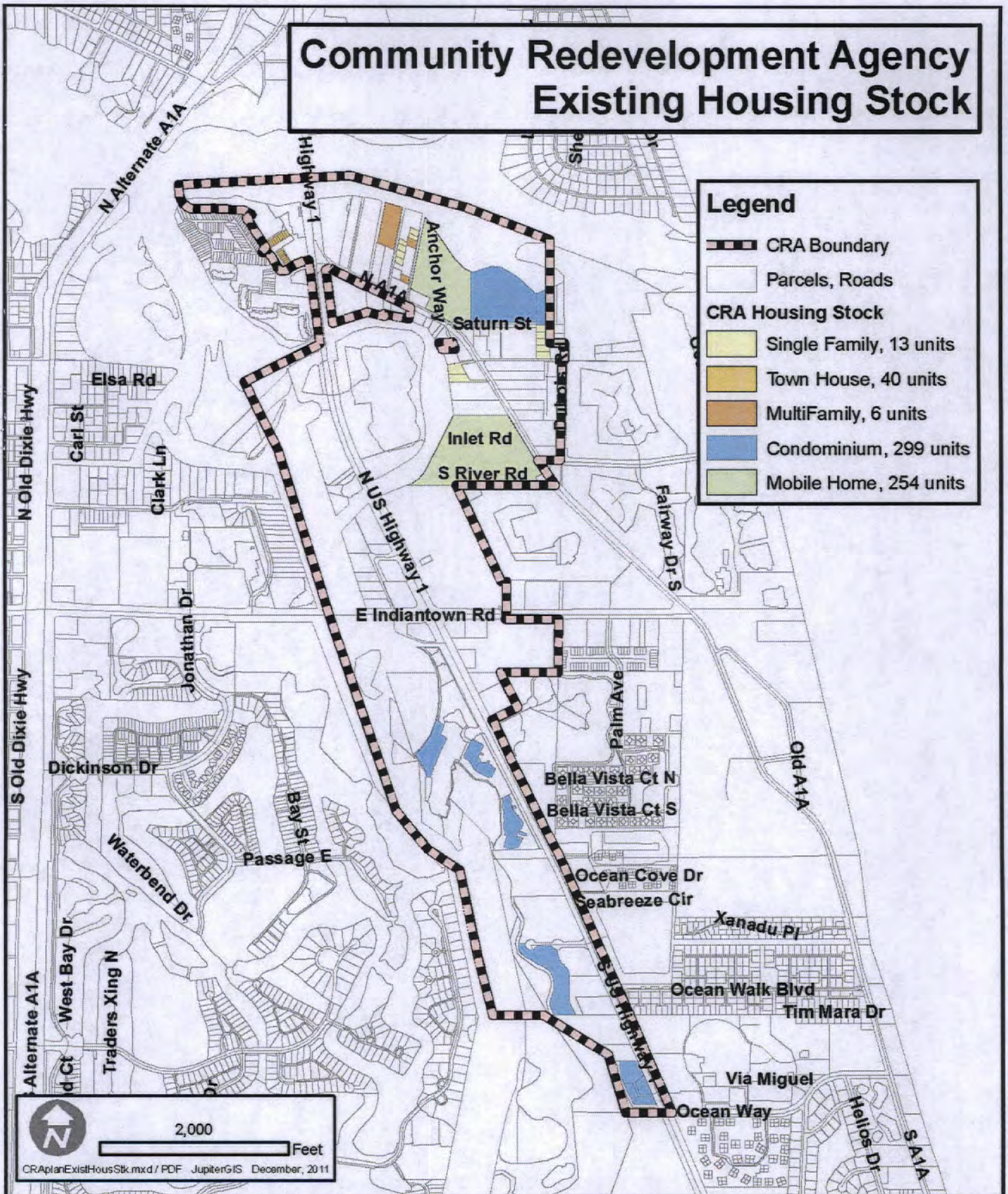
Community Redevelopment Agency Open Space and Street Layout Map



Community Redevelopment Agency Existing Housing Stock

Legend

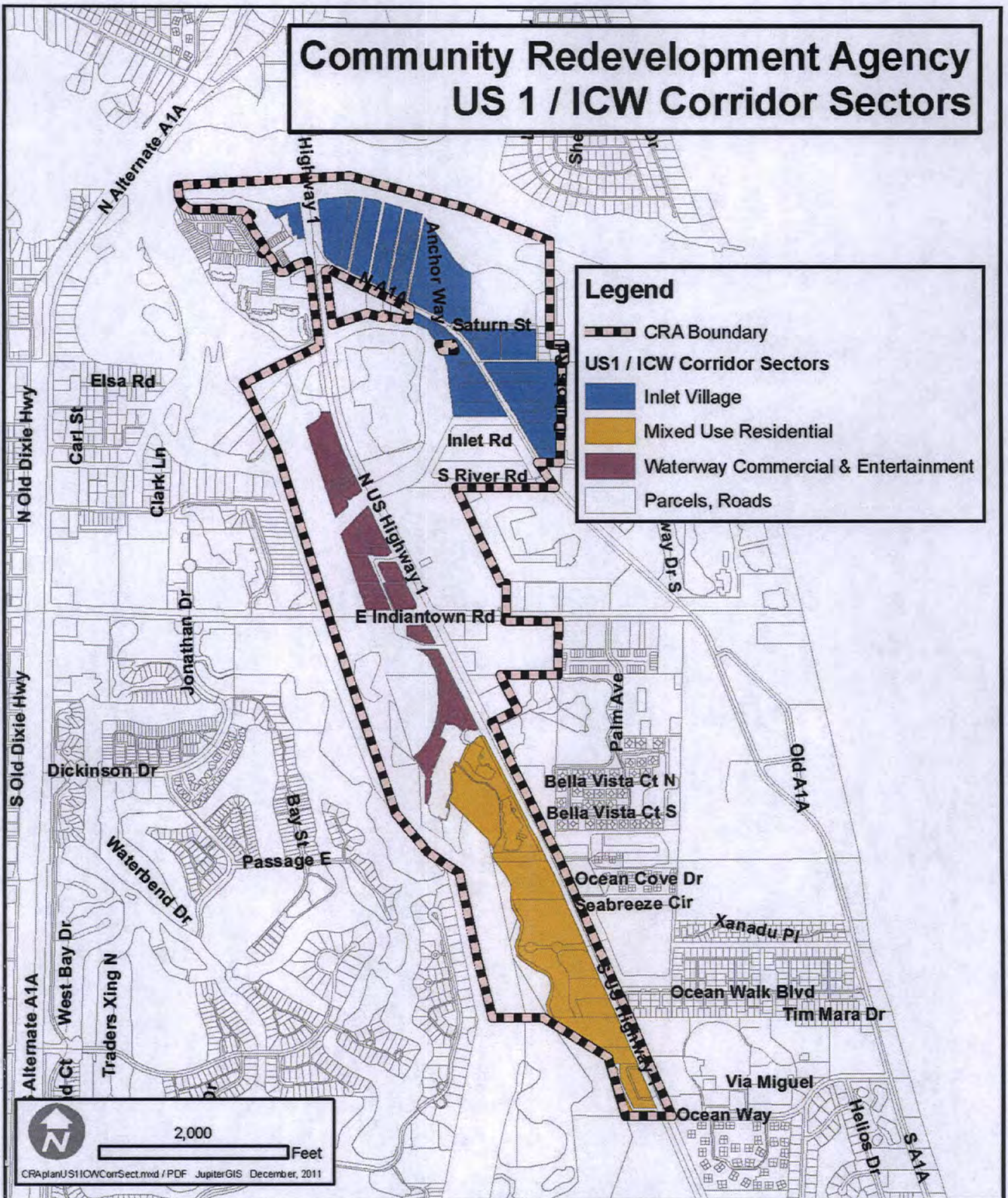
-  CRA Boundary
-  Parcels, Roads
- CRA Housing Stock**
 -  Single Family, 13 units
 -  Town House, 40 units
 -  MultiFamily, 6 units
 -  Condominium, 299 units
 -  Mobile Home, 254 units



Community Redevelopment Agency US 1 / ICW Corridor Sectors

Legend

-  CRA Boundary
- US1 / ICW Corridor Sectors**
 -  Inlet Village
 -  Mixed Use Residential
 -  Waterway Commercial & Entertainment
 -  Parcels, Roads



The foregoing Resolution was offered by Councilor Todd R. Wodraska, who moved its adoption. The motion was seconded by Councilor Robert M. Friedman, and upon being put to a roll call vote, the vote was as follows:

	AYE	NAY
MAYOR KAREN J. GOLONKA	X	
VICE-MAYOR JIM KURETSKI		X
COUNCILOR ROBERT M. FRIEDMAN	X	
COUNCILOR WENDY HARRISON	X	
COUNCILOR TODD R. WODRASKA	X	

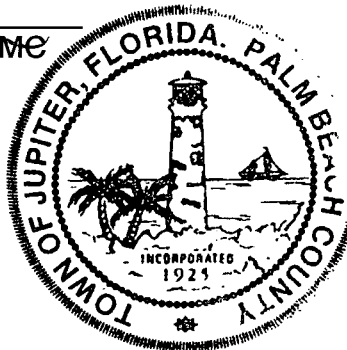
The Mayor thereupon declared the foregoing Resolution 1-12 duly passed

and adopted this 3rd day of April, 2012.

ATTEST:

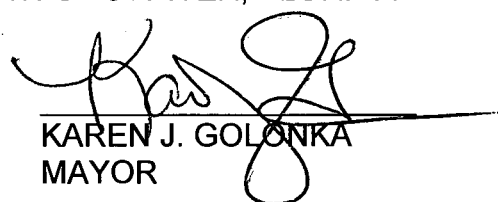

SALLY M. BOYLAN, MMC
TOWN CLERK

(TOWN SEAL)



TOWN OF JUPITER, FLORIDA

BY:


KAREN J. GOLONKA
MAYOR


THOMAS J. BAIRD, ESQ.
Approved as to form and
legal sufficiency

RESOLUTION NO. 22-11

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF JUPITER, FLORIDA, AMENDING THE TOWN OF JUPITER'S COMMUNITY REDEVELOPMENT PLAN BY EXPANDING THE BOUNDARIES OF THE EXISTING COMMUNITY REDEVELOPMENT AREA TO INCLUDE TWO PARCELS OF LAND ADJACENT TO THE EXISTING BOUNDARY, KNOWN AS GUANABANAS AND INLET VILLAGE PARK; PROVIDING FOR A FINDING OF NECESSITY FOR THE EXPANSION OF THE JUPITER COMMUNITY REDEVELOPMENT AGENCY AREA'S BOUNDARIES; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Planning and Redevelopment Consultants, Inc. ("PRC") has conducted a Necessity Study, copy of which is on file in the Office of the Town Clerk, the purpose of which was to determine if slum or blighted areas, as defined by Section 163.340, Florida Statutes, existed within the boundaries of two parcels which are adjacent to the existing Community Redevelopment Area (Area); and

WHEREAS, the Necessity Study confirmed the existence of slum and blighted areas in the area wherein the two parcels known as Guanabanas and Inlet Village Park are located; and

WHEREAS, Section 163.361, Florida Statutes, empowers and authorizes the Town to amend its Community Redevelopment Agency (Agency) Plan to expand the boundaries of the Area upon the recommendations of the Agency's Board of Commissioners ; and

WHEREAS, the Town of Jupiter, Florida ("Town") has completed a study of an area which is adjacent to the Agency's boundaries; and

WHEREAS, the Town has determined, based on this study that the area adjacent to the Agency's current boundary in the area known as the Inlet Village meets the statutory definition of a slum and blighted area, pursuant to the

"Community Redevelopment Act" of Part III of Chapter 163, Florida Statutes; and

WHEREAS, the Agency's boundaries are located adjacent to and contiguous with an area which includes two separate parcels of land which exhibit slum and blighted conditions and the two parcels are legally described and depicted in Exhibit "1", which is attached hereto and incorporated herein; and

WHEREAS, the rehabilitation, conservation or redevelopment, or any combination thereof of the two parcels legally described herein is necessary and in the best interest of the health, safety, morals, and general welfare of the residents and visitors of the Town of Jupiter; and

WHEREAS, the Town and Agency's staff have recommended the amendment of the Agency's Plan to expand the boundaries of the existing Area, to include the two parcels legally described herein; and

WHEREAS, the Town of Jupiter Town Council finds that it is in the best interest of its residents and visitors to include the two parcels legally described herein within the boundaries of the Agency's Area.

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

Section 1. The above recitals are all true and accurate and are incorporated herein and made a part of this resolution.

Section 2. Pursuant to and in accordance with the provisions of Section 163.361, Florida Statutes, as amended, that the Town Council of the Town of Jupiter, Florida hereby, amends the Agency's Community Redevelopment Plan to expand the boundaries of the existing Area to include the following legally described parcels:

ADDITIONAL PARCEL 1.

Legal Description:

A parcel of land lying in Section 31, Township 40 South, Range 43 East, Palm Beach County Florida and being more particularly described as follows:

*From the intersection of the centerline of the State Road A1A with the South line of the said Section 31, run N 31degrees 21minutes and 17 seconds West, making an angle of 58 degrees, 43 minutes and 40 seconds when measured from the West to North, with the South line of said Section 31, a distance of 352.24 feet; thence North 63 degrees, 41 minutes and 17 seconds West, a distance of 329.03 feet to a point in the Southerly right-of-way line of State Road A1A (SR#5), and the **POINT OF BEGINNING** of the herein described parcel. Proceed then South 32 degrees, 14 minutes and 43 seconds West along the Northwesterly line of a parcel of land now or formally owned by William and Mildred Zamperini, as recorded in Deed Book 1339, page 549 records of Palm Beach County, Florida, a distance of 108.73 feet more or less to the waters of the Florida East Coast Canal, thence Westerly meandering the waters of the Florida East Coast Canal, a distance of 230 feet more or less; thence N 12 degrees, 22 minutes and 31 seconds East along the Easterly line of a parcel of land now or formerly the property of Albert and Elsie Derrick, as recorded in Deed Book 963, Page 84 Records of Palm Beach County, Florida, a distance of 129.66 feet more or less, to a point in the Southerly right-of-way line of State Road #5; thence South 63 degrees, 41 minutes and 17 seconds East, along said Southerly right-of-way line a distance of 272.00 feet to the **POINT OF BEGINNING**.*

ADDITIONAL PARCEL 2

Legal Description

Parcels of land in government lots 6 & 7, Section 31, Township 40 South, Range 43 East, described in Palm Beach County, Florida Official Records Book 14665, page 0490, Official Records Book 16227, page 1309, and Official Records Book 14778, page 1277, more particularly described as follows:

*Begin at station 1180+23.1 on the southerly right-of-way line of US Highway One (now State Road A1A) as shown on amended plat of Jupiter Inlet Estates, Inc. as recorded in Plat Book 16, page 25, Palm Beach County, Florida Public Records. Said point being the point of curvature of a curve concave to the Southwest having a radius of 922.40 feet and a tangent having as assumed bearing of N63 degrees, 00 minutes, 00 seconds W, which is the basis of bearings in this in this description; thence Southeasterly along the arc of said curve 161.50 feet to the Easterly right-of-way line of the Old Jupiter and Lake Worth Railway as shown on the Plat of Jupiter as recorded in Plat Book 1, page 56, Palm Beach County, Florida public records; thence S21 degrees, 11 minutes, 28 seconds E along said Easterly right-of-way line 180.51 feet; thence S 83 degrees, 49 minutes, 39 seconds W 140.24 feet, more or less, to the shore of Lake Worth Canal; thence Northwesterly along said shore to a line which bears S32 degrees, 56 minutes and 00 seconds W from the **POINT OF BEGINNING**; thence N 32 degrees, 56 minutes, 00 seconds E, 112.07 feet, more or less, to the **POINT OF BEGINNING**.*

Section 3. The Mayor, Karen J. Golonka, is hereby authorized and directed to sign this Resolution and the Town Clerk is directed to maintain a copy in the Office of the Town Clerk.

Section 4. This Resolution shall be effective upon its adoption.

The foregoing Resolution was offered by Councilor Todd R. Wodraska, who moved its adoption. The motion was seconded by Councilor Robert M. Friedman, and upon being put to a roll call vote, the vote was as follows:

MAYOR KAREN J. GOLONKA
VICE-MAYOR JIM KURETSKI
COUNCILOR ROBERT M. FRIEDMAN
COUNCILOR WENDY HARRISON
COUNCILOR TODD R. WODRASKA

AYE	NAY
X	
X	
X	
X	
X	

The Mayor thereupon declared the foregoing Resolution 22-11 duly passed and adopted this 17th day of May, 2011.

ATTEST:

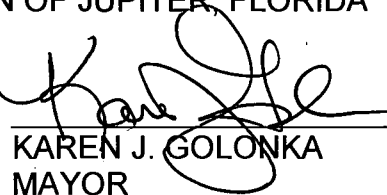

SALLY M. BOYLAN, MMC
TOWN CLERK

(TOWN SEAL)



TOWN OF JUPITER, FLORIDA

BY:


KAREN J. GOLONKA
MAYOR


THOMAS J. BAIRD, ESQ.
Approved as to form and
legal sufficiency

TOWN OF JUPITER, FLORIDA
INVESTIGATION OF THE EXISTENCE
OF BLIGHTING CONDITIONS
AND
A FINDING OF NECESSITY FOR
REDEVELOPMENT
FOR PARCELS
30434031000060050, 30434031000060070,
30434031070000020, 30434031070000040
AND
30434031070000010

May 4, 2010

Prepared by:

Planning and Redevelopment
Consultants, Inc.
5062 NW 45th Avenue
Coconut Creek, Florida

Table of Contents

SECTION ONE – BACKGROUND AND OVERVIEW	1-1
Background	1-1
Finding of Necessity	1-1
The Potential Expansion Area	1-3
Map of Parcels Reviewed	1-4
 SECTION TWO – EXISTING SITE CONDITIONS	 2-1
Site Visitation	2-1
The Restaurant Site	2-1
Buildings	2-1
Other Structures/Site Improvements	2-2
Inlet Village Marina	2-5
Buildings	2-5
Other Structures/Site Improvements	2-2
 SECTION THREE – FINDINGS AND RECOMMENDATIONS	 3-1
Findings of the Investigation	3-1
Purpose for Inclusion into the CRA	3-2
The Restaurant Site	3-2
The Inlet Village Marina Site	3-2
Impact on Taxing Authorities	3-3
Summary of Findings and Recommendations	3-3
 EXHIBIT A – PARCEL INFORMATION AND MAPS	
EXHIBIT B – VERIFICATION LETTER FROM THOMPSON & ASSOCIATES RE: SEAWALL AND DRAINAGE	
EXHIBIT C – TOWN OF JUPITER LETTER TO CHAD VAN BOVAN RE: SEAWALL	

SECTION ONE

BACKGROUND AND OVERVIEW

BACKGROUND

In November 2001, the Jupiter Town Council prepared and adopted a Finding of Necessity for the creation of a Community Redevelopment Agency (CRA) for a defined area within the Town of Jupiter and subsequently approved the creation of the Town of Jupiter CRA. The CRA was legally created upon the approval of Resolution 2001-0090 by the Palm Beach County Board of County Commissioners on January 2, 2002 which delegated powers under Section 163 Part III of the Florida Statutes to the Town of Jupiter (in a chartered county such as Palm Beach, the power to undertake activities outlined in Sec. 163 Part III, Fla. Stat. is vested in the County and not any municipality within its borders). While delegating a majority of powers to Jupiter, the Board of County Commissioner retained for the right to approve expansion of the Jupiter CRA.

In March 2011, the Jupiter Town Council and the Board of Commissioners of the Jupiter CRA determined that there was cause to believe that slum and/or blighting conditions existed in an area comprised of several parcels of land adjacent to the Inlet Village sub-area of CRA. This area consisted of five (5) parcels totaling 1.53 acres. Two (2) of these parcels comprise the property that is currently operated as Guanabanas restaurant and the remaining three (3) make up what is informally known as the Inlet Village Marina. In addition to the belief that blighting conditions exist in this area, the Town Council and CRA believe that investment by the CRA in these parcels could be beneficial to the success of the Inlet Village area and thus the CRA. Both entities believe that it would have been appropriate to include these parcels within CRA when it originally created however, these parcels were part of unincorporated Palm Beach County at the time and were not part of the Town of Jupiter. All five (5) parcels have subsequently been annexed by the Town, the two restaurant parcels on April 16, 2002 (Ordinance No. 27-02) and the three (3) Inlet Village Marina parcel on August 16, 2005 (Ordinance No. 5-05).

The Town of Jupiter and Jupiter CRA engaged Planning and Redevelopment Consultants, Inc. (PARC) in March of 2011 to prepare a study to document what blighting conditions (as defined by Section 163.346 (8)), if any, exist with the five (5) parcel area. PARC was also tasked with determining if there was sufficient justification to request the County allow an expansion of the Jupiter CRA to include this new study area.

FINDING OF NECESSITY

In order for the Town of Jupiter to expand the existing Town of Jupiter CRA to include the area of the subject five (5) parcels into the existing Town of Jupiter CRA, the conditions outlined in F.S. 163.340 (7) and/or F.S. 163.340 (8) must be found to exist just as these same conditions needed to be found when originally creating the CRA.

F.S. 163.340 (7) requires the following be met in order for a determination of “slum” to be verified:

(7) "Slum area" means an area having physical or economic conditions conducive to disease, infant mortality, juvenile delinquency, poverty, or crime because there is a predominance of buildings or improvements, whether residential or nonresidential, which are impaired by reason of dilapidation, deterioration, age, or obsolescence, and exhibiting one or more of the following factors:

- (a) Inadequate provision for ventilation, light, air, sanitation, or open spaces;
- (b) High density of population, compared to the population density of adjacent areas within the county or municipality; and overcrowding, as indicated by government-maintained statistics or other studies and the requirements of the Florida Building Code; or
- (c) The existence of conditions that endanger life or property by fire or other causes.

While some of the conditions that would satisfy subsection (c) above are present (specifically issues related to drainage in rights-of-way, lack of drainage on commercial properties, lack of sidewalks, and non-adherence to the Florida Accessibility Code throughout the neighborhoods and commercial areas), the majority of these conditions are not present within the defined study area.

Given this situation, attention is turned to F.S. 163.340 (8), the definition for the verification of "blight". In order for a finding of "blight" the following criteria must be met:

(8) "Blighted area" means an area in which there are a substantial number of deteriorated, or deteriorating structures, in which conditions, as indicated by government-maintained statistics or other studies, are leading to economic distress or endanger life or property, and in which two or more of the following factors are present:

- (a) Predominance of defective or inadequate street layout, parking facilities, roadways, bridges, or public transportation facilities;
- (b) Aggregate assessed values of real property in the area for ad valorem tax purposes have failed to show any appreciable increase over the 5 years prior to the finding of such conditions;
- (c) Faulty lot layout in relation to size, adequacy, accessibility, or usefulness;
- (d) Unsanitary or unsafe conditions;
- (e) Deterioration of site or other improvements;
- (f) Inadequate and outdated building density patterns;
- (g) Falling lease rates per square foot of office, commercial, or industrial space compared to the remainder of the county or municipality;
- (h) Tax or special assessment delinquency exceeding the fair value of the land;
- (i) Residential and commercial vacancy rates higher in the area than in the remainder of the county or municipality;
- (j) Incidence of crime in the area higher than in the remainder of the county or municipality;
- (k) Fire and emergency medical service calls to the area proportionately higher than in the remainder of the county or municipality;
- (l) A greater number of violations of the Florida Building Code in the area than the number of violations recorded in the remainder of the county or municipality;
- (m) Diversity of ownership or defective or unusual conditions of title which prevent the free alienability of land within the deteriorated or hazardous area; or

(n) Governmentally owned property with adverse environmental conditions caused by a public or private entity.

However, the term "blighted area" also means any area in which at least one of the factors identified in paragraphs (a) through (n) are present and all taxing authorities subject to s. 163.387(2)(a) agree, either by interlocal agreement or agreements with the agency or by resolution, that the area is blighted. Such agreement or resolution shall only determine that the area is blighted. For purposes of qualifying for the tax credits authorized in chapter 220, "blighted area" means an area as defined in this subsection

As the conditions of blight, as defined by the statutes, are more evident and easier to document than the conditions of slum, a very small percentage of CRA's in the State of Florida have been established on the existence of slum conditions. This situation along with the difficulty in showing that slum conditions exist within a non-residential area of only 1.53 acres will cause the review of the potential expansion area to focus on whether blighting conditions alone exist in the area. Due to the need to complete this study within an extremely limited timeline, focus shall be given on physical conditions of blight; review of items requiring comparison to the remainder of the county or municipality shall not be undertaken.

THE POTENTIAL EXPANSION AREA

The potential expansion area consists of five parcels. Two properties are owned by Babalouie LTD, two are owned by the Town of Jupiter and one is under the ownership of the Jupiter Community Redevelopment Agency (purchased under the auspices of Section 163.370 (2) (c) 9). The Babalouie LTD parcels are under singular control and are operated as a single commercial entity, Guanabanas Restaurant. The remaining three parcels, although owned by different governmental entities, are essentially controlled by the Jupiter Town Council and the Jupiter CRA Board which both comprised of the members of the Town Council which, for purposes of this investigation, are considered to be under a singular control. These three government parcels are planned to become a public park/marina facility.

As these five parcels of land are actually operated as two "properties" each with their own use and not five individual parcels, this study will identify them by the two uses, the "Restaurant Site" for the Babalouie LTD parcels, and "Inlet Village Marina" for the remaining three parcels owned by the Town and the CRA (Map 1-1).

The following further identifies the parcels in the potential expansion area by the Parcel Control Number (PCN) and groups them as described above (See Exhibit A for maps and parcel information).

The Restaurant Site:

30434031000060050 (Babalouie LTD)

30434031000060070 (Babalouie LTD)

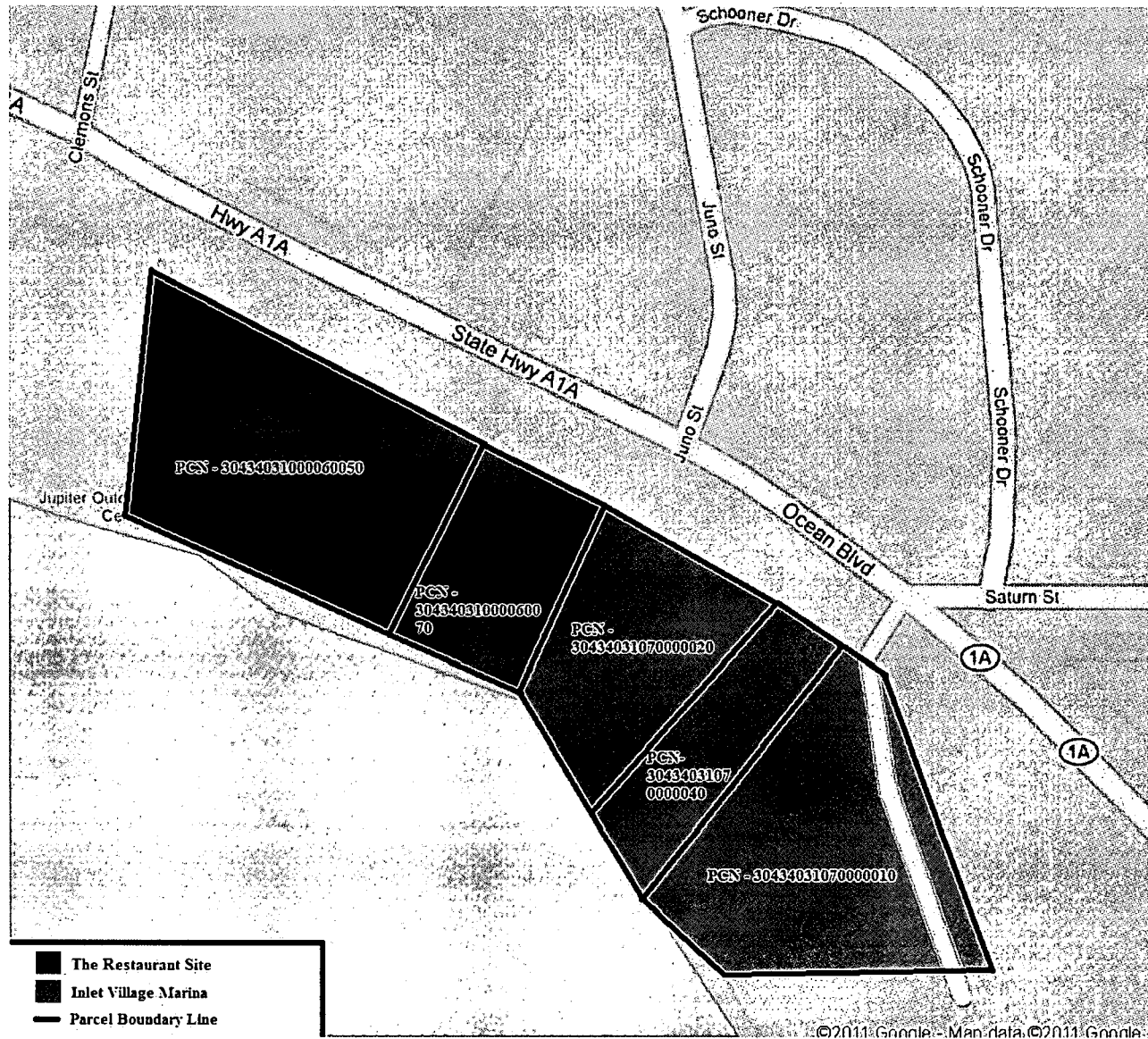
The Inlet Village Marina:

30434031070000020 (Town of Jupiter)

30434031070000040 (Town of Jupiter)

30434031070000010 (Jupiter CRA)

MAP 1-1
PARCELS REVIEWED
(The Restaurant Site and Inlet Village Marina)



SECTION TWO

EXISTING SITE CONDITIONS

SITE VISITATION

On April 6, 2011 and April 26, 2011 representatives of Planning and Redevelopment Consultants, Inc. visited the sites to document the basic conditions as they existed on those days. The following identifies the conditions found on each property.

The Restaurant Site

This site contains two parcels owned by Babalouie LTD. The combined site is approximately .62 acres and is currently occupied by Guanabanas Restaurant with a small portion of the property occupied by a vendor renting kayaks and boats. The site contains several small buildings, docks for small boats and a small customer drop-off driveway. Both parcels are zoned C-2 and have a future land use of Inlet Village Flex. The zoning and future land use are both consistent with surrounding parcels and the current restaurant and boating rental uses are allowable under the zoning and future land use.

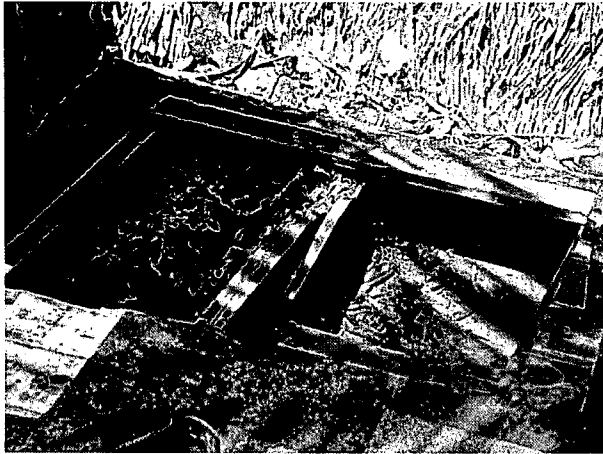
Buildings

The restaurant itself is unique in that all the customer seating is not contained within a building(s) but is instead covered outdoor seating. Large, thatched roof structures protect patrons from rain and sun, however there are no walls to the dining areas and thus it is open to the elements. There are several smaller buildings on the site which include a small stage, a bar and restrooms, a small on-site kitchen and dishwashing area, and a small building occupied by the rental vendor. It should also be noted that the kitchen building is not large enough to be a full-kitchen so the restaurant maintains an off-site "prep" kitchen across A1A with food brought to the on-site kitchen by refrigerated truck for cooking and plating.

The main building on the property which houses the kitchen and dishwashing facilities, is experiencing significant deterioration issues. Two issues are of particular concern: the structure's roof and the floor. The roof is experiencing significant deterioration due to age. In fact, on the date of PARC's second visitation (April 26, 2011), workmen were undertaking an emergency patching of the roof to repair a failure. The open roof gave insight into the overall deteriorated nature of the roof (Photos 2-1 and 2-2).

This building is also of a raised-wood construction. The structure is not set on a concrete pad and thus in some areas deterioration and settling due to age is causing the floor to sag. The sagging is producing warping in the flooring and a buckling and breaking of flooring tiles which has become a hazard for the restaurant's employees. (Photos 2-3 and 2-4).

Photo 2-1



Guanabanas kitchen building emergency roof repair showing underlying deterioration.

Photo 2-2



Roof Shingles of different coloring show extent Multiple repairs (NOTE: Newer shingles at top of photo due to tie-in of a building addition not repairs).

Photo 2-3



Missing tiles due to warping floor in kitchen/dishwashing building.

Photo 2-4

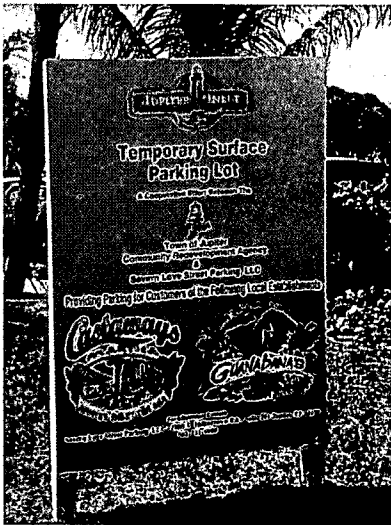


Cracked tiles due to warping floor in the kitchen dishwashing building.

Other Structures/Site Improvements

The site includes only two (2) parking spots thus, patrons and employees are forced to park in, or have their vehicles taken by valet to, a temporary parking lot owned by the CRA a block away from the restaurant's front entrance (Photo 2-5). This was allowed as a short-term situation by the Town to promote new activity in the area and it is unlikely any other similar use would receive such treatment. Should the existing user not continue, it is unlikely the Town would approve such an arrangement again as the CRA has long term plans to develop this lot and thus off-site parking could not be guaranteed.

Photo 2-5



CRA Temporary Parking Lot

Photo 2-6



Valet drop-off area with gravel washed from around drain.

There is an existing customer drop-off driveway at the restaurant. This area contains the two on-site parking spaces and a valet stand. The driveway is made of gravel on a coquina-type substrate. These materials have proven a maintenance issue during the rainy season as the gravel tends to wash away. The wash of the gravel plus debris from the extensive area landscaping has had a significant effect on site drainage. Drainage in the drop-off area consists of two connected French drains that collect stormwater from both the drop-off area as well as from within the dining area. These drains have become clogged with debris and this during heavy rains they do not perform as designed and cause overflow into the parking lot, specifically around the southernmost drain which is at a lower elevation. Visual inspection of the driveway shows evidence of these issues (Photos 2-6, 2-7 and 2-8). These conditions were verified by an on-site visit by Thompson & Associates Civil Engineering (Exhibit B).

Photo 2-7



Depression/rut showing damage from stormwater undermining Coquina base of drop-off area.

Photo 2-8



Wash-out of gravel and other debris into drain grate.

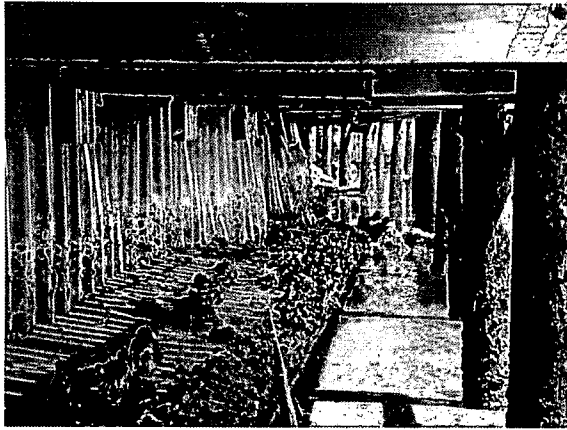
The site also contains a number of boat slips and docks including a walkway along the property's seawall on the river. The seawall which runs the entire length of the property along the Jupiter River Oxbow (approximately 230 feet), is failing. This seawall, which is a set of interlocking metal panels, is deteriorating and significantly corroded (Photo 2-9). The wall is noticeably bowed in several locations with rocks piled along the bows to prevent total failure of the seawall (Photos 2-10 and 2-11). Additionally where the wall is bowed, earth behind the wall has fallen into the void left behind the wall or under the wall into the river leaving significant gaps behind the wall (Photo 2-12, Photo 2-13). The Town Engineering Department identified in a letter dated May 13, 2009 to the restaurant owner, Chad Van Bovan, (Exhibit C) the unsafe nature of the seawall along this property and the remedies required. These conditions were also verified by an on-site visit by Thompson & Associates Civil Engineering (Exhibit B). No action has yet to be taken regarding this situation.

Photo 2-9



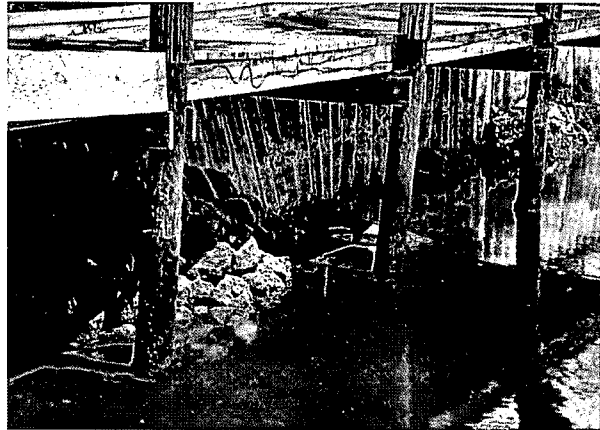
Metal Seawall showing significant corrosion including holes in the metal and several inches of at the bottom of the panels missing.

Photo 2-10



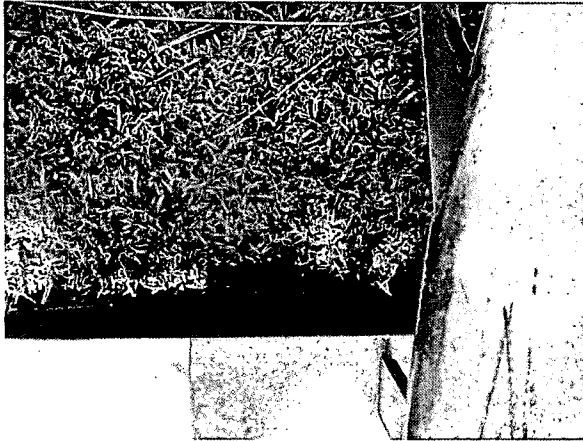
Bowing of The Restaurant site seawall.

Photo 2-11



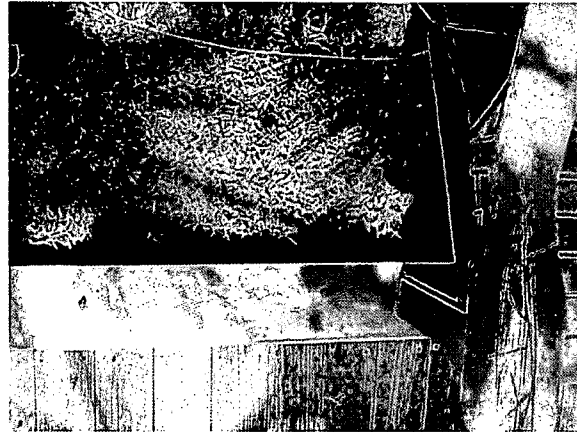
Bowing of The Restaurant site seawall with rocks placed to prevent total failure and washout.

Photo 2-12



Open gap behind seawall exposing underground irrigation pipes

Photo 2-13



Open gap behind seawall.

The Inlet Village Marina Site

This site contains three parcels of which two are owned by the Town of Jupiter and one by the Jupiter CRA (a dependent special district of the Town). The site is .93 acres in total area. The property is currently vacant and not open for use though the Town recently completed grant-funded work to install public boat docks and replace the seawall along the length of the entire property (approximately 220 feet). The intent of the Town and CRAs is to transform this site into park with boating facilities and other active public uses. All three parcels are zoned C-2 and have a future land use of Inlet Village Flex. The zoning and future land use are both consistent with surrounding parcels and the intended uses as a public park and marina are allowable under the zoning and future land use.

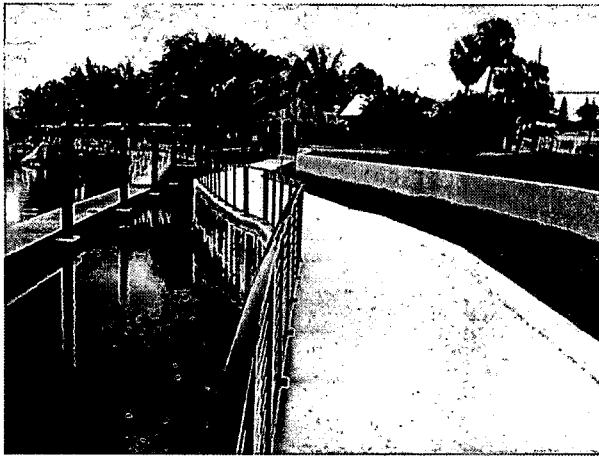
Buildings

There are currently no buildings on this site.

Other Structures/Site Improvements

While the docks have been installed, there are no upland facilities whatsoever on the site to support boating or any other use (Photo 2-14). There are no on-site utilities and thus no running water for cleaning of the boating facilities, showers or restrooms. There are no open pedestrian connections to the adjacent properties which might allow sharing of such facilities and the entire site is enclosed by a chain link fence for safety (Photo 2-15) since the lack of facilities keeps it closed to the public. The chain link fencing along the north and west sides of the property is bent over, has been cut or is otherwise in a state of disrepair in several locations (Photo 2-16, Photo 2-17) and a wooden plank fence along the southern property line is deteriorated with the wood rotting, cracking and falling off the posts (Photo 2-18).

Photo 2-14



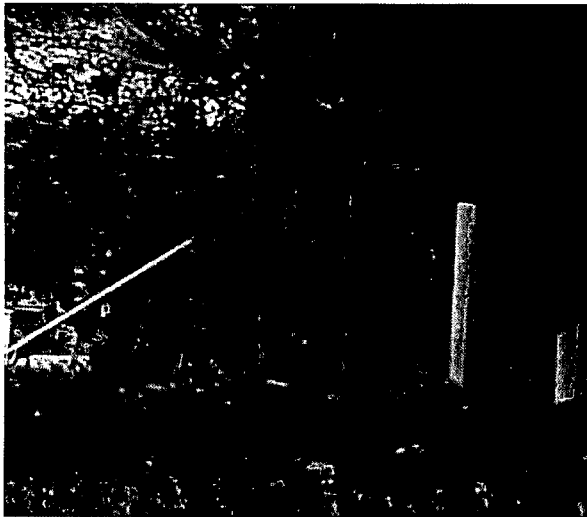
New Boat Docks w/ no Facilities.

Photo 2-15



Fenced marina site w/no upland support facilities

Photo 2-16



Inlet Village Marina fencing in disrepair

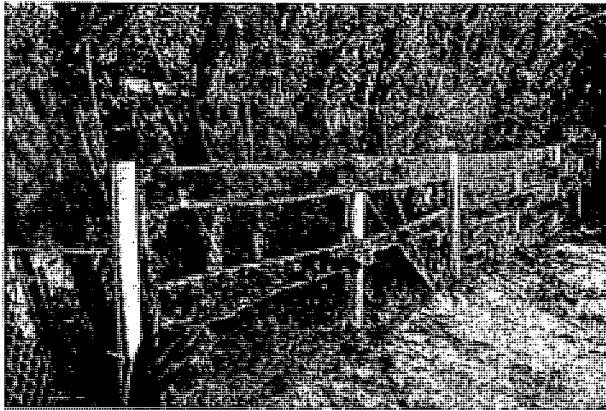
Photo 2-17



Inlet Village Marina fencing in disrepair

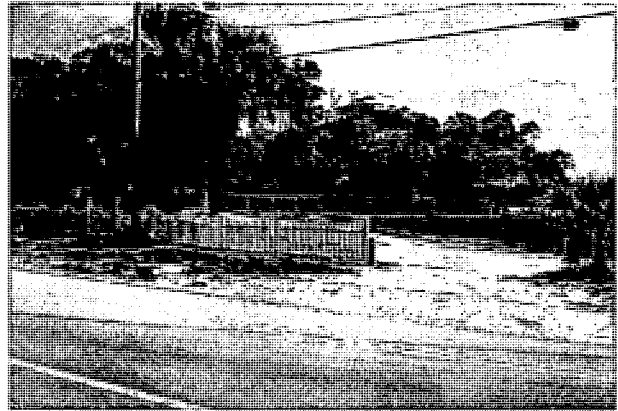
There are no parking facilities available (on or off-site) to support use of the property as would be required by the Town Zoning Code. Opportunity for use of the CRA owned parcel is hampered by an existing access easement for the adjacent property (Photo 2-19) and the parcel has limited frontage on A1A as the property to the immediate east has a triangular extension along the roadway frontage (Photo 2-20). Access potential to the site is also significantly hampered by anchoring wires stabilizing utility poles across the entire frontage of the site.

Photo 2-18



Dilapidated wooden plank fencing on the east property line of the Inlet Village Marina site

Photo 2-19



Adjacent property and access easement inhibiting use of Inlet Village Marina Property

Photo 2-20



CRA Parcel (Outlined) with Adjacent Property Frontage Topping the Parcel. Access Easement visible along property line.

SECTION THREE

FINDINGS AND RECOMMENDATIONS

FINDINGS OF THE INVESTIGATION

On-site visitations and review of all physical conditions in the Potential Expansion Area found conditions that warrant the labeling of the area as “blighted” according to definitions of blight contained in Section 163.340 (8), Fla. Stat. Existing conditions as documented through the photographs in this reports along with testimony obtained from the Town of Jupiter, Chad Van Bovan (owner of Guanabanas restaurant) and the civil engineering firm of Thompson and Associates, Inc. are proof that the following conditions exist within the Potential Expansion Area:

163.340 (8) – a substantial number of deteriorated or deteriorating structures:

The Restaurant site includes a seriously deteriorated and continuously deteriorating seawall structure as well as a deteriorating valet-drop off lot.

The Inlet Village Marina site is surrounded by chain link fencing which has several sections torn from the posts or in which the chain link has been cut.

These constitute a substantial number of deteriorated or deteriorating structures due to the limited amount of structures in this area.

163.340 (8) (a) – Predominance of defective or inadequate street layout, parking facilities, roadways, bridges or public transportation facilities:

The Restaurant site has no on-site parking and no prospects at this time for off-site parking in the long term as the lot currently being used is slated for future development.

The Inlet Village Marina site has no on-site or off-site parking available to it at this time. Additionally, the inclusion of a significant access roadway, which is shown on some maps as a street easement, to the adjacent lot significantly impedes the use of the Public Marina site.

163.340 (8) (c) – Faulty lot layout in relation to size, adequacy, accessibility, or usefulness:

The Inlet Village Marina site is “topped” by the triangular protrusion of the adjacent parcel to the east which impedes the accessibility and usefulness of the site. Additionally, the inclusion of a significant access roadway to the adjacent lot significantly impedes the usefulness of the Inlet Village Marina site.

163.340 (8) (d) – Unsanitary or unsafe conditions:

The Restaurant Site contains a seawall in a significant state of disrepair. There is a boardwalk area along the docks on the outside of the seawall that is used by patrons of the restaurant and boat owners and there are chairs along the inside of the seawall where significant gaps exist between the land and the seawall. Both of the conditions are unsafe to people utilizing this area as the seawall could fail or patrons could fall in the gaps behind the seawall.

The Inlet Village Marina site is unsanitary in its current condition if it is used or if its docks are utilized by the public as it contains no upland facilities for use by people visiting the site or by

boaters. This could promote boaters to pollute the river with sewage or trash and prevents proper cleaning of the docks. The sections of disrepair to the existing fencing are also safety hazards as the gaps allow people to trespass on the property while it is closed to the public.

163.340 (8) (e) – Deterioration of site or other improvements:

Conditions meeting this provision of the definitions are the same as those outlined in deteriorated or deteriorating structures:

The Restaurant site includes a seriously deteriorated and continuously deteriorating seawall structure as well as a deteriorating valet-drop off lot.

The Inlet Village Marina site is surrounded by chain link fencing which has several sections torn from the posts or in which the chain link has been cut.

Purpose for Inclusion into the CRA

There are several reasons for seeking inclusion of these properties into the CRA even though they will provide little or no direct increment revenue to the CRA in the near term and, in fact, would have resulted in a net decrease in revenue to the CRA over the past two years. Under the appropriate conditions, including these properties within the CRA would allow the CRA to fashion programs and/or purchase land that could alleviate all of the blighting conditions.

The Restaurant Site

Guanabanas Restaurant is a major draw to the Inlet Village area of the CRA as would be expected for any restaurant on this site as it is currently designed. However, the deficiencies on the site, including the condition of the seawall and the lack of a full-sized kitchen are of great concern to the Town and the CRA both as they relate to the health of the existing business and how they would impede the attraction of any new user to the site should this business falter. The CRA would like to find ways to assist the property and business owners remedy these existing deficiencies so that the site will continue to be a major draw to the area.

The Inlet Village Marina Site

This site is being contemplated as a major public gathering site within the CRA. Its purpose would be to serve as the central information point and meet-up site for all visitors to the Inlet Village area of the CRA. Currently there are no public park facilities located within the Inlet Village area that can serve this purpose. Often redevelopment efforts are jump-started by an investment in such a facility that can be used for festivals or other events that promote the area and lead to increased patronage of local businesses (Old School Square in Delray Beach is an excellent example of such investment). The Public Marina site could be such an area if it is included within the CRA.

There may also be opportunity to expand this facility and alleviate the adverse conditions due to the “topping” of the CRA parcel by purchasing the privately held parcel to the east of the site.

Impact on Taxing Authorities

It is important to note that the fiscal impact on the taxing authorities contributing increment to the Jupiter CRA would be minimal if these parcels were to be included in the CRA. The Public Marina site consists of three parcels that are currently held for public use and thus are tax-exempt. The Restaurant Site, while in private hands and generating property taxes, has dropped in value by 21.5% in the last year alone. Had this property been part of the CRA during this decline in value, the CRA would have experienced a loss of revenue and the taxing authorities would actually have had lower increment revenue payments to the CRA in the current year.

While this fiscal condition will not continue infinitum, the increment revenue contribution from the taxing authorities to the CRA would be insignificant while the improvements to the properties would allow the CRA to insure both sites would be draws to the Inlet Village area and would solidify future plans to make the area a major jobs creator and economic generator.

SUMMARY OF FINDINGS AND RECOMMENDATIONS

It is believe that this study shows sufficient evidence and documentation to declare blight, as defined by Sec. 163.346(8), Fla. Stat., exists on the 5 (five) parcels that combined, make up the properties defined in this document as The Restaurant Site and the Inlet Village Marina. The Statute requires that a substantial number of deteriorated or deteriorating structures exist within the study area and at least two other factors from a list of 14 other potential factors. Investigation into the area that is the focus of this report shows a substantial number of deteriorated structures (which also considers the limited number of structures in the area) and four (4) of the other blighting factors as outlined above.

The parcels reviewed also show need for public intervention to promote the uses upon them as destination sites within the CRA that will induce additional activity on other properties in the Inlet Village Area of the CRA. There is a high potential for the minimal fiscal impact on the Town and County to be returned within a short timeframe due to additional private sector investment in the area.

It is recommended that the Town of Jupiter proceed with efforts to expand the Jupiter Community Redevelopment Area to include the five (5) parcels investigated.

EXHIBIT A

**PARCEL
INFORMATION
AND MAPS**

**Property Information**

Location Address: 1000 N A1A

[View Map](#)

Municipality: JUPITER

[Calculate Portability](#)

Parcel Control Number: 30-43-40-31-00-006-0050

[2010 Proposed Tax Notice](#)

Subdivision:

[Reverse Side Help](#)

Official Records Book: 10329 Page: 1296 Sale Date: Dec-1997

Legal Description: 31-40-43, NWLY 200 FT OF SELY 272 FT OF PAR IN OR10329P1296 IN GOV LT 6 LYG BET FEC CNL & SR A-1-A R/WS & NW OF & ADJ**Owner Information**

Name: BABALOUIE LTD

[All Owners](#)Mailing Address: 810 SATURN ST STE 20
JUPITER FL 33477 4456**Sales Information**

Sales Date	Book/Page	Price	Sale Type	Owner
Dec-1997	10329/1296	\$475,000	WARRANTY DEED	BABALOUIE LTD
Dec-1989	06310/1968	\$415,000	QUIT CLAIM	

Exemptions

Exemption Information Unavailable.

Appraisals

Tax Year:	2010	2009	2008
Improvement Value:	\$100,190	\$116,865	\$0
Land Value:	\$533,885	\$718,832	\$740,943
Total Market Value:	\$634,075	\$835,697	\$740,943

Use Code: 2100- RESTAURANT**Property Information**

Number of Units: 1
 *Total Square Feet: 800
 Acres: 0.4457
 * May indicate living area in residential properties.

All values are as of January 1st each year**Assessed and Taxable Values**

Tax Year:	2010	2009	2008
Assessed Value:	\$634,075	\$835,697	\$740,943
Exemption Amount:	\$0	\$0	\$0
Taxable Value:	\$634,075	\$835,697	\$740,943

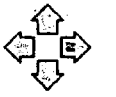
[Structure Detail](#)

Taxes

Tax Year:	2010	2009	2008
Ad Valorem:	\$13,650	\$17,106	\$14,142
Non Ad Valorem:	\$851	\$835	\$0
Total Tax:	\$14,501	\$17,941	\$14,142

[Tax Calculator](#)[Details](#)[Tax Collector WebSite](#)

NOTE: Lower the top and bottom margins to 0.25 on File->Page Setup menu option in the browser to print the detail on one page.



GARY R. NIKOLITS, CFA Property Appraiser's Public Access System

Property Address

House | Block | Neighborhood | City | County



Parcel Information

Search

Results

Tools

Print

Layers

How do I?

Owner Information

PCN: 30434031000060070

View Property Details

Name: BABALOUIE LTD

Location: 960 N A1A

Mailing: 810 SATURN ST STE 20

JUPITER, FL 33477 4456

Appraisal Value

Market Value:

\$271,224

Assessed Value:

\$271,224

Exempt Amnt:

\$0

Taxable:

\$271,224

Tax Value

Ad Valorem:

\$5,838.67

Non ad valorem:

\$619.36

Total:

\$6,458.03

Sales Info

Sale Date

Sale Price

12/15/1997

\$475,000

12/01/1989

\$415,000

03/01/1986

\$100

**Property Information**

Location Address: 960 N A1A

Municipality: JUPITER

Parcel Control Number: 30-43-40-31-00-006-0070

Subdivision:

Official Records Book: 10329 Page: 1296 Sale Date: Dec-1997

Legal Description: 31-40-43, SELY 72 FT OF PAR IN OR10329P1296 IN GOV LT 6 LYG BET
FEC CNL & SR A-1-A R/WS & NW OF & ADJ TO STA POINT

[View Map](#)[Calculate
Portability](#)[2010 Proposed
Tax Notice](#)[Reverse Side
Help](#)**Owner Information**

Name: BABALOUIE LTD

Mailing Address: 810 SATURN ST STE 20
JUPITER FL 33477 4456

[All Owners](#)**Sales Information**

Sales Date	Book/Page	Price	Sale Type	Owner
Dec-1997	10329/1296	\$475,000	WARRANTY DEED	BABALOUIE LTD
Dec-1989	06310/1968	\$415,000	QUIT CLAIM	
Mar-1986	04815/0721	\$100	QUIT CLAIM	

Exemptions

Exemption Information Unavailable.

Appraisals

Tax Year:	2010	2009	2008
Improvement Value:	\$60,216	\$68,085	\$57,141
Land Value:	\$211,008	\$249,981	\$257,670
Total Market Value:	\$271,224	\$318,066	\$314,811

Use Code: 1100- STORESAll values are as of January 1st each year**Property Information**

Number of Units: 2
*Total Square Feet: 0
Acres: 0.1761
* May indicate living area in
residential properties.

Assessed and Taxable Values

Tax Year:	2010	2009	2008
Assessed Value:	\$271,224	\$318,066	\$314,811
Exemption Amount:	\$0	\$0	\$0
Taxable Value:	\$271,224	\$318,066	\$314,811

[Structure Detail](#)

Taxes

Tax Year:	2010	2009	2008
Ad Valorem:	\$5,839	\$6,511	\$6,009
Non Ad Valorem:	\$619	\$607	\$909
Total Tax:	\$6,458	\$7,118	\$6,918

[Tax Calculator](#)[Details](#)[Tax Collector WebSite](#)

NOTE: Lower the top and bottom margins to 0.25 on File->Page Setup menu option in the browser to print the detail on one page.

Parcel Information

[Search](#)

[Results](#)

[Tools](#)

[Print](#)

[Layers](#)

How do I?

Owner Information

PCN: 30434031070000010

[View Property Details](#)

Name: JUPITER CRA

Location: 18085 N A1A

Mailing: 210 MILITARY TRL

JUPITER, FL 33458 5786

Appraisal Value

Market Value: \$593,868

Assessed Value: \$593,868

Exempt Amnt: \$593,868

Taxable: \$0

Tax Value

Ad Valorem: \$0.00

Non ad valorem: \$0.00

Total: \$0.00

Sales Info

Sale Date

06/24/2009 \$10

08/01/2006 \$3,900,000

08/05/2004 \$10

11/10/2003 \$10

10/16/2003 \$10

01/10/2003 \$750,000

01/01/1988 \$100

**Property Information****Location Address:** 18085 N A1A[View Map](#)**Municipality:** JUPITER[Calculate Portability](#)**Parcel Control Number:** 30-43-40-31-07-000-0010[2010 Proposed Tax Notice](#)**Subdivision:** JUPITER INLET ESTS IN[Reverse Side Help](#)**Official Records Book:** 23525 **Page:** 748 **Sale Date:** Jun-2009**Legal Description:** JUPITER INLET ESTS NLY 180.19 FT AS MEAS ALONG E LI OF TH PT OF GOV LTS 6, 7 & OLD JUPITER/LAKE WORTH RY**Owner Information****Name:** JUPITER CRA[All Owners](#)**Mailing Address:** 210 MILITARY TRL
JUPITER FL 33458 5786**Sales Information**

Sales Date	Book/Page	Price	Sale Type	Owner
Jun-2009	23525/0748	\$10	QUIT CLAIM	JUPITER CRA
Aug-2006	20741/1285	\$3,900,000	WARRANTY DEED	JUPITER TOWN OF
Aug-2004	17395/0591	\$10	QUIT CLAIM	COLEMAN WILLIAM A IV

[All Sales](#)**Exemptions**

Applicant/Owner	Year	Detail
JUPITER CRA	2011	FULL: CRA'S AND DDA'S

Appraisals

Tax Year:	2010	2009	2008
Improvement Value:	\$0	\$0	\$0
Land Value:	\$593,868	\$659,832	\$680,249
Total Market Value:	\$593,868	\$659,832	\$680,249

Use Code: 1000- VACANT COMMERCIALAll values are as of January 1st each year**Property Information**Number of Units: 0
Acres: 0.46**Assessed and Taxable Values**

Tax Year:	2010	2009	2008
Assessed Value:	\$593,868	\$659,832	\$680,249
Exemption Amount:	\$593,868	\$659,832	\$680,249
Taxable Value:	\$0	\$0	\$0

[Structure Detail](#)

Taxes

Tax Year:	2010	2009	2008
Ad Valorem:	\$0	\$0	\$0
Non Ad Valorem:	\$0	\$0	\$0
Total Tax:	\$0	\$0	\$0

Tax Calculator

Details

Tax Collector WebSite

NOTE: Lower the top and bottom margins to 0.25 on File->Page Setup menu option in the browser to print the detail on one page.



Property Appraiser's Public Access System

PCN: 30434031070000040

City: Jupiter

Neighborhood: N/A

Block: 1

House: 1



Parcel Information

Search

Results

Tools

Print

Layers

How do I?

Owner Information

PCN: 30434031070000040

[View Property Details](#)

Name: JUPITER TOWN OF

Location: N/A1A

Mailing: 210 MILITARY TRL

JUPITER, FL 33458 5786

Appraisal Value

Market Value: \$224,001

Assessed Value: \$224,001

Exempt Amnt: \$224,001

Taxable: \$0

Tax Value

Ad Valorem: \$0.00

Non ad valorem: \$0.00

Total: \$0.00

Sales Info

Sale Date

08/01/2006 \$3,900,000

11/10/2003 \$10

01/24/2003 \$435,000

09/01/1984 \$100

**Property Information**

Location Address: N A1A

[View Map](#)

Municipality: JUPITER

[Calculate Portability](#)

Parcel Control Number: 30-43-40-31-07-000-0040

[2010 Proposed Tax Notice](#)

Subdivision: JUPITER INLET ESTS IN

[Reverse Side Help](#)

Official Records Book: 20741 Page: 1285 Sale Date: Aug-2006

Legal Description: JUPITER INLEET ESTS SELY 40 FT OF NWLY 144.26 FT AS MEAS FROM POINT OF CURVE ALONG N LI OF TH PT OF GOV**Owner Information**

Name: JUPITER TOWN OF

[All Owners](#)Mailing Address: 210 MILITARY TRL
JUPITER FL 33458 5786**Sales Information**Sales Date Book/Page Price Sale Type Owner[All Sales](#)

Aug-2006	<u>20741/1285</u>	\$3,900,000	WARRANTY DEED	JUPITER TOWN OF
Nov-2003	<u>16187/0117</u>	\$10	QUIT CLAIM	INLET VILLAGE MARINA INC
Jan-2003	<u>14778/1277</u>	\$435,000	WARRANTY DEED	COLEMAN WILLIAM IV

Exemptions

Applicant/Owner	Year	Detail
JUPITER TOWN OF	2011	FULL: MUNICIPAL GOVERNMENT

Appraisals

Tax Year:	2010	2009	2008
Improvement Value:	\$0	\$0	\$0
Land Value:	\$224,001	\$248,882	\$256,583
Total Market Value:	\$224,001	\$248,882	\$256,583

Property Information

Number of Units: 0
Acres: 0.17

Use Code: 8900- MUNICIPALAll values are as of January 1st each year**Assessed and Taxable Values**

Tax Year:	2010	2009	2008
Assessed Value:	\$224,001	\$248,882	\$256,583
Exemption Amount:	\$224,001	\$248,882	\$256,583
Taxable Value:	\$0	\$0	\$0

[Structure Detail](#)

Taxes

Tax Year:	2010	2009	2008
Ad Valorem:	\$0	\$0	\$0
Non Ad Valorem:	\$0	\$0	\$0
Total Tax:	\$0	\$0	\$0

Tax Calculator

Details

Tax Collector WebSite

NOTE: Lower the top and bottom margins to 0.25 on File->Page Setup menu option in the browser to print the detail on one page.



GARY R. NIKONTS, CFA

Property Appraiser's Public Access System

Property Address

Block

Neighborhood

City

County



Parcel Information

Search

Results

Tools

Print

Layers

How do I?

Owner Information

PCN: 30434031070000020

[View Property Details](#)

Name: JUPITER TOWN OF

Location: 18089 N A1A

Mailing: 210 MILITARY TRL

JUPITER, FL 33458 5786

Appraisal Value

Market Value: \$389,473

Assessed Value: \$389,473

Exempt Amnt: \$389,473

Taxable: \$0

Tax Value

Ad Valorem: \$0.00

Non ad valorem: \$0.00

Total: \$0.00

Sales Info

Sale Date

08/01/2006

11/18/2003

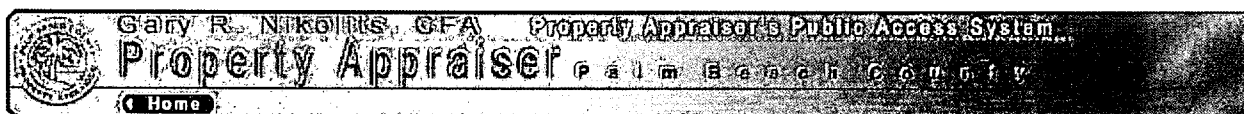
03/01/1966

Sale Price

\$3,900,000

\$1,000,000

\$100

**Property Information**

Location Address: 18089 N A1A

[View Map](#)

Municipality: JUPITER

[Calculate Portability](#)

Parcel Control Number: 30-43-40-31-07-000-0020

[2010 Proposed Tax Notice](#)

Subdivision: JUPITER INLET ESTS IN

[Reverse Side](#)

Official Records Book: 20741 Page: 1285 Sale Date: Aug-2006

[Help](#)**Legal Description:** JUPITER INLET ESTS NWLY 104.26 FT FROM A POINT OF CURVE AS MEAS ALONG N LI OF TH PT OF GOV LTS 6, 7, &**Owner Information**

Name: JUPITER TOWN OF

[All Owners](#)Mailing Address: 210 MILITARY TRL
JUPITER FL 33458 5786**Sales Information**

Sales Date	Book/Page	Price	Sale Type	Owner
Aug-2006	20741/1285	\$3,900,000	WARRANTY DEED	JUPITER TOWN OF
Nov-2003	16227/1309	\$1,000,000	WARRANTY DEED	COLEMAN WILLIAM A IV
Mar-1966	01339/0549	\$100	WARRANTY DEED	

Exemptions

Applicant/Owner	Year	Detail
JUPITER TOWN OF	2011	FULL: MUNICIPAL GOVERNMENT

Appraisals

Tax Year:	2010	2009	2008
Improvement Value:	\$20,514	\$22,606	\$34,375
Land Value:	\$368,959	\$409,941	\$422,626
Total Market Value:	\$389,473	\$432,547	\$457,001

Use Code: 8900- MUNICIPAL**Property Information**

Number of Units: 2
 *Total Square Feet: 0
 Acres: 0.28
 * May indicate living area in residential properties.

All values are as of January 1st each year**Assessed and Taxable Values**

Tax Year:	2010	2009	2008
Assessed Value:	\$389,473	\$432,547	\$457,001
Exemption Amount:	\$389,473	\$432,547	\$457,001
Taxable Value:	\$0	\$0	\$0

[Structure Detail](#)

Taxes

Tax Year:	2010	2009	2008
Ad Valorem:	\$0	\$0	\$0
Non Ad Valorem:	\$0	\$0	\$0
Total Tax:	\$0	\$0	\$0

[Tax Calculator](#)

[Details](#)

[Tax Collector WebSite](#)

NOTE: Lower the top and bottom margins to 0.25 on File->Page Setup menu option in the browser to print the detail on one page.

EXHIBIT B

VERIFICATION

LETTER FROM

THOMPSON &

ASSOCIATES

RE: SEAWALL &

DRAINAGE



Thompson & Associates

Civil Engineering

May 4, 2011

Town of Jupiter
c/o Jeffrey L. Oris, CEcD
Planning and Redevelopment Consultants, Inc.
5062 NW 45th Avenue
Coconut Creek, FL 33073

Reference: Statement of Engineer's Opinion

Dear Mr. Oris,

Please allow this Statement of Engineer's Opinion to clarify the integrity of the infrastructure for the commercial property located at 960 North AIA, Jupiter, Florida 33477. Currently operating on the property is Guanabanas Restaurant. The facility offers valet parking, off-site self parking, off-site prep-kitchen, and marina docking for small vessels. The following opinions are based on a site visit completed on April 26, 2011:

BULKHEAD INFRASTRUCTURE

The existing bulkhead is comprised of aluminum sheet piling which is showing significant signs of failure at several locations. The water interface of the bulkhead is pitted with corrosion which allows soil to migrate to the inter-coastal. In addition to the corrosion problem, the bottom of the bulkhead is noticeably bowing out demonstrating loss of toe support which usually means undermining of the sheet pile. It seems that most of the structural support provided for the upland property is directly from the original concrete bulkhead that was left intact when the aluminum sheet pile bulkhead was installed. Although attempts have been made to correct the problems, such as rip-rap placement at key locations and placement of fill behind the bulkhead, the bulkhead continues to deteriorate and soil continues to migrate into the inter-coastal. The loss of soil is undermining the property's infrastructure and filling in the marina portion of the inter-coastal which may require maintenance dredging to bring it back to its intended cross-section. In order to rectify this issue, a new bulkhead system needs to be installed in order to stop the migration of soil to the inter-coastal.

DRAINAGE INFRASTRUCTURE

The only existing drainage system on the site is located in the small valet drop-off area and handicapped parking lot. There are two (2) large catch basin connected with a short exfiltration trench system. After years of accepting stormwater runoff from the right-of-way, the system appears to be over-burdened and clogged with sediment. Simply cleaning the catch basins and perforated pipe would slightly improve the system's performance during a storm event; however the exfiltration trench portion outside of the pipe cannot be cleaned. The localized flooding that occurs on this area of the property can be avoided by either replacing the exfiltration trench in its entirety, or connecting the small drainage system to an outfall to provide positive discharge.

If you have any questions regarding this opinion letter, please contact me any time.

Respectfully submitted,

James F. Thompson, PE, LEED-AP
President, Thompson & Associates, Inc.

EXHIBIT C

TOWN OF JUPITER LETTER TO CHAD VAN BOVAN RE: SEAWALL



TOWN OF JUPITER

DPIC
Tom D
P.H.C.
c: Tom L ✓

Chad Von Bovon
997 North A1A
Jupiter FL, 33477

John Zimmerman
997 North A1A
Jupiter FL, 33477

Rick Clegg
Babalouie, Ltd.
810 Saturn Street, suite 20
Jupiter, FL 33477-4456

RE: Guanabanas's Sea Wall
960 North A1A, Jupiter FL 33477

Gentlemen:

The Town's Engineering Department has identified several concerns regarding the condition of the sea wall at Guanabanas. Field observation indicates the sea wall is bowing and tilting in several locations.

The following immediate actions are necessary to mitigate these concerns.

1. Provide an independent engineering analysis of the sea wall to verify it is functionally capable of sustaining the current loading without failure.
2. Provide a mitigation plan which provides for repair of the sea wall as determined by the engineer.
3. Provide a separate engineering analysis on the functional stability of the existing deck and dock.
4. Acquire the necessary permits for all repairs identified within the two requested engineering reports.

Please provide this office with the requested reports and mitigation plan prepared by a state certified professional engineer within 10 days of receipt of this letter.

If you have any questions contact this office immediately.

Sincerely,

Robert Lecky, CBO
Building Department Director

C: Doug Koennicke, Town Engineer
Brenda Arnold, Riverwalk Project Manager

RESOLUTION NO. R-2011- 1104

RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF PALM BEACH COUNTY, FLORIDA, GRANTING THE REQUEST OF THE TOWN OF JUPITER TO EXPAND THE BOUNDARIES OF THE EXISTING JUPITER COMMUNITY REDEVELOPMENT AREA (CRA) TO INCLUDE FIVE ADJACENT PARCELS, KNOWN AS GUANABANAS AND INLET VILLAGE PARK

WHEREAS, Chapter 163, Part III, Florida Statutes (F.S.), known as the Community Redevelopment Act of 1969, provides for a mechanism for local governments to create a Community Redevelopment Agency to deal with conditions of slums and blight; and

WHEREAS, the Board of County Commissioners delegated the exercise of powers conferred by Chapter 163, Part III, F.S., "The Community Redevelopment Area" to allow the Town of Jupiter to create the Community Redevelopment Area (CRA) by Resolution No. 2002-0090; and

WHEREAS, the Board of County Commissioners retained authority to expand boundaries of the CRA as authorized by Resolution No. 2002-0090; and

WHEREAS, the 5 parcels, totaling 1.53 acres, known as Guanabanas and the Inlet Village Park, were unincorporated at the time of the creation of the Jupiter CRA; and

WHEREAS, the Town of Jupiter provided the "Finding of Necessity" report that determined the expanded areas as having slum or blighted areas, as defined by Section 163.340, F.S.; and

WHEREAS, the Jupiter Community Redevelopment Agency (JCRA) adopted the expansion of the boundaries on May 11, 2011 by Resolution No. CRA 3-11; and

WHEREAS, the Town of Jupiter adopted the expansion of the boundaries on May 17, 2011, by Resolution No. 22-11.

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

1. The Board of County Commissioners hereby grants the Town of Jupiter and the Jupiter Community Redevelopment Agency the expansion of the boundaries of the existing CRA to include the parcels identified in Exhibit "A".

2. This resolution is not intended to and does not alter or amend the powers or provisions of Resolution 2002-0090, but is instead intended solely to expand the boundaries as described in Exhibit. "A".

3. Effective Date and Duration. The provisions of this Resolution shall become effective upon adoption by the Board of County Commissioners and shall continue to be effective for a period not to exceed the term of the initial bonds issued to finance the redevelopment identified in the Community Redevelopment Plan prepared pursuant to Section 163.362, F.S., but in no event to exceed thirty (30) years from the adoption of the Community Redevelopment Plan unless otherwise specifically extended by the Board of County Commissioners. It is specifically the intention of the Board of County Commissioners to delegate the herein described powers only for the length of the bonds, and such delegation is not intended to extend to any period of time associated with any amendment of the Community Redevelopment Plan or any refinancing of the bonds.

The foregoing Resolution was offered by Commissioner Aaronson, who moved its adoption. The motion was seconded by Commissioner Vana, and upon being put to a vote, the vote was as follows:

Commissioner Karen T. Marcus, Chair	-	Aye
Commissioner Shelley Vana, Vice Chair	-	Aye
Commissioner Paulette Burdick	-	Aye
Commissioner Steven L. Abrams	-	Aye
Commissioner Burt Aaronson	-	Aye
Commissioner Jess R. Santamaria	-	Aye
Commissioner Priscilla A. Taylor	-	Absent

The Chair thereupon declared the Resolution duly passed and adopted this 19th day of July, 2011.

PALM BEACH COUNTY, FLORIDA, BY ITS
BOARD OF COUNTY COMMISSIONERS

SHARON R. BOCK, CLERK & COMPTROLLER

By:

Nancy P. Bock
Deputy Clerk

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By: Sammy R. Bock
County Attorney

STATE OF FLORIDA, COUNTY OF PALM BEACH
I, SHARON R. BOCK, Clerk and Comptroller,
certify this to be a true and correct copy of the original
filed in my office on JUL 19 2011

dated at West Palm Beach, FL on 7-25-11

By:

Nancy P. Bock
Deputy Clerk

Exhibit A

Parcels Identified for the Jupiter CRA

Parcel Number	Owner	Acres	Legal Description
30-43-40-31-00-006-0050	Babalouie Ltd	0.4457	31-40-43, NWLY 200 FT OF SELY 272 FT OF PAR IN OR10329P1296 IN GOV LT 6 LYG BET FEC CNL & SR A-1-A R/WS & NW OF & ADJ TO STA POINT 1180+23.1 PB16P25
30-43-40-31-00-006-0070	Babalouie Ltd	0.1761	31-40-43, SELY 72 FT OF PAR IN OR10329P1296 IN GOV LT 6 LYG BET FEC CNL & SR A-1-A R/WS & NW OF & ADJ TO STA POINT 1180+23.1 PB16P25
30-43-40-31-07-000-0020	Jupiter CRA	0.46	JUPITER INLET ESTS NWLY 104.26 FT FROM A POINT OF CURVE AS MEAS ALONG N LI OF TH PT OF GOV LTS 6, 7, & OLD JUPITER/LAKE WORTH RY R/W LYG BET SR A-1-A & FEC CNL A/K/A TH PT OF TR K
30-43-40-31-07-000-0040	Town of Jupiter	0.17	JUPITER INLEET ESTS SELY 40 FT OF NWLY 144.26 FT AS MEAS FROM POINT OF CURVE ALONG N LI OF TH PT OF GOV LTS 6, 7 & OLD JUPITER/LAKE WORTH RY R/W LYG BET SR 1-1 R/W & FEC CNL A/K/A TH PT OF TR K
30-43-40-31-07-000-0010	Town of Jupiter	0.28	JUPITER INLET ESTS NLY 180.19 FT AS MEAS ALONG E LI OF TH PT OF GOV LTS 6, 7 & OLD JUPITER/LAKE WORTH RY R/W LYG SLY OF SR A-1-A R/W & BET W LI OF E 30 FT OF ABND JUNO ST & FEC CNL A/K/A PT OF TR K
Total:		1.5318	

Source: 2011 Property Appraiser Data

RESOLUTION NO. 22-11

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF JUPITER, FLORIDA, AMENDING THE TOWN OF JUPITER'S COMMUNITY REDEVELOPMENT PLAN BY EXPANDING THE BOUNDARIES OF THE EXISTING COMMUNITY REDEVELOPMENT AREA TO INCLUDE TWO PARCELS OF LAND ADJACENT TO THE EXISTING BOUNDARY, KNOWN AS GUANABANAS AND INLET VILLAGE PARK; PROVIDING FOR A FINDING OF NECESSITY FOR THE EXPANSION OF THE JUPITER COMMUNITY REDEVELOPMENT AGENCY AREA'S BOUNDARIES; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Planning and Redevelopment Consultants, Inc. ("PRC") has conducted a Necessity Study, copy of which is on file in the Office of the Town Clerk, the purpose of which was to determine if slum or blighted areas, as defined by Section 163.340, Florida Statutes, existed within the boundaries of two parcels which are adjacent to the existing Community Redevelopment Area (Area); and

WHEREAS, the Necessity Study confirmed the existence of slum and blighted areas in the area wherein the two parcels known as Guanabanas and Inlet Village Park are located; and

WHEREAS, Section 163.361, Florida Statutes, empowers and authorizes the Town to amend its Community Redevelopment Agency (Agency) Plan to expand the boundaries of the Area upon the recommendations of the Agency's Board of Commissioners ; and

WHEREAS, the Town of Jupiter, Florida ("Town") has completed a study of an area which is adjacent to the Agency's boundaries; and

WHEREAS, the Town has determined, based on this study that the area adjacent to the Agency's current boundary in the area known as the Inlet Village meets the statutory definition of a slum and blighted area, pursuant to the

"Community Redevelopment Act" of Part III of Chapter 163, Florida Statutes; and

WHEREAS, the Agency's boundaries are located adjacent to and contiguous with an area which includes two separate parcels of land which exhibit slum and blighted conditions and the two parcels are legally described and depicted in Exhibit "1", which is attached hereto and incorporated herein; and

WHEREAS, the rehabilitation, conservation or redevelopment, or any combination thereof of the two parcels legally described herein is necessary and in the best interest of the health, safety, morals, and general welfare of the residents and visitors of the Town of Jupiter; and

WHEREAS, the Town and Agency's staff have recommended the amendment of the Agency's Plan to expand the boundaries of the existing Area, to include the two parcels legally described herein; and

WHEREAS, the Town of Jupiter Town Council finds that it is in the best interest of its residents and visitors to include the two parcels legally described herein within the boundaries of the Agency's Area.

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

Section 1. The above recitals are all true and accurate and are incorporated herein and made a part of this resolution.

Section 2. Pursuant to and in accordance with the provisions of Section 163.361, Florida Statutes, as amended, that the Town Council of the Town of Jupiter, Florida hereby, amends the Agency's Community Redevelopment Plan to expand the boundaries of the existing Area to include the following legally described parcels:

ADDITIONAL PARCEL 1.

Legal Description:

A parcel of land lying in Section 31, Township 40 South, Range 43 East, Palm Beach County Florida and being more particularly described as follows:

*From the intersection of the centerline of the State Road A1A with the South line of the said Section 31, run N 31degrees 21minutes and 17 seconds West, making an angle of 58 degrees, 43 minutes and 40 seconds when measured from the West to North, with the South line of said Section 31, a distance of 352.24 feet; thence North 63 degrees, 41 minutes and 17 seconds West, a distance of 329.03 feet to a point in the Southerly right-of-way line of State Road A1A (SR#5), and the **POINT OF BEGINNING** of the herein described parcel. Proceed then South 32 degrees, 14 minutes and 43 seconds West along the Northwesterly line of a parcel of land now or formally owned by William and Mildred Zamperini, as recorded in Deed Book 1339, page 549 records of Palm Beach County, Florida, a distance of 108.73 feet more or less to the waters of the Florida East Coast Canal, thence Westerly meandering the waters of the Florida East Coast Canal, a distance of 230 feet more or less; thence N 12 degrees, 22 minutes and 31 seconds East along the Easterly line of a parcel of land now or formerly the property of Albert and Elsie Derrick, as recorded in Deed Book 963, Page 84 Records of Palm Beach County, Florida, a distance of 129.66 feet more or less, to a point in the Southerly right-of-way line of State Road #5; thence South 63 degrees, 41 minutes and 17 seconds East, along said Southerly right-of-way line a distance of 272.00 feet to the **POINT OF BEGINNING**.*

ADDITIONAL PARCEL 2

Legal Description

Parcels of land in government lots 6 & 7, Section 31, Township 40 South, Range 43 East, described in Palm Beach County, Florida Official Records Book 14665, page 0490, Official Records Book 16227, page 1309, and Official Records Book 14778, page 1277, more particularly described as follows:

*Begin at station 1180+23.1 on the southerly right-of-way line of US Highway One (now State Road A1A) as shown on amended plat of Jupiter Inlet Estates, Inc. as recorded in Plat Book 16, page 25, Palm Beach County, Florida Public Records. Said point being the point of curvature of a curve concave to the Southwest having a radius of 922.40 feet and a tangent having as assumed bearing of N63 degrees, 00 minutes, 00 seconds W, which is the basis of bearings in this in this description; thence Southeasterly along the arc of said curve 161.50 feet to the Easterly right-of-way line of the Old Jupiter and Lake Worth Railway as shown on the Plat of Jupiter as recorded in Plat Book 1, page 56, Palm Beach County, Florida public records; thence S21 degrees, 11 minutes, 28 seconds E along said Easterly right-of-way line 180.51 feet; thence S 83 degrees, 49 minutes, 39 seconds W 140.24 feet, more or less, to the shore of Lake Worth Canal; thence Northwesterly along said shore to a line which bears S32 degrees, 56 minutes and 00 seconds W from the **POINT OF BEGINNING**; thence N 32 degrees, 56 minutes, 00 seconds E, 112.07 feet, more or less, to the **POINT OF BEGINNING**.*

ORDINANCE NO. 60-01

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF JUPITER, FLORIDA, CREATING A COMMUNITY REDEVELOPMENT AGENCY WITHIN THE TOWN OF JUPITER; PROVIDING FOR LEGISLATIVE INTENT AND PURPOSE; PROVIDING FOR THE MEMBERSHIP ORGANIZATION OF THE AGENCY; PROVIDING FOR THE EXERCISE OF CERTAIN POWERS; PROVIDING FOR THE PREPARATION OF A COMMUNITY REDEVELOPMENT PLAN; PROVIDING FOR CODIFICATION; PROVIDING FOR REPEAL OF ORDINANCES IN CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Florida Legislature has enacted the Community Redevelopment Act of 1969, codified at Chapter 163, Part III, Florida Statutes (the Act); and

WHEREAS, upon a finding of necessity, the Act authorizes a municipality to create a separate body corporate and politic to be known as a community redevelopment agency; and

WHEREAS, the Town Council of the Town of Jupiter has received a report entitled "A Finding of Necessity" as prepared by Florida Planning Group, Inc. enumerating conditions of slum and blight in the Town; and

WHEREAS, the conditions of slum and blight include, but are not limited to, defective or inadequate street layout, faulty lot layout, unsanitary or unsafe conditions,

deterioration of site or improvements, inadequate and outdated density patterns, inadequate transportation and parking facilities and diversity of ownership; and

WHEREAS, the existence of slum and blighted areas as defined by the Act contributes substantially and increasingly to, among other things, increased crime; constitutes an economic and social liability; decreases the tax base and reduces tax revenues; impairs sound growth; aggravates traffic problems and the improvement of traffic facilities; and

WHEREAS, there exists a need to protect the health, safety, morals, and general welfare of the residents of the Town of Jupiter from the effects of slum and blighting conditions; and

WHEREAS, the preservation and enhancement of the Town's tax base is essential to its existence and financial health; and

WHEREAS, the enhancement of the Town's tax base is implicit in the purposes for which a community development agency is established; and

WHEREAS, tax increment financing is an effective method of achieving the preservation and enhancement of areas which are experiencing a declining tax base; and

WHEREAS, the redevelopment of areas, pursuant to the Act, when complete will enhance the tax base and provide tax revenues to all affected taxing authorities, thereby increasing their ability to provide services; and

WHEREAS, the Town Council of the Town of Jupiter has adopted Resolution No. 98-01 finding a necessity for the creation of a Community Redevelopment Agency within the Town of Jupiter; and

WHEREAS, the Palm Beach County Board of County Commissioners has adopted a resolution authorizing and approving the Town's creation of a community development agency; and.

WHEREAS, the Town Council of the Town of Jupiter has provided public notice of its proposed creation of a Community Redevelopment Agency; and

WHEREAS, the Town Council of the Town of Jupiter has provided notice by registered mail to each taxing authority which levies ad valorem taxes on taxable property contained within the proposed boundaries of the Community Redevelopment Agency.

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

Section 1. LEGISLATIVE INTENT AND PURPOSE.

The whereas clauses are hereby incorporated herein as an expression of the Town Council's legislative intent and purposes for the creation of a Community Redevelopment Agency.

Section 2. CREATION OF COMMUNITY REDEVELOPMENT AGENCY.

There is hereby created a public body corporate and politic to be known as the Town of Jupiter Community Redevelopment Agency, hereinafter referred to as the "Agency". The Agency shall be a legal entity, separate, distinct and independent from the Town Council of the Town of Jupiter, Florida. The Agency shall have all of the powers

necessary or convenient to carry out and effectuate the purposes and provisions of Chapter 163, Part III, Florida Statutes, and this ordinance, as either or both may be amended from time to time.

Section 3. MEMBERSHIP.

- 3.01. The Agency shall be governed by the five (5) council members of the Town of Jupiter Town Council who shall comprise the Agency's board of commissioners. The terms of office of commissioners of the Agency shall coincide with the terms of office of the Town Council members.
- 3.02. The commissioners of the Agency shall receive no compensation for their services, but shall be entitled to the reimbursement of necessary expenses, including traveling expenses, incurred in the discharge of their duties, as approved by the Town Council.
- 3.03. The powers of the Agency shall be exercised by the commissioners thereof. A majority of the commissioners shall constitute a quorum for the purpose of conducting business and exercising the powers of the Agency and for all other purposes. Action may be taken by the Agency upon a vote of a majority of the commissioners present.
- 3.04. The Mayor and Vice Mayor of the Town Council shall serve as the Agency's chair and vice chair, respectively.
- 3.05. The Agency may employ an executive director, technical experts, and such other agents and employees, permanent and temporary, as it may require, and determine their qualifications, duties, and compensation. For such legal

service as it may require, the commissioners may appoint the Town Attorney and/or may retain such other legal counsel as it deems necessary.

- 3.06 The Agency shall annually file with the Town Council and with the Auditor General, a certified audit report of its activities for the preceding fiscal year, which report shall include a complete financial statement setting forth its assets, liabilities, income, and operating expenses as of the end of each fiscal year. At the time of filing the report, the Agency shall publish in a newspaper of general circulation in the Town, a notice to the effect that such report has been filed and that the report is available for inspection during business hours in the Office of the Clerk for the Town Council and in the office of the Agency.
- 3.07 The Agency shall have the power and authority to make and issue such regulations, bylaws and rules as it deems necessary to implement its powers and functions. Such regulations and bylaws shall be consistent with Chapter 163, Part III, Florida Statutes, and this ordinance as either or both may be amended from time to time.
- 3.08 The officers, commissioners and employees of the Agency shall be subject to the provisions and requirements of Part III of Chapter 112, Florida Statutes and Section 163.367, Florida Statutes, as these statutes may be amended from time to time.

Section 4. POWERS.

The Agency shall have all of the powers of a community redevelopment agency as set forth in Chapter 163, Part III, Florida Statutes, as it may be amended from time to time.

Section 5. BOUNDARIES

The boundaries of the Community Redevelopment Agency area are as shown on Attachment "A" and are incorporated herein.

Section 6. COMMUNITY REDEVELOPMENT PLAN.

The Agency shall prepare or cause to be prepared a community redevelopment plan as described in Section 163.360, Florida Statutes, for the area that the Town Council has determined to be a slum area, a blighted area.

Section 7. DELEGATION OF POWER.

The Town Council of Jupiter hereby delegates to the Agency each of the powers set forth in Sections 163.370, Florida Statutes, as this statute may be amended from time to time. Provided, however, that the Town Council of the Town of Jupiter retains the right to exercise any of the powers delegated herein to the Agency, and the Agency's exercise of such powers shall not be deemed to be vested exclusively in the Agency.

Section 8. CODIFICATION.

The provisions of this ordinance shall become and be made a part of the code of laws and ordinances of the Town of Jupiter, Florida. The sections of this ordinance may be renumbered or relettered to accomplish such, and the sections of this ordinance may be changed to "section," "division," "article," or any other appropriate word.

Section 9. REPEAL OF LAWS IN CONFLICT

All local laws and ordinances applying to the Town of Jupiter in conflict with any provisions of this ordinance are hereby repealed.

Section 10. SEVERABILITY.

Should any section or provision of this ordinance or any portion thereof, any paragraph, sentence or word be declared by a court of competent jurisdiction to be invalid, such decision shall not affect the validity of the remainder hereof as a whole or any part thereof other than the part declared to be invalid.

Section 11. EFFECTIVE DATE.

This ordinance shall take effect upon adoption.

Attachment "A"

K:\mngmt\wp51\ordinance\ord-60-01-CRA-final
11/30/01 Final

DESCRIPTION & SKETCH
PREPARED FOR:
TOWN OF JUPITER

COMMUNITY REDEVELOPMENT AREA
BOUNDARY

DESCRIPTION: TOWN OF JUPITER CRA

A PARCEL OF LAND LYING IN SECTION 31, TOWNSHIP 40 SOUTH, RANGE 43 EAST, AND SECTIONS 5, 6, 7, AND 8, TOWNSHIP 41 SOUTH, RANGE 43 EAST, PALM BEACH COUNTY, FLORIDA; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE CENTERLINE OF OCEAN WAY AND THE EASTERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY NO. 1 (STATE ROAD NO. 5) AS RECORDED IN ROAD PLAT BOOK 2, PAGE 43, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, THE CENTERLINE OF OCEAN WAY IS THE EASTERLY EXTENSION OF THE SOUTH LINE OF GOVERNMENT LOT 3, SAID SECTION 8; THENCE, DEPARTING SAID EASTERLY RIGHT-OF-WAY LINE, NORTH 89°33'21" WEST, ALONG THE EASTERLY EXTENSION OF SAID GOVERNMENT LOT 3, AND THE SOUTH LINE OF GOVERNMENT LOT 3, A DISTANCE OF 491.70 FEET TO THE SOUTHWEST CORNER OF SAID GOVERNMENT LOT 3; THENCE NORTH 16°35'32" WEST, ALONG THE WEST LINE OF SAID GOVERNMENT LOT 3, A DISTANCE OF 643.56 FEET; THENCE NORTH 58°17'23" WEST, A DISTANCE OF 726.02 FEET; THENCE NORTH 87°59'50" WEST, A DISTANCE OF 513.50 FEET TO THE CENTERLINE OF THE INTRACOASTAL WATERWAY ACCORDING TO PLAT BOOK 17, PAGE 1, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; THENCE NORTH 11°25'13" WEST, ALONG THE CENTERLINE OF THE INTRACOASTAL WATERWAY, A DISTANCE OF 1858.92 FEET; THENCE NORTH 43°31'31" WEST, A DISTANCE OF 1095.38 FEET; THENCE NORTH 18°02'14" WEST, A DISTANCE OF 4480.92 FEET; THENCE, DEPARTING SAID CENTERLINE NORTH 66°00'00" EAST, A DISTANCE OF SAID 651.77 FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF SAID U.S. HIGHWAY NO. 1; THENCE NORTH 07°51'58" WEST, ALONG SAID WESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 955.00 FEET TO THE SOUTHEAST CORNER OF PARCEL F, ACCORDING TO THE PLAT OF JUPITER HARBOUR, AS RECORDED IN PLAT BOOK 56, PAGE 5, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; THENCE SOUTH 82°08'02" WEST, ALONG THE SOUTH BOUNDARY OF SAID PARCEL F, A DISTANCE OF 30.00 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE SOUTH, HAVING A RADIUS OF 300.00 FEET AND A CENTRAL ANGLE OF 29°36'41"; THENCE SOUTHWESTERLY, ALONG THE ARC OF SAID CURVE, A DISTANCE OF 155.04 FEET TO THE POINT OF REVERSE CURVATURE WITH A CURVE CONCAVE TO THE NORTH, HAVING A RADIUS OF 220.00 FEET AND A CENTRAL ANGLE OF 12°00'00"; THENCE SOUTHWESTERLY, ALONG THE ARC OF SAID CURVE, A DISTANCE OF 46.08 FEET TO THE POINT OF TANGENCY; SOUTH 64°31'21" WEST, A DISTANCE OF 37.17



LB4431

675 West Indiantown Road, Suite 200,
Jupiter, Florida 33458 TEL. 561-746-8454

CAD K: \AUTOCAD\00-202\2021MG01.DWG

REF K: \AUTOCAD\

FLD	CREW	FB.	000 000	PG.	00 00	JOB	01-202
OFF	W.D.J.		000 000		00 00	DATE	10/26/01
CKD	D.C.L.	SHEET	1	OF	12	DWG	A01-202

DESCRIPTION & SKETCHPREPARED FOR:
TOWN OF JUPITER**COMMUNITY REDEVELOPMENT AREA
BOUNDARY**

FEET TO THE BEGINNING OF A CURVE, CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 65.00 FEET, AND A CENTRAL ANGLE OF 88°33'06"; THENCE WESTERLY AND NORTHERLY, ALONG THE ARC OF SAID CURVE, A DISTANCE OF 100.46 FEET TO THE POINT OF TANGENCY; THENCE NORTH 26°55'33" WEST, A DISTANCE OF 131.18 FEET TO THE BEGINNING OF A CURVE, CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 74.00 FEET, AND A CENTRAL ANGLE OF 58°43'06"; THENCE NORTHERLY AND WESTERLY, ALONG THE ARC OF SAID CURVE, A DISTANCE OF 75.84 FEET TO THE POINT OF TANGENCY; THENCE NORTH 85°38'40" WEST, A DISTANCE OF 45.65 FEET TO THE SOUTHEAST CORNER OF LOT 1, ACCORDING TO SAID PLAT OF JUPITER HARBOUR; THENCE NORTH 37°31'21" EAST, ALONG THE EAST LINE OF SAID LOT 1, A DISTANCE OF 69.83 FEET TO THE NORTHEAST CORNER OF SAID LOT 1; THENCE NORTH 32°51'57" WEST, ALONG THE NORTH LINE OF SAID LOT 1 AND THE SOUTHERLY BOUNDARY OF PARCEL C, ACCORDING TO SAID JUPITER HARBOUR, A DISTANCE OF 371.59 FEET; THENCE NORTH 57°08'03" EAST, A DISTANCE OF 62.00 FEET; NORTH 32°51'57" WEST, A DISTANCE OF 16.59 FEET; THENCE NORTH 63°24'49" WEST, A DISTANCE OF 84.84 FEET; THENCE NORTH 86°35'09" WEST, A DISTANCE OF 321.54 FEET; THENCE SOUTH 88°03'30" WEST, A DISTANCE OF 192.50 FEET TO THE BEGINNING OF A CURVE, CONCAVE TO THE NORTH, HAVING A RADIUS OF 158.42 FEET, AND A CENTRAL ANGLE OF 60°27'05"; THENCE WESTERLY AND NORTHERLY, ALONG THE ARC OF SAID CURVE, A DISTANCE OF 167.14 FEET TO THE NORTH LINE OF SAID JUPITER HARBOUR AND THE TERMINUS OF SAID CURVE; THENCE, DEPARTING SAID PLAT OF JUPITER HARBOUR, NORTH 02°00'00" WEST, ALONG A NON-TANGENT LINE, THROUGH THE WATERS OF THE LOXAHATCHEE RIVER, A DISTANCE OF 280.00 FEET; THENCE NORTH 88°00'00" EAST, A DISTANCE OF 1450.00 FEET TO A POINT 95 FEET, MORE OR LESS, EAST OF THE U.S. HIGHWAY NO. 1 BRIDGE OVER SAID LOXAHATCHEE RIVER, AND BEGINNING OF A CURVE, CONCAVE TO THE SOUTH, HAVING A RADIUS OF 2200.00 FEET, AND A CENTRAL ANGLE OF 41°11'08"; THENCE, EASTERLY, ALONG THE ARC OF SAID CURVE, A DISTANCE OF 1581.41 FEET TO THE BEGINNING OF A REVERSE CURVE, CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 2200.00 FEET, AND A CENTRAL ANGLE OF 16°11'08"; THENCE SOUTHEASTERLY, ALONG THE ARC OF SAID CURVE, A DISTANCE OF 621.48 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 67°00'00" EAST, A DISTANCE OF 512.15 FEET TO THE WEST LINE OF THE EAST 150.00 FEET OF SAID SECTION 31; THENCE SOUTH 00°27'56" EAST, ALONG SAID WEST LINE, A DISTANCE OF 818.82 FEET TO THE NORTH LINE OF THE SOUTH 190.00 FEET OF SAID SECTION 31; THENCE SOUTH 89°58'25" EAST, ALONG SAID NORTH LINE, A DISTANCE OF 150.01 FEET TO THE EAST LINE OF SAID SECTION 31;



LB4431

675 West Indiantown Road, Suite 200,
Jupiter, Florida 33458 TEL. 561-746-8454

CAD K:\AUTOCAD\00-202\2021MG01.DWG

REF K:\AUTOCAD\

FLD	CREW	FB.	000	PG.	00	JOB	01-202
			000		00		
OFF	W.D.J.		000		00	DATE	10/26/01
			000		00		
CKD	D.C.L.	SHEET	2	OF	12	DWG	A01-202

DESCRIPTION & SKETCH
PREPARED FOR:
TOWN OF JUPITER

**COMMUNITY REDEVELOPMENT AREA
BOUNDARY**

THENCE SOUTH 00°27'56" EAST, ALONG SAID EAST LINE, A DISTANCE OF 190.01 FEET TO THE SOUTHEAST CORNER OF SAID SECTION 31; THENCE SOUTH 01°18'55" WEST, ALONG THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 6, A DISTANCE OF 1029.56 FEET TO THE NORTH RIGHT-OF-WAY LINE OF JUPITER BEACH ROAD; THENCE, ALONG SAID NORTH RIGHT-OF-WAY LINE, NORTH 89°58'41" WEST, A DISTANCE OF 303.79 FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF STATE ROAD A-1-A; THENCE SOUTH 31°21'00" EAST, ALONG SAID WESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 121.12 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 1811.08 FEET, AND A CENTRAL ANGLE OF 7°25'57"; THENCE, SOUTHEASTERLY, ALONG THE ARC OF SAID CURVE, A DISTANCE OF 234.94 FEET TO THE NORTH LINE OF THE SOUTH HALF OF THE NORTHEAST QUARTER OF SAID SECTION 6 AND THE TERMINUS OF SAID CURVE; THENCE, DEPARTING SAID WESTERLY RIGHT-OF-WAY LINE, NORTH 89°58'41" WEST, ALONG SAID NORTH LINE, A DISTANCE OF 1026.55 FEET TO THE EAST LINE OF JUPITER MALL PROPERTY, ACCORDING TO OFFICIAL RECORD BOOK 9593, PAGE 1364, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; THENCE, ALONG THE EAST BOUNDARY OF THE MALL PROPERTY, SOUTH 24°59'05" EAST, A DISTANCE OF 1130.95 FEET; THENCE SOUTH 89°58'57" EAST, A DISTANCE OF 58.28 FEET TO THE WEST LINE OF THE EAST 566.02 FEET OF SAID NORTHEAST QUARTER; THENCE SOUTH 01°18'55" WEST, A DISTANCE OF 300.00 FEET TO THE SOUTH LINE OF SAID NORTHEAST QUARTER AND THE NORTHERLY RIGHT-OF-WAY LINE OF INDIANTOWN ROAD; THENCE, DEPARTING SAID EAST MALL BOUNDARY, SOUTH 89°58'55" EAST, ALONG SAID NORTH RIGHT-OF-WAY LINE, A DISTANCE OF 566.17 FEET TO THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 6; THENCE SOUTH 01°14'35" WEST, ALONG THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 6, A DISTANCE OF 670.05 FEET; THENCE NORTH 89°58'57" WEST, A DISTANCE OF 614.98 FEET; THENCE SOUTH 26°27'57" EAST, A DISTANCE OF 413.09 FEET; THENCE SOUTH 63°32'03" WEST, A DISTANCE OF 315.00 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF SAID U.S. HIGHWAY NO. 1; THENCE SOUTH 26°27'03" EAST, ALONG SAID EAST RIGHT-OF-WAY LINE, A DISTANCE OF 1157.08 FEET TO THE BEGINNING OF A CURVE, CONCAVE TO THE WEST, HAVING A RADIUS OF 17,248.80 FEET, AND A CENTRAL ANGLE OF 3°07'05"; THENCE SOUTHERLY, ALONG THE ARC OF SAID CURVE, A DISTANCE OF 938.69 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 23°19'58" EAST, A DISTANCE OF 2534.85 FEET TO THE INTERSECTION WITH SAID CENTERLINE OF OCEAN WAY AND THE POINT OF BEGINNING.



LB4431

675 West Indiantown Road, Suite 200,
Jupiter, Florida 33458 TEL. 561-746-8454

CAD K:\AUTOCAD\00-202\2021MG01.DWG

REF K:\AUTOCAD\

FLD	CREW	FB.	000	PG.	00	JOB	01-202
			000		00		
OFF	W.D.J.		000		00	DATE	10/26/01
			000		00		
CKD	D.C.L.	SHEET	3	OF	12	DWG	Page 1667 of 1730
							A01-202

DESCRIPTION & SKETCH

PREPARED FOR:

TOWN OF JUPITER

**COMMUNITY REDEVELOPMENT AREA
BOUNDARY****LEGEND:**

LB = LICENSE BUSINESS
LS = LICENSE SURVEY
ORB = OFFICIAL RECORD BOOK
PB = PLAT BOOK
ROW = RIGHT-OF-WAY
RPB = ROAD PLAT BOOK

LESS AND EXCEPT: (HAAS ENCLAVE)

A PARCEL OF LAND LYING IN SECTION 31, TOWNSHIP 40 SOUTH, RANGE
43 EAST; PALM BEACH COUNTY, FLORIDA; BEING MORE PARTICULARLY
DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE EAST RIGHT OF WAY LINE OF U.S.
HIGHWAY NO. 1 AND THE NORTHERLY WATERS OF THE FLORIDA EAST COAST
CANAL; THENCE EASTERLY ALONG SAID NORTHERLY WATERS OF THE FLORIDA
EAST COAST CANAL TO THE SOUTHERLY LINE OF PARCEL K, AMENDED PLAT
OF JOHNSON'S ADDITION TO JUPITER, PLAT BOOK 16, PAGE 25, PUBLIC
RECORDS OF PALM BEACH COUNTY, FLORIDA; THENCE EAST ALONG SAID
SOUTH LINE OF PARCEL K TO THE EAST LINE OF PARCEL K; THENCE NORTH
ALONG THE EAST LINE OF PARCEL K TO THE SOUTH RIGHT OF WAY LINE OF
STATE ROAD A-1-A, THENCE WEST ALONG THE SOUTH LINE OF SAID A-1-A
TO SAID EAST RIGHT OF WAY LINE OF U.S. No. 1; THENCE SOUTH ALONG SAID
EAST LINE OF U.S. No. 1 TO SAID NORTHERLY WATERS OF THE FLORIDA EAST
COAST CANAL AND THE POINT OF BEGINNING.

TOTAL CRA AREA: 397 ACRES, MORE OR LESS.

SURVEYOR'S NOTES:

1. THIS IS NOT A BOUNDARY SURVEY.
2. NO SEARCH OF THE PUBLIC RECORDS HAS BEEN MADE BY THIS OFFICE.
3. THE DESCRIPTION SKETCH AND THE DESCRIPTION TEXT COMPRISE THE COMPLETE LEGAL DESCRIPTION.
THE LEGAL DESCRIPTION IS NOT VALID UNLESS BOTH ACCOMPANY EACH OTHER.
4. THIS LEGAL DESCRIPTION IS NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF
A FLORIDA LICENSED SURVEYOR AND MAPPER EMPLOYED BY LIDBERG LAND SURVEYING, INC.
5. DATE OF LEGAL DESCRIPTION: NOVEMBER 12, 2001.

LIDBERG LAND SURVEYING, INC.

Wray D. Jordan
WRAY D. JORDAN
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA CERTIFICATE No. 4244

**LIDBERG LAND
SURVEYING, Inc.**

LB4431

675 West Indiantown Road, Suite 200,
Jupiter, Florida 33458 TEL. 561-746-8454

CAD K:\AUTOCAD\00-202\2021MG01.DWG

REF K:\AUTOCAD\

FLD	CREW	FB.	000	PG.	00	JOB	01-202
			000		00		
OFF	W.D.J.		000		00	DATE	10/26/01
			000		00		
CKD	D.C.L.	SHEET	4	OF	12	DWG	A01-202

DESCRIPTION & SKETCH

PREPARED FOR:
TOWN OF JUPITER

COMMUNITY REDEVELOPMENT AREA
BOUNDARY

400' 200' 0' 400'



GRAPHIC SCALE IN FEET
SCALE: 1" = 400'



LIDBERG LAND SURVEYING, INC.

LB4431

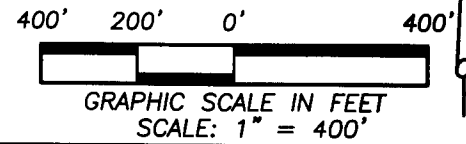
675 West Indiantown Road, Suite 200,
Jupiter, Florida 33458 TEL. 561-746-8454

CAD K:\AUTOCAD\00-202\2021MG01.DWG

REF K:\AUTOCAD\

FLD	CREW	FB. 000	PG. 00	JOB	01-202
OFF	W.D.J.	000	00	DATE	10/26/01
CKD	D.C.L.	000	00	DWG	334 of 342 A01-202
		SHEET	5 OF 12		

**COMMUNITY REDEVELOPMENT AREA
BOUNDARY**



675 West Indiantown Road, Suite 200,
Jupiter, Florida 33458 TEL. 561-746-8454

FLD	CREW	FB.	000	PG.	00	JOB	01-202
OFF	W.D.J.		000		00	DATE	10/26/01
CKD	D.C.L.	SHEET	6	OF	12	DWG	A01-202

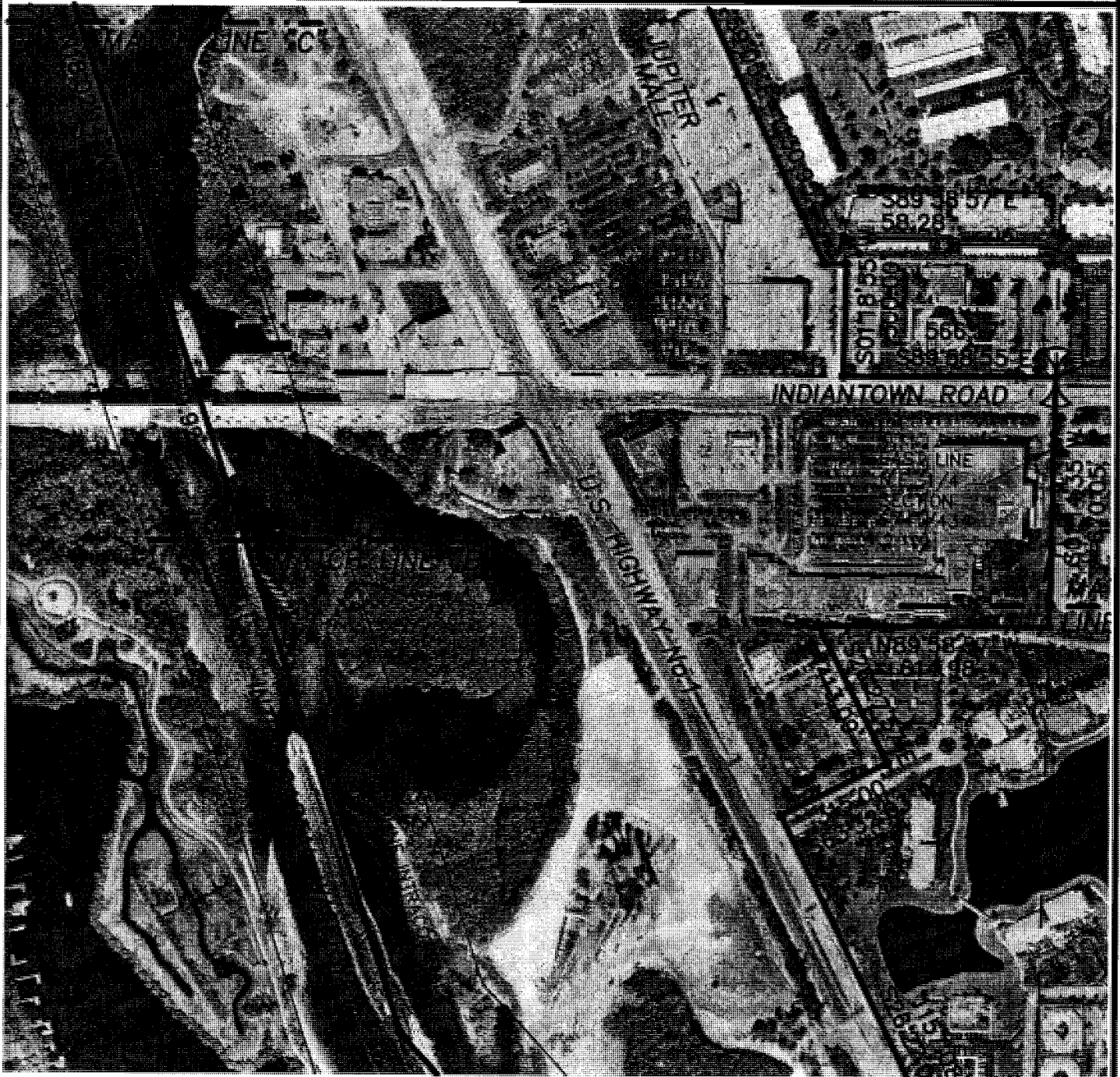
DESCRIPTION & SKETCH
PREPARED FOR:
TOWN OF JUPITER

COMMUNITY REDEVELOPMENT AREA
BOUNDARY

400' 200' 0' 400'



GRAPHIC SCALE IN FEET
SCALE: 1" = 400'



**LIDBERG LAND
SURVEYING, INC.**

LD4491

675 West Indiantown Road, Suite 200,
Jupiter, Florida 33458 TEL: 561-746-8454

CAD K:\AUTOCAD\00-202\2021MG01.DWG

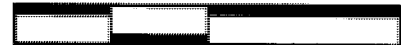
REF K:\AUTOCAD\

FLD	CREW	FB.	000	PG.	00	JOB	01-202
OFF	W.D.J.		000		00	DATE	10/26/01
CKD	D.C.L.	SHEET	7	OF	12	DWG	A01-202

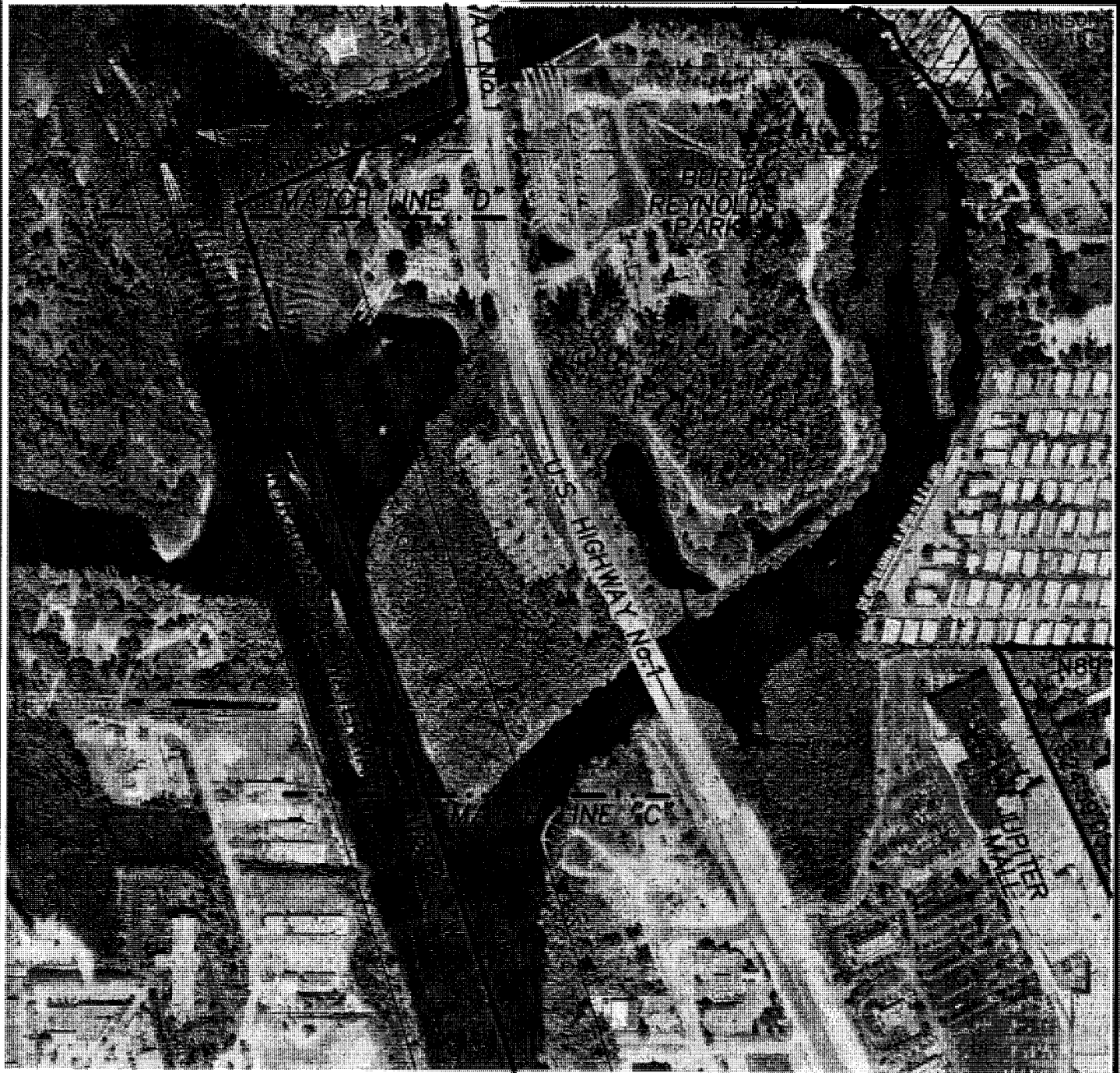
DESCRIPTION & SKETCH
PREPARED FOR:
TOWN OF JUPITER

COMMUNITY REDEVELOPMENT AREA
BOUNDARY

400' 200' 0' 400'



GRAPHIC SCALE IN FEET
SCALE: 1" = 400'



**LIDBERG LAND
SURVEYING, INC.**

LB4421

675 West Indiantown Road, Suite 200,
Jupiter, Florida 33459 TEL: 561-746-8454

CAD K:\AUTOCAD\00-202\2021MG01.DWG

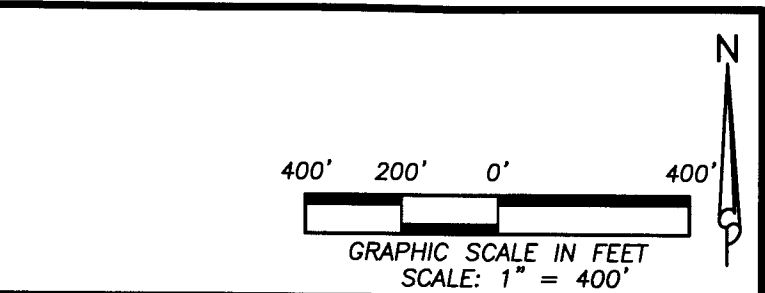
REF K:\AUTOCAD\

FLD	CREW	FB. 000	PG. 00	JOB	01-202
		000	00		
OFF	W.D.J.	000	00	DATE	33710/22/01
		000	00		
CKD	D.C.L.	SHEET	8 OF 12	DWG	Page 1672 of 1730
					201-202

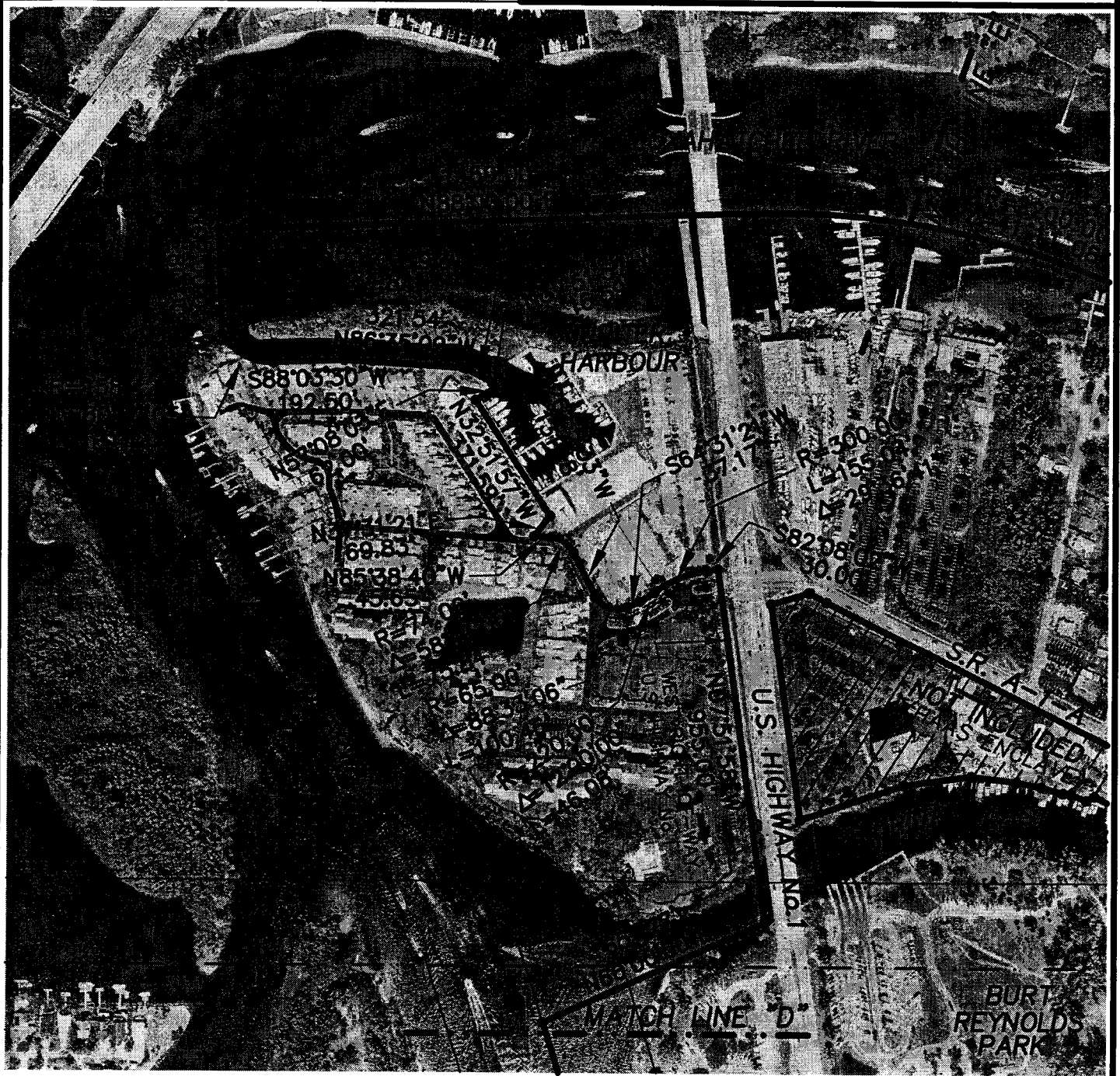
DESCRIPTION & SKETCH
PREPARED FOR:
TOWN OF JUPITER

COMMUNITY REDEVELOPMENT AREA
BOUNDARY

COMMUNITY REDEVELOPMENT AREA
BOUNDARY



GRAPHIC SCALE IN FEET
SCALE: 1" = 400'



LB4431 675 West Indiantown Road, Suite 200,
Jupiter, Florida 33458 TEL. 561-746-8454

LB4431 675 West Indiantown Road, Suite 200,
Jupiter, Florida 33458 TEL. 561-746-8454

CAD K:\AUTOCAD\00-202\2021MG01.DWG

REF K:\AUTOCAD\

FLD	CREW	FB. 000 000	PG. 00 00	JOB	01-202
-----	------	----------------	--------------	-----	--------

OFF	W.D.J.	000	00	DATE 339 0/346/01
		000	00	
		000	00	

CKD	D.C.L.	SHEET 9 OF 12	DWG Page 1673 of 202
-----	--------	---------------	----------------------

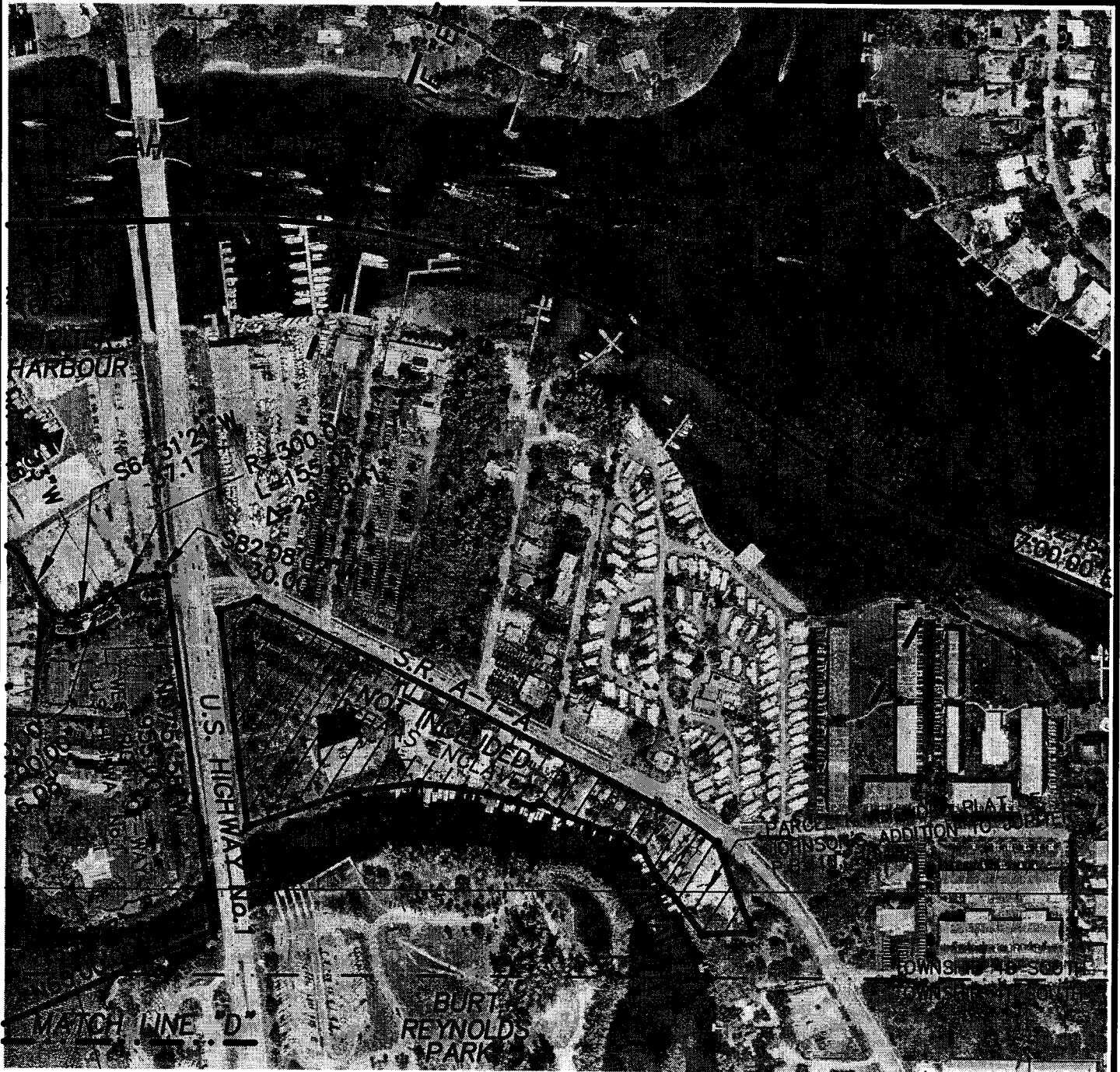
DESCRIPTION & SKETCH
PREPARED FOR:
TOWN OF JUPITER

COMMUNITY REDEVELOPMENT AREA
BOUNDARY

400' 200' 0' 400'



GRAPHIC SCALE IN FEET
SCALE: 1" = 400'



**LIDBERG LAND
SURVEYING, INC.**

LB4431

675 West Indiantown Road, Suite 200,
Jupiter, Florida 33458 TEL. 561-746-8454

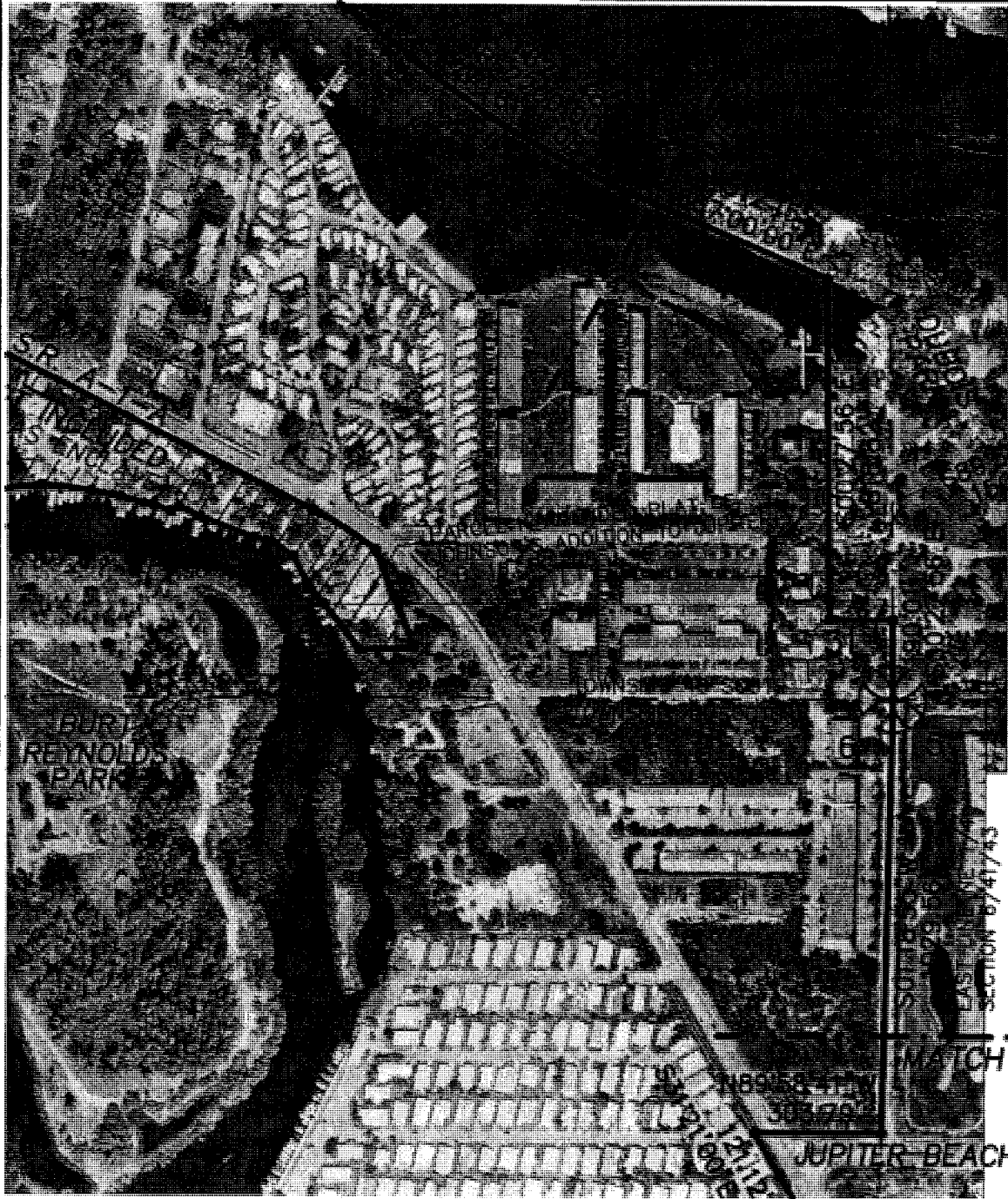
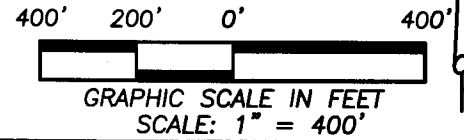
CAD K:\AUTOCAD\00-202\2021MG01.DWG

REF K:\AUTOCAD\

FLD	CREW	FB.	000	PG.	00	JOB	01-202
OFF	W.D.J.		000		00	DATE	10/26/01
			000		00		
CKD	D.C.L.	SHEET	10	OF	12	DWG	A01-202

DESCRIPTION & SKETCH
PREPARED FOR:
TOWN OF JUPITER

COMMUNITY REDEVELOPMENT AREA
BOUNDARY



**LIDBERG LAND
SURVEYING, INC.**

LB4431

675 West Indiantown Road, Suite 200,
Jupiter, Florida 33458 TEL. 561-746-8454

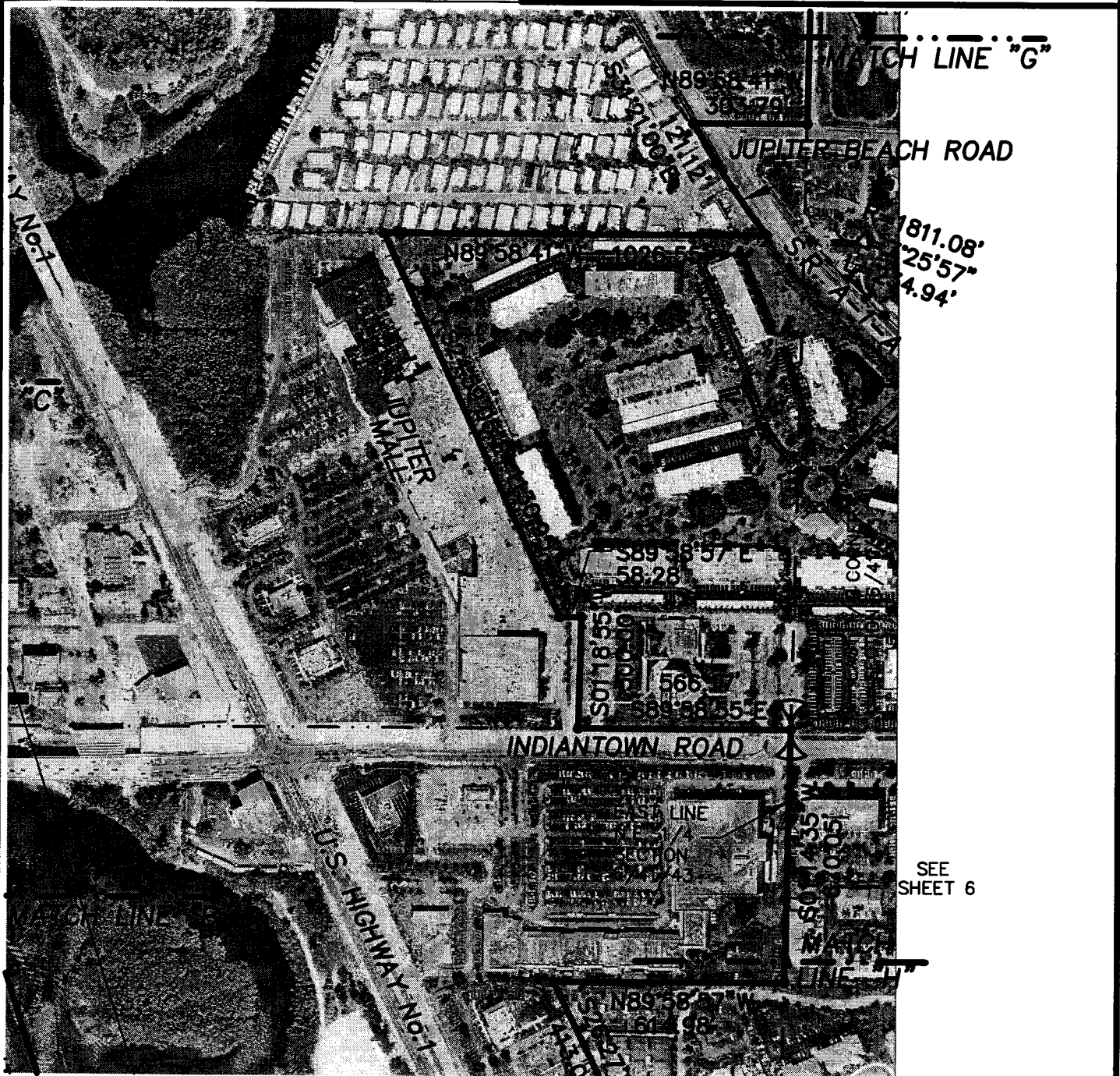
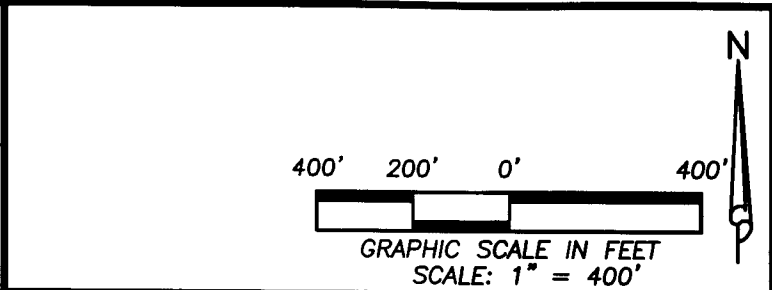
CAD K:\AUTOCAD\00-202\2021MG01.DWG

REF K:\AUTOCAD\

FLD	CREW	FB.	000	PG.	00	JOB	01-202
OFF	W.D.J.		000		00	DATE	10/26/01
CKD	D.C.L.	SHEET	11	OF	12	DWG	A01-202

DESCRIPTION & SKETCH
PREPARED FOR:
TOWN OF JUPITER

COMMUNITY REDEVELOPMENT AREA
BOUNDARY



675 West Indiantown Road, Suite 200,
Jupiter, Florida 33458 TEL. 561-746-8454

CAD K:\AUTOCAD\00-202\2021MG01.DWG

REF K:\AUTOCAD\

FLD	CREW	FB. 000	PG. 00	JOB	01-202
OFF	W.D.J.	000	00	DATE	10/26/01
CKD	D.C.L.	000	00		
		SHEET 12	OF 12	DWG	A01-202

Upon First Reading this 4th day of December, 2001, the foregoing Ordinance was offered by Councilor Barbara P. Henderson, who moved its adoption. The motion was seconded by Councilor Donald D. Daniels, and upon being put to a roll call vote, the vote was as follows:

	AYE	NAY
MAYOR KAREN J. GOLONKA	<u>X</u>	<u> </u>
VICE-MAYOR KATHLEEN G. KOZINSKI	<u>X</u>	<u> </u>
COUNCILOR BARBARA P. HENDERSON	<u>X</u>	<u> </u>
COUNCILOR DONALD D. DANIELS	<u>X</u>	<u> </u>
COUNCILOR JIM KURETSKI	<u>X</u>	<u> </u>

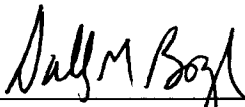
Upon Second Reading this 18th day of December, 2001, the foregoing Ordinance was offered by Councilor Donald D. Daniels, who moved its adoption. The motion was seconded by Vice-Mayor Kathleen G. Kozinski, and upon being put to a roll call vote, the vote was as follows:

	AYE	NAY
MAYOR KAREN J. GOLONKA	<u>X</u>	<u> </u>
VICE-MAYOR KATHLEEN G. KOZINSKI	<u>X</u>	<u> </u>
COUNCILOR BARBARA P. HENDERSON	<u>X</u>	<u> </u>
COUNCILOR DONALD D. DANIELS	<u>X</u>	<u> </u>
COUNCILOR JIM KURETSKI	<u>X</u>	<u> </u>

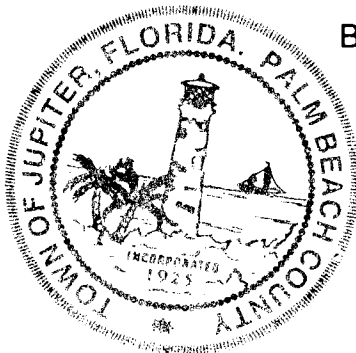
The Mayor thereupon declared Ordinance 60 - 01 duly passed and adopted this 18th day of December, 2001.

TOWN OF JUPITER, FLORIDA

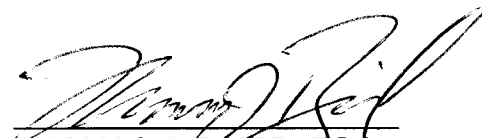
ATTEST:


 SALLY M. BOYLAN, CMC
 TOWN CLERK

(TOWN SEAL)



BY: 
 KAREN J. GOLONKA
 MAYOR


 THOMAS J. BAIRD, ESQ.
 Approved as to form and
 legal sufficiency

RESOLUTION NO. CRA 6-24

A RESOLUTION OF THE JUPITER COMMUNITY REDEVELOPMENT AGENCY RECOMMENDING THE TOWN COUNCIL OF THE TOWN OF JUPITER, FLORIDA, AMEND THE TOWN OF JUPITER'S COMMUNITY REDEVELOPMENT PLAN; REVISING ITS MAPS; PROVIDING FOR ADDITIONAL REDEVELOPMENT STRATEGIES TO REFLECT CHANGING CONDITIONS AND COMMUNITY OBJECTIVES; PROVIDING FOR CERTAIN PROJECTED COSTS ASSOCIATED WITH THE REDEVELOPMENT PLAN; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Jupiter (Town) has created a Community Redevelopment Agency (CRA) pursuant to Chapter 163 Part III, Florida Statutes (the Act); and

WHEREAS, the Act empowers and authorizes the Town to amend its CRA Plan upon recommendation of the CRA's Board of Commissioners; and

WHEREAS, the CRA entered into an interlocal agreement with the Treasure Coast Regional Planning Council (TCRPC) whereby the TCRPC agreed to evaluate the existing conditions within the CRA, to conduct public outreach, and based upon its evaluation of the same, to develop amendments to update the CRA Plan; and

WHEREAS, the Town has notified Palm Beach County and other relevant agencies of the proposed CRA Plan amendments, the dates public hearing on the updated plan will be considered, and provided copies to relevant entities for their review and comment; and

WHEREAS, Town's Planning & Zoning staff and the TCRPC recommend the amendments to the CRA's Plan; and

WHEREAS, the Town's Local Planning Agency (aka Planning and Zoning Commission) has reviewed the proposed CRA Plan amendments and found them to be consistent with the Town's Comprehensive Plan; and

WHEREAS, the CRA's Board of Commissioners finds that it is in the best interest

of its residents and visitors to amend the CRA Plan to reflect changing conditions and community objectives; and

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

SECTION 1. The whereas clauses are true and correct and are incorporated herein.

SECTION 2. CRA's Board of Commissioners recommends the Town Council approve the subject amendments to the CRA Plan, a copy of which are attached hereto and incorporated herein as **Exhibit "A"**.

SECTION 3. This Resolution shall take effect immediately upon its execution.

Attachments:

Exhibit "A" – CRA Community Redevelopment Plan

V:\PlanningZoning\Staff\WP51\CRA\2024 CRA Plan Amendment (PZ-23-5839)\CRA Resolutions\Resolution
CRA 6-24_CRA Plan amendments.doc

Town of Jupiter 2024 Community Redevelopment Agency (CRA) Plan Amendment TOWN MANAGER'S OFFICE



DATE: November 5, 2024
TO: Honorable Mayor and Members of Town Council
THRU: Frank J. Kitzerow, Town Manager
FROM: John Sickler, Director of Planning and Zoning
SUBJECT: Community Redevelopment Plan, 2024 Amendment –
 Comprehensive Plan Consistency Review

JS

Resolution CRA #6-24
 Resolution #126-24
 PZ 23-5839

P&Z Commission: 11/12/24 (Local Planning Agency)
 CRA: 12/03/24
 Town Council: 12/17/25

Background

The Treasure Coast Regional Planning Council staff, in collaboration with Town staff, has prepared the 2024 CRA Plan Amendment. The current CRA Plan was last updated in 2012. The 2024 Plan Amendment has been updated to align with the Town Council's FY 2024-2025 Strategic Initiatives, policy changes and potential capital investment projects and programs. As the Town's CRA is scheduled to expire by 2034, it is important to focus on how to utilize the anticipated tax increment financing (approximately \$28M) to accomplish the goals of the CRA. The first section of the plan includes an executive summary to provide an overview of the Town's CRA and the plan update.

The role of the Local Planning Agency (LPA) is to review the CRA Plan Amendment for consistency with the Town's Comprehensive Plan.

In its review, the LPA should concentrate on the following sections of the proposed CRA Plan: Section II. "Background Conditions" related to Consistency with the Comprehensive Plan and Florida Legislative Updates and Section III. "Redevelopment Goals and Priorities", which includes a strikethrough/underline version of the changes to the Goals and Objectives in the plan. Section IV. "CRA Projects and Programs" and Section VI. "Implementation" will be the focus of the CRA and the Town Council for policy and budgetary considerations.

Staff Compliance Review Summary

The proposed amendment is in compliance with the Town's Comprehensive Plan.

Analysis

The 2024 CRA Plan has been prepared to replace the 2012 CRA Plan (referenced as Appendix A) and maintains the supporting documents (e.g., legal description, finding of necessity, relevant resolutions and ordinances) in Appendices B-E. The 2024 CRA Plan is the product of numerous stakeholder meetings, including intergovernmental agencies, two public CRA workshops and over 25 staff meetings. Following the review by the Local Planning Agency (aka as the Planning and Zoning Commission), the schedule will include:

- Submittal of the Plan to Palm Beach County staff and other taxing agencies;

- Consideration by the Community Redevelopment Agency on December 3, 2024;
- Adoption of the Plan by the Town Council on December 17, 2024.

The amendments do not expand the CRA boundaries or extend the expiration date of the CRA, which would have required greater coordination and review by Palm Beach County and other agencies. Several public outreach efforts, including three CRA workshops were conducted in preparing the plan amendments (see amended CRA Plan page 15 for listing of public engagement activities).

Comprehensive Land Use Plan (CLUP) Consistency. Staff conducted a compliance review for consistency with the Comprehensive Plan and did not find any policies that were inconsistent with the proposed CRA Plan amendments. Staff specifically notes consistency with the following policies in the Future Land Use Element relevant to the CRA:

- Policy 1.3.8 Inlet Village Residential;
- Policy 1.3.11 Riverwalk Flex;
- Policy 1.3.12 Inlet Village Flex;
- Objective 1.5 and policies 1.5.1 and 1.5.2;
- Objective 1.9 and related policies;
- Objective 1.10 and related policies;
- Objective 1.11 and related policies;
- Objective 1.12 and related policies; and,
- Objective 1.13 and related policies.

Attachments:

Attachment 1 – Community Redevelopment Plan, Final Draft dated 10-29-24

Attachment 2 – Appendices*

Appendix A - CRA Legal Description as Established in 2011

Appendix B - Jupiter CRA Plan as Amended (2012)

Appendix C - Finding of Necessity (2001)

Appendix D - Jupiter Intracoastal Waterway/US Highway One Corridor Study (1992)

Appendix E – Relevant Resolutions & Ordinances

* Please refer to https://www.jupiter.fl.us/DocumentCenter/View/35573/2024-10-29_CRA-Plan-Update-2024 to review the appendices or contact Vernisa Ayers at VernisaA@jupiter.fl.us or 561-741-2292 in order to obtain a copy.

Please feel free to contact Martin Schneider at MartinS@jupiter.fl.us or 561-741-2290 or Stephanie Thoburn at stepht@jupiter.fl.us or 561-741-2342 with any questions regarding the plan update.

File Path: V:\PlanningZoning\Staff\WP51\Signature - P&Z\Nov 12, 2024 PZC\CRA Update\CRA Plan Staff Report_PZC.docx
November 5, 2024

Thatcher Hart

Subject: FW: Board meeting tonight 11/12/24

From: annac711@comcast.net <annac711@comcast.net>
Sent: Tuesday, November 12, 2024 9:19 AM
To: Kevin Kirn <KevinK@jupiter.fl.us>; Michael Schilling <MichaelS@jupiter.fl.us>
Subject: Board meeting tonight 11/12/24

You don't often get email from annac711@comcast.net. [Learn why this is important](#)

Dear Kevin and Michael,
Unfortunately, I am unable to attend the P&Z Commission meeting tonight regarding the CRA. Will you both please be sure that the information in my letter (copy below) is mentioned on the record in the Commission meeting tonight.

It is a fact that attendees in the several meetings with Kim Delaney spoke in strong favor of a parking garage. Emily O'Mahoney confirmed this during that Town Council presentation, as well as sending a letter to the Town Council confirming that the prevalent view of attendees was in favor of a parking garage in the Inlet Village.

Thank you,
Anna
Anna Current
720 N. Highway A1A
Jupiter, FL 33477
561-746-7354

Sent: Friday, October 18, 2024 12:14 PM
To: 'JimK@jupiter.fl.us' <JimK@jupiter.fl.us>
Subject: What about this?

Dear Mayor, Town Council, Town Manager,
I wanted to submit an opposing view to the CRA Plan Amendment report regarding a parking garage in the Jupiter Inlet Village on October 11, 2024.

I agree with Emily O'Mahoney's comments regarding the meetings she attended, where she did not hear opposition to a parking garage. She felt the group thought the Town missed two opportunities to build a parking garage when it was available. And that attendees were not saying don't build a garage.

I also participated in several meetings. The CRA report presented on October 11, claiming public opposition to a parking garage, contradicts what I heard. Other participants and I strongly supported building a parking garage to use vertical space for more vehicles, minimizing the ground footprint.

When reports mirror the Town Council's priorities but disregard the views of those consulted, the money spent on the report becomes a wasted investment.

Sincerely yours,
Anna Current
720 N. Highway A1A
Jupiter, FL 33477
561-746-7354



Virus-free. www.avg.com

Thatcher Hart

Subject: FW: CRA Plan

From: Emily O'Mahoney <emily@2gho.com>

Sent: Monday, September 16, 2024 8:33 AM

To: Jim Kuretski <JimK@jupiter.fl.us>

Cc: John Sickler <JohnS@jupiter.fl.us>; Stephanie Thoburn <StephT@jupiter.fl.us>; Kim DeLaney (kdelaney@tcrpc.org) <kdelaney@tcrpc.org>; Ben Brown (ben@generalstoredevelopment.com) <ben@generalstoredevelopment.com>

Subject: CRA Plan

Dear Mayor Kuretski (Jim),

I just want to take a moment to further explain my comment from the other night concerning parking garages. I think it is fine if the Town does not want to spend TIFF money on parking or parking structures. There is a lot of meat in the plan to spend dollars on. I would hope, that as the plan is flushed out, that parking structures are not discouraged and penalized within the district. It is very hard to achieve the 'Funky Fishing Village' small scale development without having a creative solution for cars or we end up with a sea of parking as we have in some areas already. The smaller we make the blocks, the harder fitting parking in becomes as parking has very strict geometry to make it work. We do not need to see anymore surface parking lots destroying the connectivity of the uses and walkability of the area.



To do a one level parking deck creates a structure that has no more impact than a one-story building and doubles the parking opportunity. There should be little resistance to this type of structure. Abacoa has two such structures. The Inlet Village needs to take advantage of the larger parcels to allow this to happen because of the geometry. I hope that the Comp Plan revisions for the CRA Plan will support parking structures, whether stand alone or in conjunction with wrap around uses (if the parcel is large enough). Thank you.

Emily M. O'Mahoney, FASLA, PLA, LEED®AP

Managing Principal

Cell: 561-719-5994

emily@2gho.com

1907 Commerce Lane, Suite 101
Jupiter, Florida 33458
O: 561-575-9557 x103
www.2gho.com

ASLA National Immediate Past President 2024
ASLA Council of Fellows, Class of 2017
2016 ASLA Service Award Recipient



The information contained in this transmission may contain privileged and confidential information. It is intended only for the use of the person(s) named above. If you are not the intended recipient, you are hereby notified that any review, dissemination, distribution or duplication of this communication is strictly prohibited. If you are not the intended recipient, please contact the sender by reply email and destroy all copies of the original message. All attached drawings, specifications and other documents, including those in electronic form, prepared by the consultant and the Consultants Sub-consultants are Instruments of Service for use exclusively to this Project. The Consultant and the Consultants Sub-consultants shall be deemed the authors and owners of their respective Instruments of Service and shall retain all common law, statutory and other reserved rights, including copyrights.

PLEASE NOTE: Florida has a very broad public records law. Most written communications to or from the Town of Jupiter officials and employees regarding public business are public records available to the public and media upon request. Your e-mail communications may be subject to public disclosure. Under Florida law, e-mail addresses are public records. If you do not want your e-mail address released in response to a public records request, do not send electronic mail to this entity. Instead, contact this office by phone or in writing.



Jupiter Town Council

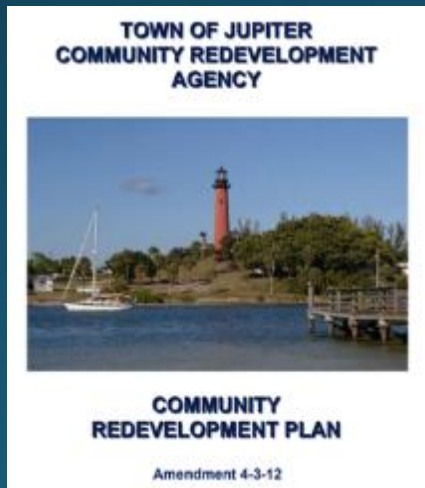
Consideration of 2024 Update to CRA Plan

December 17, 2024

Jupiter CRA Overview

- Established January 2002
- CRA Boundary:

Upland	252 acres
Water & Submerged Lands	147 acres
TOTAL CRA SIZE	399 acres



Lots of CRA Successes!!

- ✓ Riverwalk – Multiple segments including Harbourside, Riverwalk Connection, Jupiter Yacht Club & Jupiter Ridge Natural Area Connection and Gateway Features
- ✓ Bicycle/Pedestrian Crossing at Ocean Way & US1
- ✓ US1 Scenic Corridor (West Side of US1)
- ✓ Plaza Down Under (below the Indiantown Bridge)
- ✓ US1/Oxbow Bridge Pedestrian Underpasses
- ✓ Riverwalk Phase 1 – Living Shoreline permitted, to be completed November 2024
- ✓ A1A Complete Street Enhancements
- ✓ A1A/Jupiter Beach Road Roundabout
- ✓ Inlet Village Marina, Phase 1
- ✓ Lighthouse Promenade, Phase 1
- ✓ Public Boat Docks in Partnership with FIND
- ✓ Stormwater Master Plan & Improvements
- ✓ Love Street Surface Parking Lot and Incentivized Redevelopment all around it)
- ✓ Private & Public/Private Redevelopment Activity
(Residential, Commercial, Mixed-Use, Hotel & Entertainment Destinations)

CRA Successes ...



Anticipated Project Schedule

<i>DUE DILIGENCE</i>	<i>COMPLETE</i>
<i>WORKSHOP 1 – CRA BOARD</i>	<i>COMPLETE</i>
<i>STAKEHOLDER MEETINGS</i>	<i>COMPLETE</i>
<i>WORKSHOP 2 – PUBLIC INPUT</i>	<i>COMPLETE</i>
<i>DEVELOP PLAN REVISIONS</i>	<i>COMPLETE</i>
<i>WORKSHOP 3 – CRA PLAN RECOMMENDATIONS</i>	<i>COMPLETE</i>
<i>LOCAL PLANNING AGENCY REVIEW</i>	<i>COMPLETE</i>
<i>CRA BOARD RECOMMENDATION</i>	<i>COMPLETE</i>
TOWN COUNCIL ADOPTION	TONIGHT

Public Engagement

CRA Board Priorities Workshop (December 2023)



Stakeholder Interviews & Focus Groups (Spring 2024)

**Engaged more than 40 individuals,
agencies & organizations**

- Residents, business & property owners
- Palm Beach County, FIND, BLM, JID
- Town Departments

**Distribution to Partner Local Governments
& Agencies (November 2024)**

Public Input Workshop (April 2024)



CRA Board Workshop (September 2024)

Local Planning Agency Workshop (November 2024)

CRA Board Hearing (December 2024)

Tonight's Action for the Town Council ...

Consideration of
Resolution 126-24
Regarding Adoption of the
CRA Plan 2024 Amendment

Key Plan Revisions per CRA Board Workshop (9/11/2024)

ITEM	PAGE NUMBER
Modified and added Text: Completed Project Table	Pages 16-17
New Map: Public Waterfront Access & Amenities	Page 50
New Page: Launches for Personal Watercraft (e.g., kayaks, paddleboards)	Page 87
New Table: Summary of Projected Costs of Redevelopment	Page 118

Updated Capital Projects Listing

PROJECTS

- A. Environmental Restoration & Enhancement
- B. Jupiter Riverwalk
 - SUN Trail Section
 - Inlet Village Section
 - Lighthouse Promenade
 - US1 Underpass Connections
 - Piatt Place & Burt Reynolds Park Connections
- C. Piatt Place Improvements
- D. Mobility Improvements
 - Complete Streets Roadway Improvements
 - Internal Access Improvements
 - Bicycle & Pedestrian Improvements
 - Bikesharing
 - Ridesharing
 - Transit
 - Electric Vehicle Charging Network
 - **NEW** - Launches for Personal Watercraft
- E. Inlet Village Parking Improvements
- F. Inlet Village Marina Park Improvements
- G. Wayfinding & Gateways

PROGRAMS

- A. Property Acquisition
- B. Site Development & Assistance Program
- C. Environmental Enhancement Program
 - Living Shorelines
 - Habitat Creation & Restoration
 - Enhanced Seawall Repair & Replacement
 - Resiliency & Sustainability Improvements
- D. Parking Program
 - Alternative Parking Strategies
 - Shared Parking
- E. Small Business Incentive Program
- F. Marine Navigational Assistance
 - Derelict Vessel Removal
 - Waterway Surveillance & Enforcement
- G. Accessibility & Circulation Program
 - Trolleys / Transit
 - Water Taxis
- H. Community Policing Innovation Program
- I. Financial Incentives

Updated Capital Projects Listing

PROJECTS

REMOVED (COMPLETED!)

- *Various Riverwalk Segments*
 - *US1/Ocean Way Ped/Bike Crossing*
 - *Jupiter Ridge Natural Area Connection*
 - *River Plaza Connection*
 - *Events Plaza*
 - *Harbourside*
 - *Lighthouse Promenade Phase 1*
 - *Oxbow Bridge Phase 1*
- *A1A Complete Streets Enhancements*
- *US1 Scenic Corridor*
- *Inlet Village – Parking Lot*
- *Property Acquisition – Inlet Village Marina, First Union Bank*

REMOVED (DUE TO POLICY CHANGE)

- *Inlet Village – Parking Garage*

PROGRAMS

**THIS SECTION WAS
COMPLETELY REORGANIZED
TO MODERNIZE THE PLAN.**

CRA Project Location Map

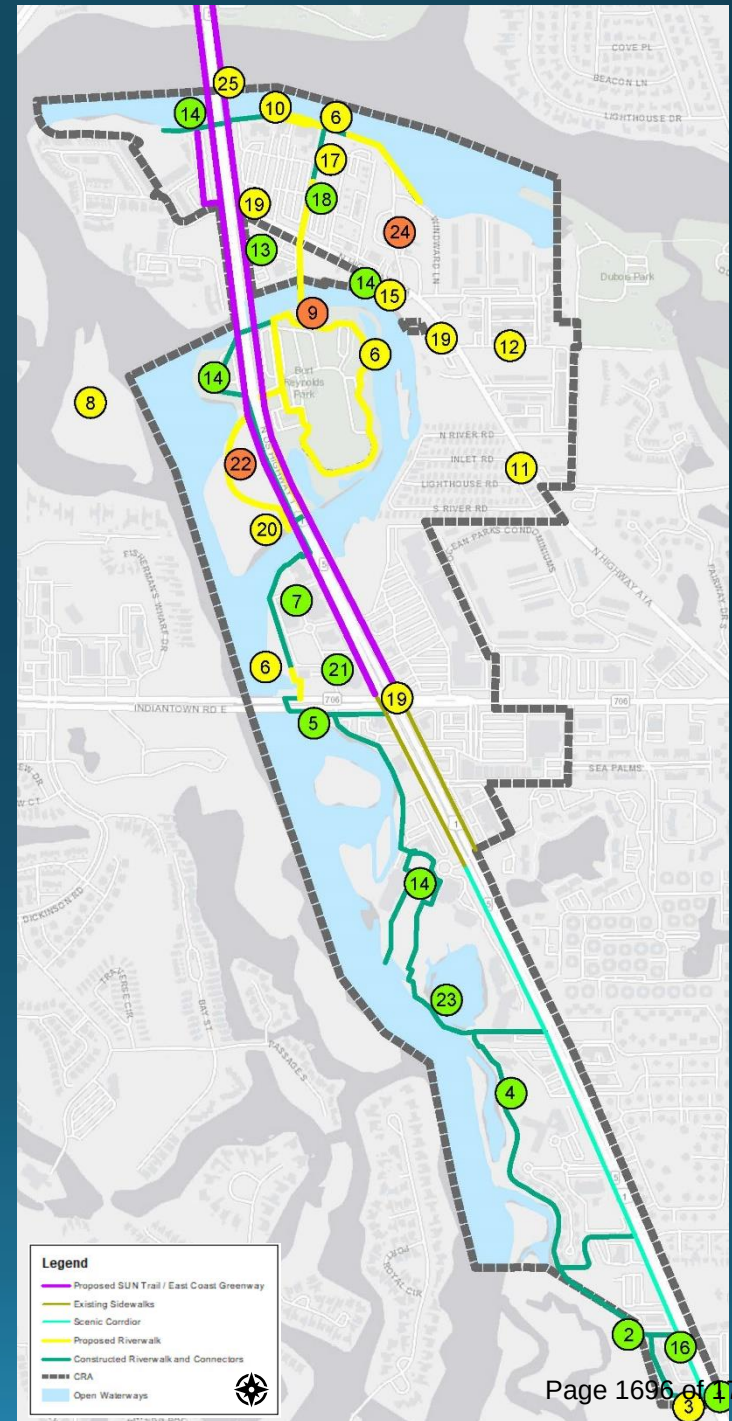
PROJECT LISTING

- | | |
|--|--|
| 1 1 Ocean Way U.S. 1 Crossing | 13 13 Riverwalk A1A Pedestrian Crossing |
| 2 2 Riverwalk - Jupiter Ridge Connection at Elks Club | 14 14 Public Boat Docking Facility |
| 3 3 Major Gateway Feature | 15 15 Inlet Village Marina |
| 4 4 Riverwalk - River Plaza | 16 16 U.S. 1 Scenic Corridor |
| 5 5 Event Plaza | 17 17 Lighthouse Promenade |
| 6 6 Riverwalk - Water Taxi | 18 18 Inlet Village - Love Street Surface Lot |
| 7 7 Riverwalk - Entertainment District | 19 19 Riverwalk & Inlet Village Wayfinding & Gateway Sign Program |
| 8 8 Riverwalk- Mitigation | 20 20 U.S. 1 Oxbow Bridge |
| 9 9 Burt Reynold's Park Pedestrian Oxbow Bridge | 21 21 First Union Bank Property (Harbourside) |
| 10 10 Riverwalk- Inlet Village | 22 22 Piatt Place |
| 11 11 A1A Conceptual Design & Roadway Enhancement | 23 23 Lagoon Bridge |
| 12 12 Roadway Network Plan | 24 24 Archaeological Heritage Site |
| | 25 25 East Coast Greenway |

Key

- Completed Projects
- Future Project
- Partially Completed or Ongoing Project

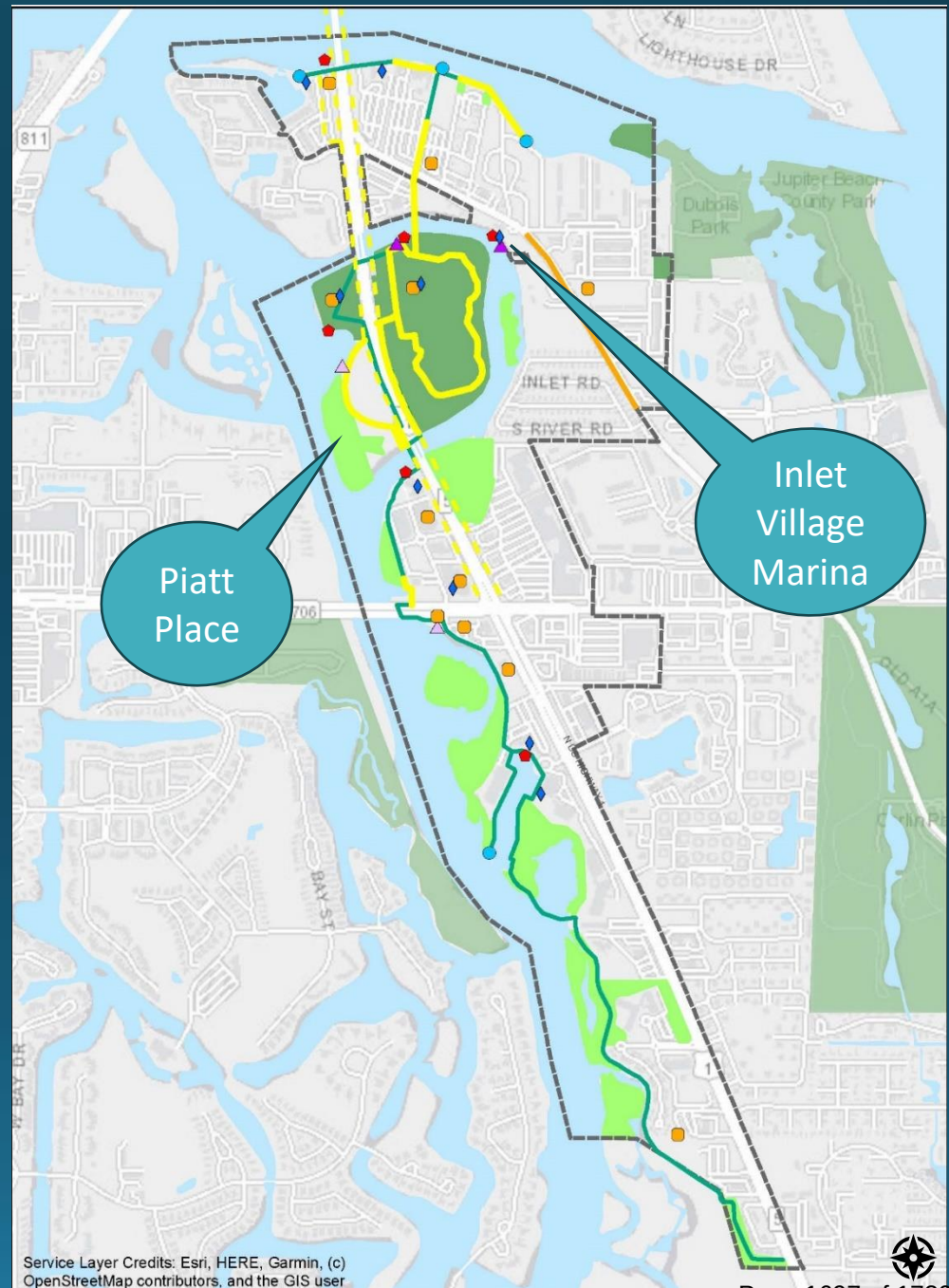
- Legend**
- Proposed SUN Trail / East Coast Greenway
 - Existing Sidewalks
 - Scenic Corridor
 - Proposed Riverwalk
 - Constructed Riverwalk and Connectors
 - CRA
 - Open Waterways



NEW: Public Waterfront Access & Amenities Map

Legend

- Public Restroom
- Public Parking
- Public Dock
- Potential Kayak Launch
- Kayak Launch
- Riverwalk Vista
- On Street Parking
- Proposed SUN Trail / East Coast Greenway
- Proposed Riverwalk
- Constructed Riverwalk as of 2024
- CRA
- Parks
- Open Space / Preserves
- Open Waterways

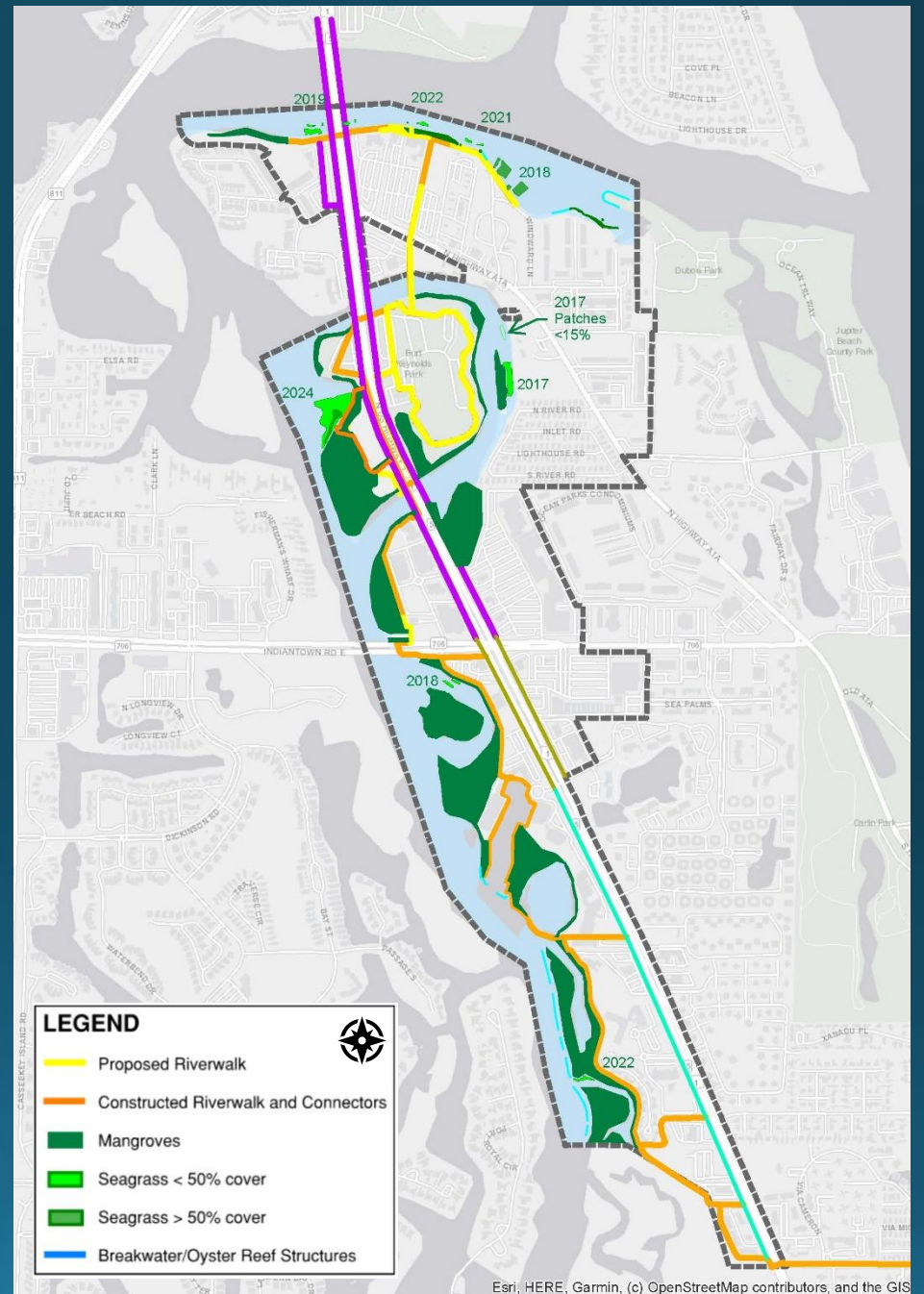




NEW: Launches for Personal Watercraft

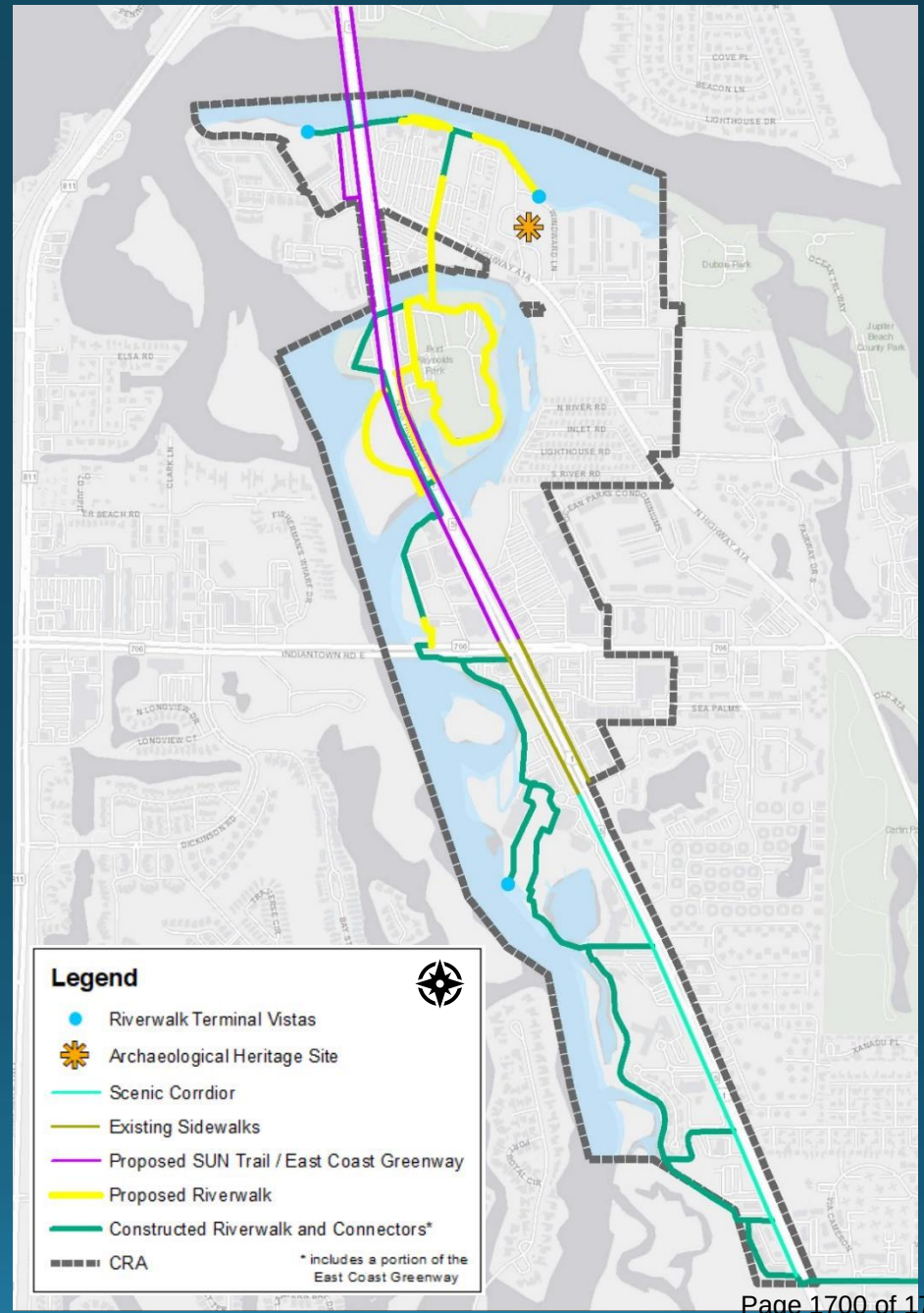


Environmental Resources





Riverwalk



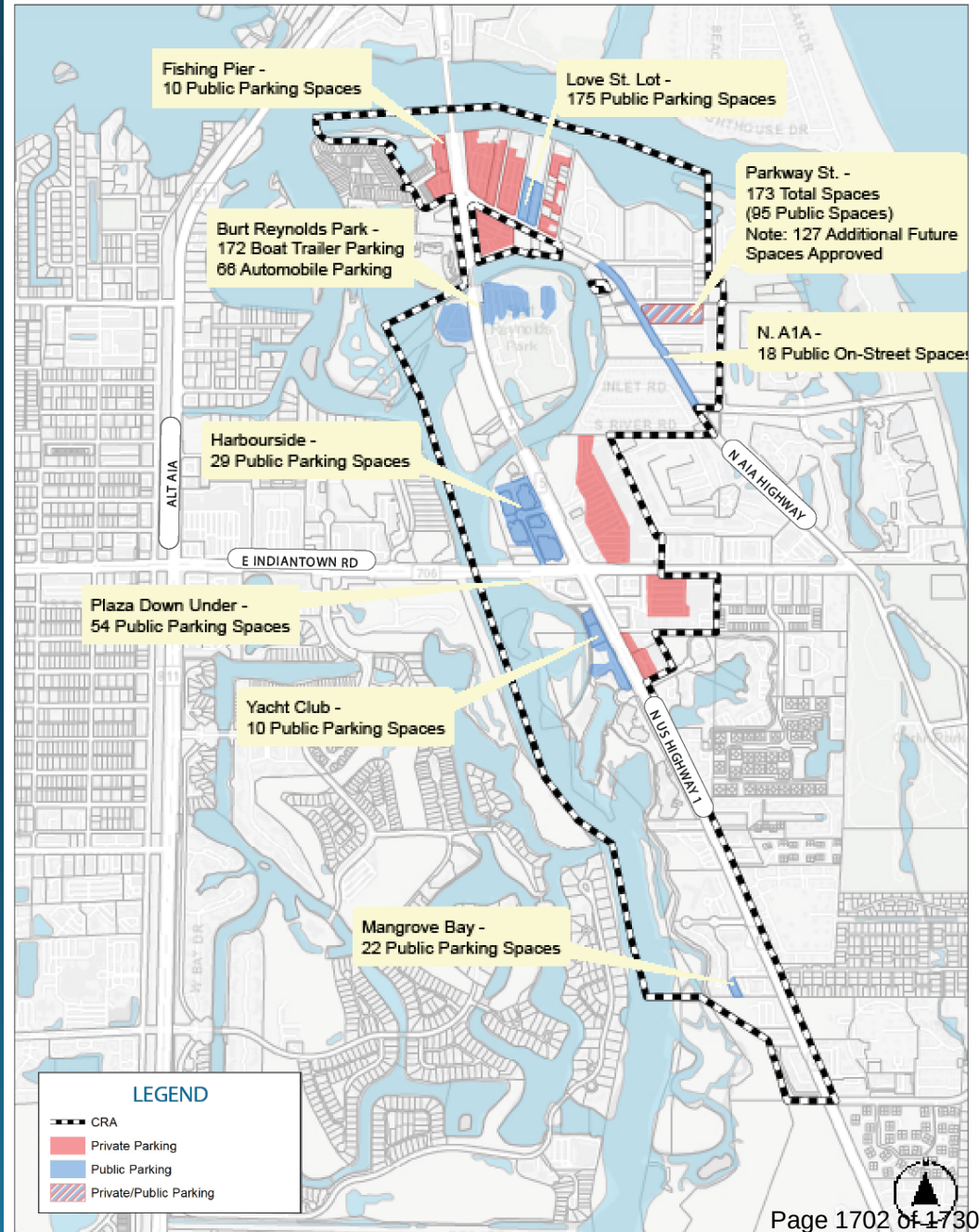


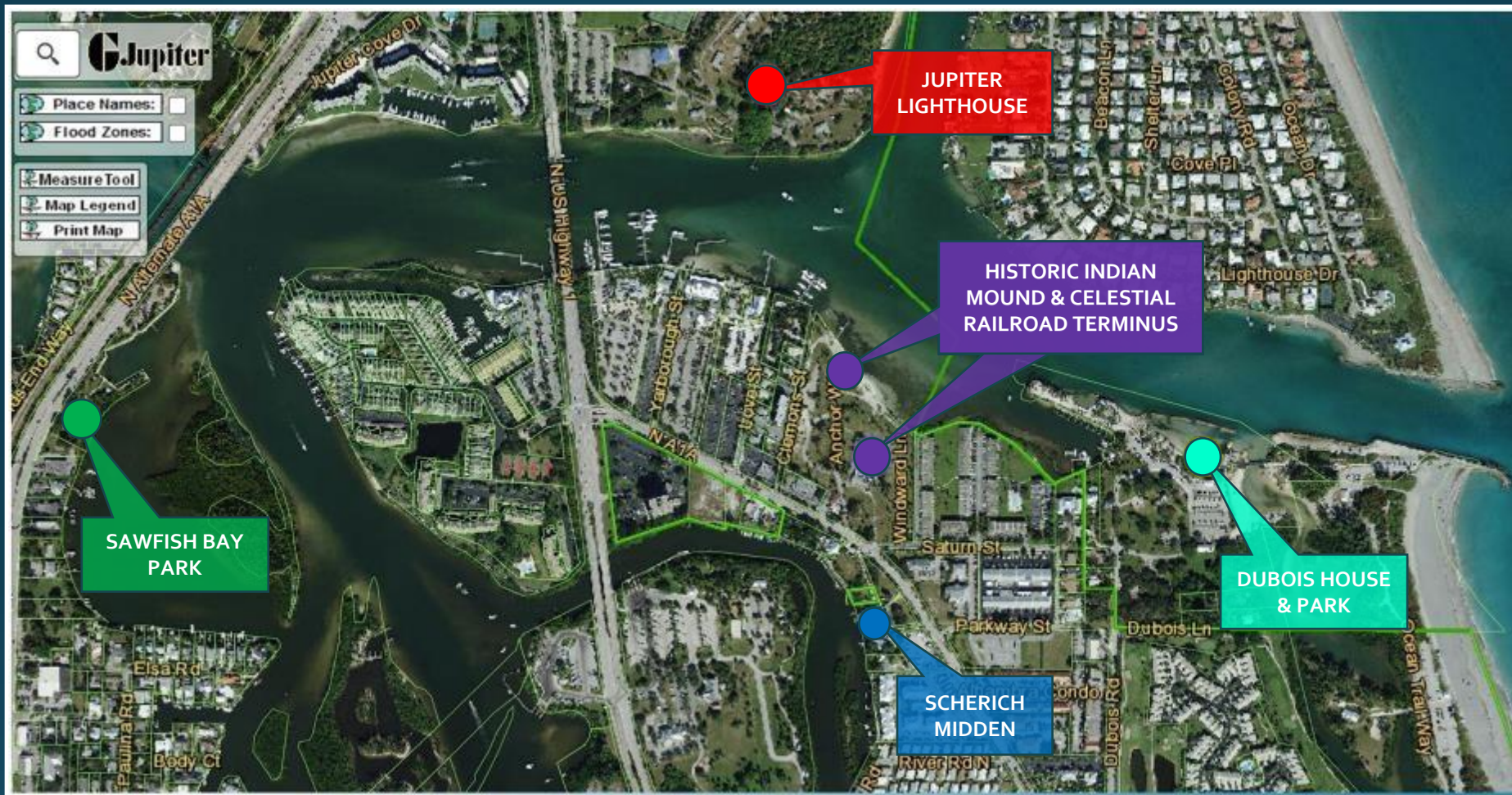
Complete Streets



Parking Program

CRA PARKING INVENTORY





Cultural & Historic Resources



Community Policing & Marine Navigation

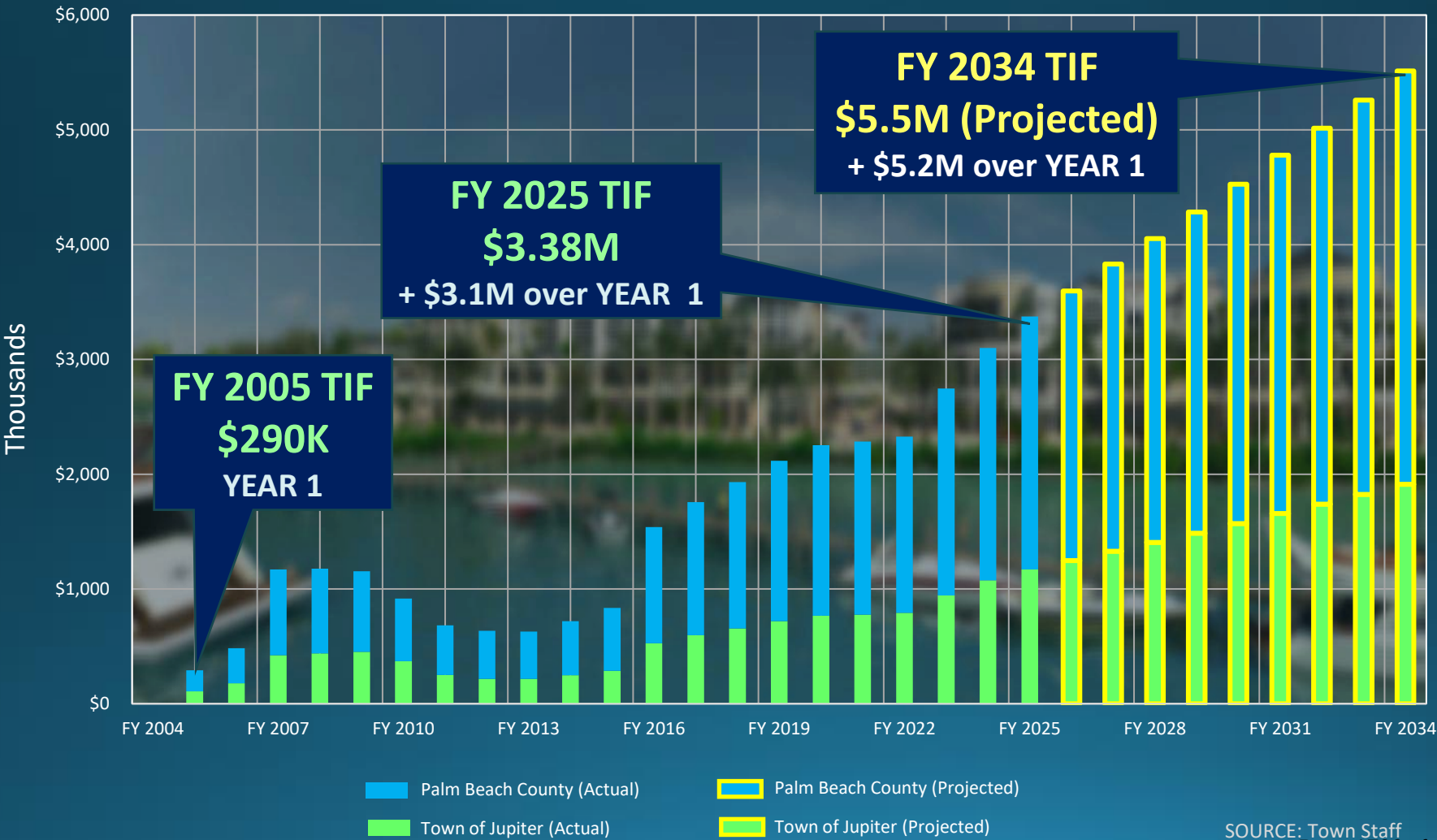
CRA Projected Revenues

TOTAL TAXABLE VALUES (TTV)



CRA Projected Revenues

CRA TIF REVENUE



POTENTIAL COSTS OF CRA-FUNDED CAPITAL PROJECTS ¹

CRA PROJECT CATEGORY	COST RANGE ²	
Environmental Restoration & Enhancements	\$6.6M	\$8.6M
Riverwalk – SUN Trail Section	\$4.3M	\$5.6M
Riverwalk - Inlet Village	\$4.3M	\$5.6M
Riverwalk - Lighthouse Promenade	\$1.1M	\$1.5M
Riverwalk - Oxbow Crossing	\$2.0M	\$2.6M
Piatt Place Riverwalk Connector	\$1.9M	\$2.4M
Piatt Place Park Improvements	\$460K	\$600K

SOURCES: CGA, Inc. & Town staff. NOTES: ¹ All figures have been rounded. Funding for capital projects, programs, and other CRA expenses to be determined annually and as needed by CRA Board; ² Figures represent “snapshot in time” in 2024 dollars, assume 30% contingency, and do not include land costs.

POTENTIAL COSTS OF CRA-FUNDED CAPITAL PROJECTS ¹

CRA PROJECT CATEGORY	COST RANGE ²	
Mobility Network		
Alley/Street Connections	\$850K	\$1.1M
Roadway/Sidewalk/Bike Improvements	\$1.3M	\$1.7M
Bikeshare, Rideshare, Transit & EV Charging Sites	\$1.3M	\$1.7M
Inlet Village Parking Improvements	\$900K	\$1.2M
Launches for Personal Watercraft	\$240K	\$320K
Inlet Village Marina Park	\$1.3M	\$1.7M
Wayfinding & Gateway Signage	\$800K	\$1.1M

SOURCES: CGA, Inc. & Town staff. NOTES: ¹ All figures have been rounded. Funding for capital projects, programs, and other CRA expenses to be determined annually and as needed by CRA Board; ² Figures represent “snapshot in time” in 2024 dollars, assume 30% contingency, and do not include land costs.

An aerial photograph of a coastal region. In the foreground, a red lighthouse stands on a grassy hill. The middle ground shows a large body of water, possibly a bay or harbor, with a small boat visible. In the background, a large, multi-story building sits atop a hill, surrounded by greenery. The sky is blue with some clouds.

Discussion

Next Steps

- (1) Consideration of Resolution 126-24 Regarding Adoption of the CRA Plan 2024 Amendment
- (2) Implementation of CRA Projects and Programs as Directed by the CRA Board & Town Council

Thank You



KIM DELANEY, PH.D.
TREASURE COAST REGIONAL PLANNING COUNCIL
www.tcrpc.org

TOWN OF JUPITER

Roundtable: JTAA partnership and relationship objectives, goals and plans



DATE	December 17, 2024
TO	Honorable Mayor and Members of Town Council
THRU	Frank Kitzerow, Town Manager
FROM	Kristin George, Director of Parks and Recreation
SUBJECT	Roundtable: JTAA partnership and relationship objectives, goals and plans

EXECUTIVE SUMMARY

The 2023-2024 Strategic Plan includes a strategic initiative to develop athletic facility usage policies and master plan. Action Plans for this Initiative include the following:

1. In accordance with policy direction and the Comp Plan, develop JTAA partnership and relationship objectives, goals and plans.
2. Define future parameters of relationship between Town and JTAA.

ANALYSIS

In late August 2024, Town staff provided a presentation to each of the Town Council members outlining the history of the Town's partnership with JTAA. The Roundtable includes a high-level review of that presentation with the request for further direction from the Town Council.

Staff requests the Town Council's feedback on the information provided in the PowerPoint and would be happy to provide more detailed information on any of the topics discussed before or at the Roundtable.

STRATEGIC PRIORITY

- Unique, Small Town Feel

ATTACHMENTS

1. Attachment 1- PowerPoint Presentation
2. Attachment 2- Comprehensive Plan- Recreation and Open Space Element

FUNDING SOURCE

Approved in Budget \$ NA
Additional Funding Requested \$ NA

Sources:
Sources:

*Funding is not necessary for this request.

For more information or copies of the attachments, please contact Kristin George at kristing@jupiter.fl.us or 561-741-2328.



December 17, 2024

TOWN OF JUPITER

Roundtable

JTAA partnership and relationship
objectives, goals and plans



— TOWN OF —
JUPITER

Roundtable: JTAA partnership and relationship objectives, goals and plans

- **STRATEGIC INITIATIVE**- Athletic Facility Usage: Develop athletic facility usage policies and master plan.
 1. Formalize the athletic facility allocation process, including applications and policies for use, schedules, and parameters.
 2. In accordance with policy direction and the Comp Plan, develop JTAA partnership and relationship objectives, goals and plans.
 3. Define future parameters of relationship between Town and JTAA.



Roundtable will focus on these two action plans

Town Council Direction Needed

Staff is seeking Town Council direction on how to proceed with relationship between the Town and JTAA:

- Should there be a formal agreement between the Town and JTAA?
- How should the Town be involved in the use of PBCSD facilities by JTAA?
 - Should the Town continue to maintain agreements with PBCSD and should the Town be the facilitator of JTAA's use of those facilities?
- What should be the residency requirement for Town facility usage?
 - Is the current field use policy for travel a good model?
- What balance should be applied to various user groups' use of Town facilities? (family use time; senior athletics; adult athletics; various rec and travel organizations, etc.)
- What investment should the Town make? What investment should JTAA make?

History- Agreements

Jupiter-Tequesta Athletic Association established in 1965 through a little league baseball program; officially organized as a non-profit organization

TOJ/JTAA Agreements

- **March 4, 1980-** Res. 28-79-A: Agreement granting JTAA use of portion of Lighthouse Park for recreational purposes
- **November 27, 1991-** recognizes JTAA as “the major youth sports provider for the Town giving priority status as to usage of all Town parks and recreation facilities”
- ***January 16, 1996-** 15-year Agreement replacing 1991 Agreement; Town to provide \$15,000 to JTAA annually for term of agreement “to be used by the JTAA solely for capital improvements” within Town recreation and park facilities
- **January 16, 2011-** 10-year Agreement identified JTAA as the youth sports provider for the “greater” Town (including unincorporated areas adjacent to the Town and Tequesta)
- **January 15, 2021-** Agreement expired; no agreement in place since this time

*\$15,000 Town payment to JTAA ended in 2007

History- Interlocal Agreements

- Palm Beach County School District Interlocal Agreements- these Agreements were originally pursued in an effort to expand available recreation space for residents and the Town's partner organizations, such as JTAA
- ILAs, which were funded by the Town, were leveraged for Town recognized sport providers to utilize schools at no cost to their organization
- Multiple Interlocal Agreements with the School District for mutual use of various School and Town facilities have been established
 - **May 2014-May 2024- Jupiter Community High School**
 - Town use of track, field and gymnasium
 - PBCSD and Town currently working on new Draft Agreement
 - **February 2016-February 2021- Middle Schools**
 - JTAA use of gymnasiums
 - Town contribution of \$195,000 over 5 years (\$68,250 total to PBCSD; \$63,375 to each MS for discretionary fund use, not R&R)
 - **August 2016-August 2021- Other Public Jupiter Schools**
 - Town use of classrooms and schools access to Town athletic facilities
- Since ILAs expired, JTAA has successfully managed process of securing and scheduling PBCSD athletic facilities at lowest non-profit rate available



History- Comprehensive Plan & LOS

The Town's Comprehensive Plan calls for the following in Objective 2.1:

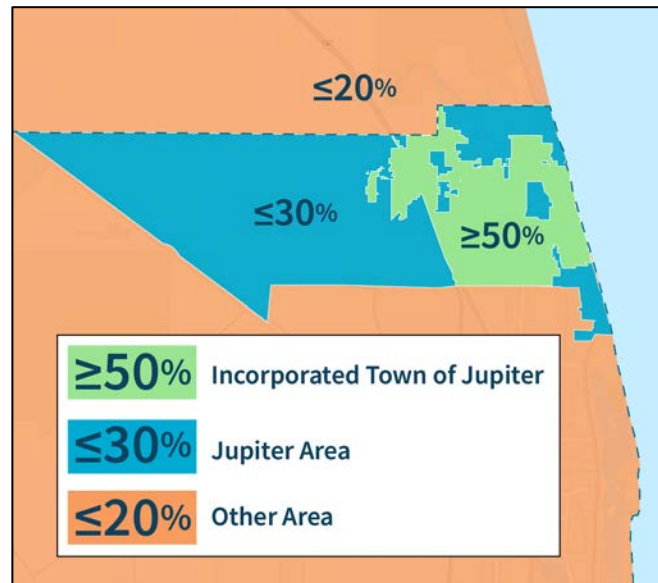
- The Town shall maintain adopted Level of Service standards which reflect the needs of the various age groups, social and economic groups, and recreational preferences of Town residents.
 - **Policy 2.1.2-** The Town shall continue to support the efforts of, and work closely with volunteer organizations that already provide a wide range of recreation programs.
 - **Policy 2.1.5-** The Town's Parks and Recreation Department will continue to work closely with local volunteer organizations, the Palm Beach County Parks and Recreation Department, and surrounding local parks and recreation departments in an effort to assist in the coordination and provision of providing recreation facilities for residents of unincorporated areas and other municipalities adjacent to the Town.

Current Facility Allocation Process

Town athletic facilities are scheduled on a quarterly basis as follows:

1. Town run programs
2. Youth recreational sports
3. School Interlocal Agreements
4. Travel teams/organizations are allocated any leftover space based on application process (see full outline of process- <https://www.jupiter.fl.us/735/Youth-Athletics>)

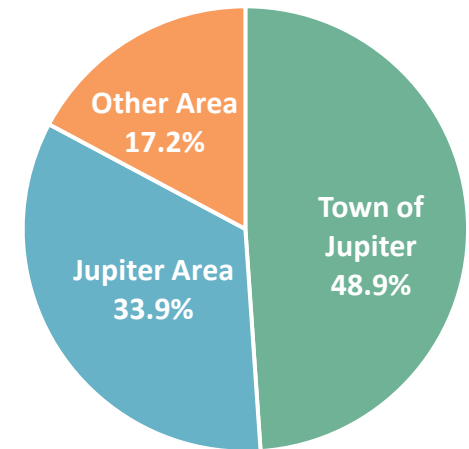
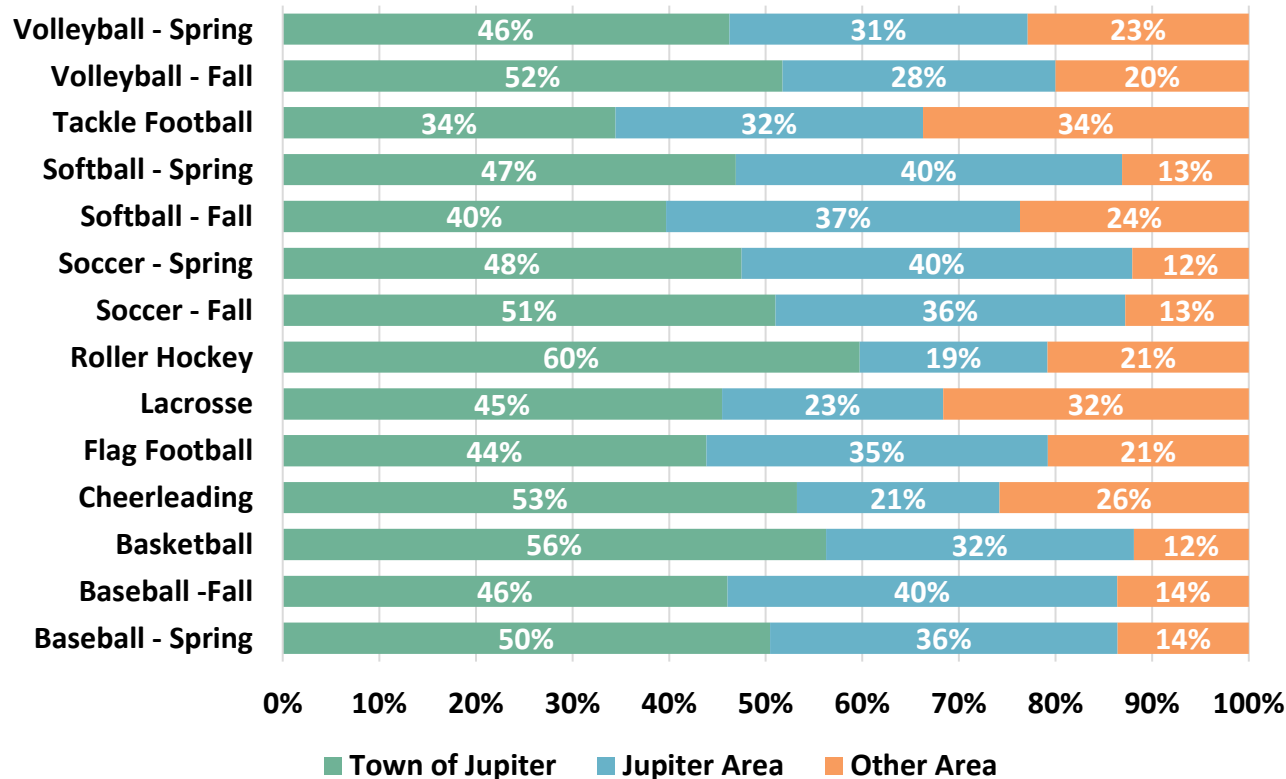
Residency Requirements to Apply for Facility Allocation



Participation & Use – Rec Sports 2022-2023

(based on established Jupiter Area map)

Residency by Rec Sport – Winter 2022 through Fall 2023



Overall Rec Sports Residency

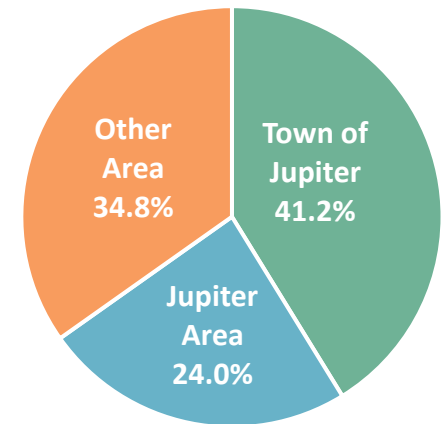
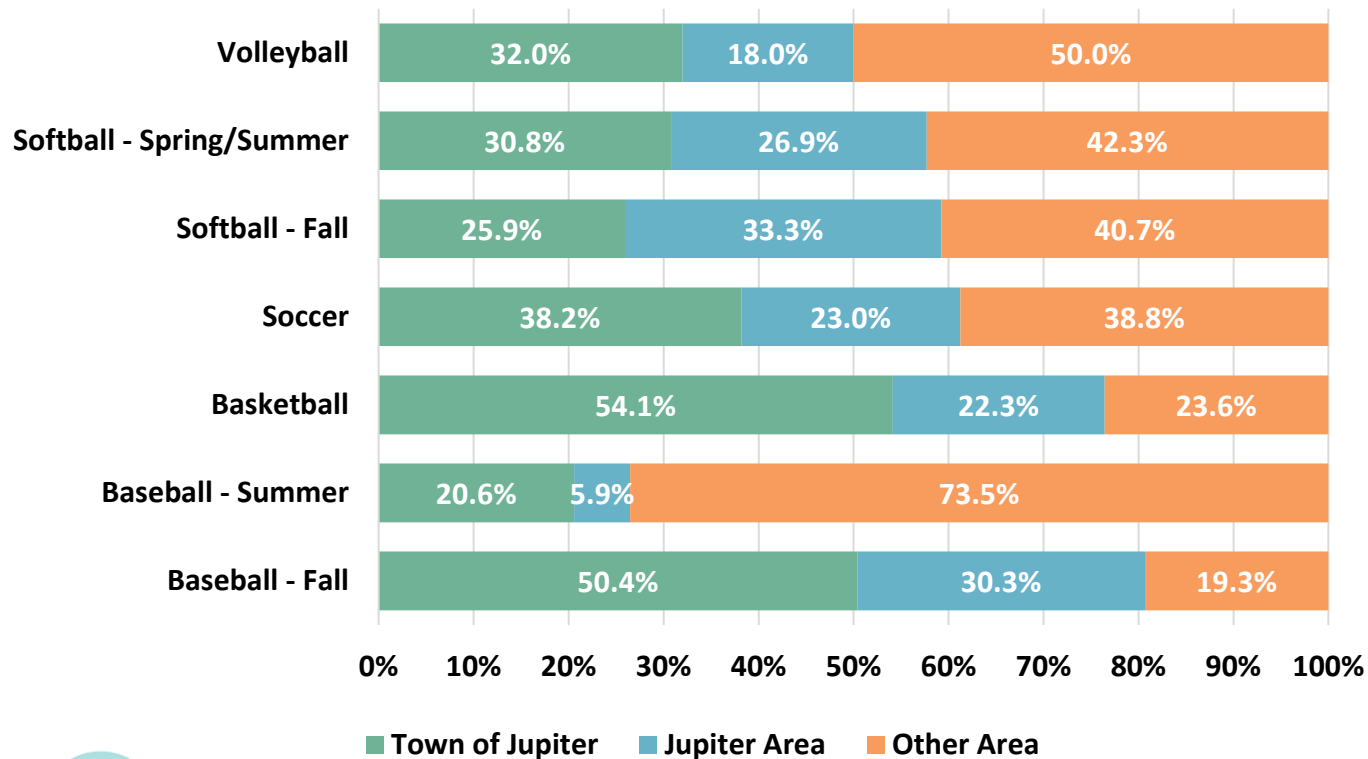


TOWN OF
JUPITER

Participation & Use – Travel Sports 2023-2024

(based on established Jupiter Area map)

Residency by Travel Sport – Fall 2023 through Summer 2024



Overall Travel Sports Residency



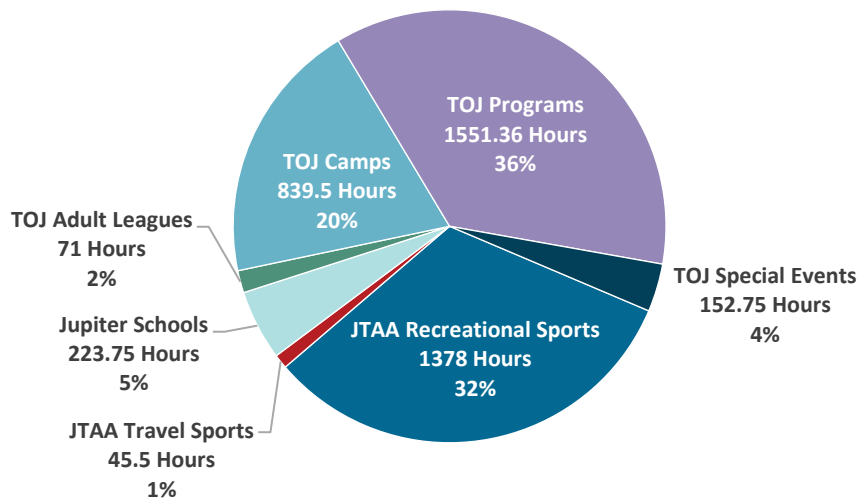
Benchmarks: Minimum of 50% TOJ

Maximum of 20% outside Jupiter area

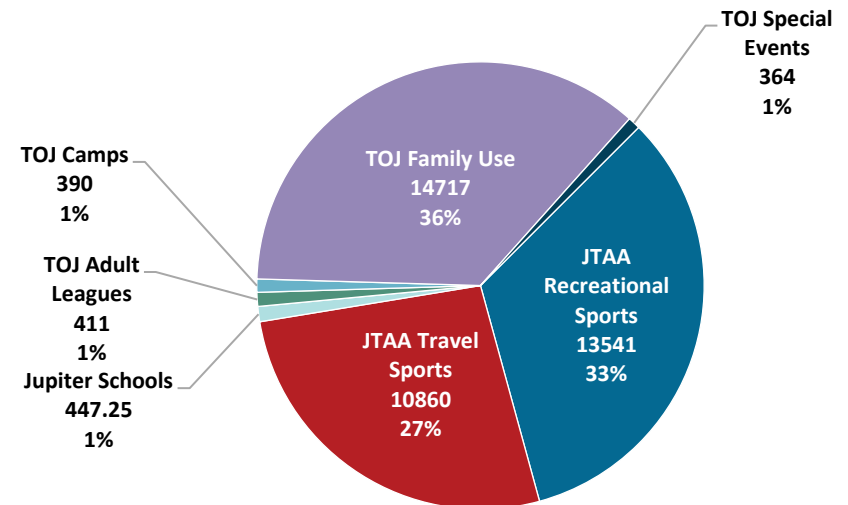
Annual Participation & Use Of Town Athletic Facilities

Hours of Use by All User Groups

Total Hours and Percentage
of Gymnasium Use



Total Hours and Percentage
of Athletic Field Use



Programmed Use outside of daily maintenance

Town Investments

- Town provides facilities at no cost to recreational and travel programs
- Annual Town contribution of \$15,000 to JTAA- 1996-2007
- Funded Middle Schools ILA at \$195,000, 2016-2021
- On-going facility upgrades through CIP and operating budgets
- Daily maintenance of facilities

Town's Annual Investments Impacting JTAA <i>Does not include staffing</i>				
<u>Project</u>	<u>FY22</u>	<u>FY23</u>	<u>FY24</u>	<u>FY25</u>
Parks Restoration CIP (fencing, water fountains, field and restroom renos.; equipment replacement)	\$86,878	\$243,071	\$294,753	\$810,611
JCP Renovations (LED lights, diamond field regrading, new fencing, sidewalk, fencing and building replacements)	\$1,221,650	\$2,043,538	\$1,587,680	\$2,815,198
Parks Maintenance Operating (field maintenance supplies and equipment)	\$219,000	\$201,000	\$357,800	\$474,000
Comm. Ctr. Operating Budget (Gym repairs and maintenance)	\$131,900	\$88,500	\$239,000	\$114,400
Turf Grass Replacement (multi-year \$7.3 million replacement of all MP field grasses)	--	--	--	\$75,000
TOTAL	\$1,659,428	\$2,576,109	\$2,479,233	\$4,289,209



JTAA Contributions

- 501(c)(3) organization with Executive Board that manages their own financial investments and staff
- User fees provide revenue to fund program expenses
- Volunteer based organization that manages approximately 6,000 participants annually
- Additional funding sources through community sponsorships and fundraising
- Without JTAA, Town would require multiple staff and operating budget to manage youth sports programs

Town Council Direction Needed

Staff is seeking Town Council direction on how to proceed with relationship between the Town and JTAA:

- Should there be a formal agreement between the Town and JTAA?
- How should the Town be involved in the use of PBCSD facilities by JTAA?
 - Should the Town continue to maintain agreements with PBCSD and should the Town be the facilitator of JTAA's use of those facilities?
- What should be the residency requirement for Town facility usage?
 - Is the current field use policy for travel a good model?
- What balance should be applied to various user groups' use of Town facilities? (family use time; senior athletics; adult athletics; various rec and travel organizations, etc.)
- What investment should the Town make? What investment should JTAA make?

RECREATION AND OPEN SPACE ELEMENT:

Goals, Objectives and Policies

Goal 1: Capital Facilities: *Provide a system of parks, open space and recreation sites and facilities of appropriate size and design and convenient to the use of participants; that meet adopted Town level-of-service standards; and that benefit each age group, social and economic group, and recreational preference of Town residents.*

Objective 1.1. Ensure that enough land and facilities are available to meet the current and future recreational needs of Town residents through 2035, as measured by adopted Town standards.

Policy 1.1.1 Maintain a reserve of land adequate to meet the community park needs of current and future residents through 2035, as measured by adopted recreation level-of-service (LOS) standards. This shall include acquisitions of new land when necessary.

Policy 1.1.2 The Town's Parks and Recreation Department shall maintain a plan for identifying and correcting deficits in the neighborhood park system. This plan shall: document existing deficits in neighborhood recreational facilities, according to adopted Town recreation level of service (LOS) standards; outline a joint public/private approach to providing recreation facilities and sites needed to meet or maintain the identified LOS and new demand through the year 2035; identify financing sources necessary to implement the plan; include an implementation plan.

Policy 1.1.3 The Town shall update and maintain its bicycle and pedestrian plan.

Policy 1.1.4 The Town shall update and maintain the map for all road right-of-ways

that dead-end at the waterfront or other permanent barrier, or that otherwise are not expected to be developed into streets; and shall provide benches, picnic tables, or other improvements at these sites to create small pocket parks and rest areas along creeks, bikepaths and thoroughfares.

Policy 1.1.5 The Town shall designate continue to pursue public access to waterfront and fishing opportunities by developing and purchasing, waterfront parks and open space that will include boat ramps, riverwalks (consistent with Future Land Use Element Policy 1.10.9) and/or fishing piers on public and private lands, as feasible and as funding becomes available: along the Loxahatchee River and its tributaries; along the Atlantic Ocean; along creeks such as Jones and Sims Creeks; along the Intracoastal Waterway, C-18, and the Jupiter River.

Policy 1.1.6 Fishing areas should be separated from vehicular traffic, to protect the safety of both parties.

Policy 1.1.7 Permit boat ramps preferably in locations that are quiet, protected areas, or are in areas already designated as Slow Zones for Manatee protection, and where adequate upland land exists to provide sufficient acreage for boat trailer parking.

Policy 1.1.8 Consider Town-owned lands that are idle or minimally used, and likely to be phased out of its present functions, for their recreational potential or dual use potential as a debris removal site following a natural disaster.

Policy 1.1.9 Recreation impacts of development shall be measured by the following LOS standards for recreation activities as follows:

Recreation Facility Adopted LOS Standards	
Activity	Facility per Population
Tennis	1 court per 4,000
Baseball	1 field per 6,000
Softball	1 field per 12,000
Football	1 field per 12,000
Soccer	1 field per 5,000
Basketball	1 court per 4,000
Racquetball/Handball	1 court per 7,500
Resource-based Park	1 park per 30,000
Exercise Trail	1 trail per 15,000
Swimming Pool	1 pool per 65,000
Community Center *	1.5 square foot per person
Lacrosse	1 field per 12,000
Volleyball	1 field per 8,000
Skate Parks	1 park per 60,000
Roller Hockey	1 rink per 60,000
Pickleball	1 court per 9,000
* expansion or addition is planned in increments of 30,000 sq. ft.	

Policy 1.1.10 The Town shall maintain adopted LOS standards for recreation and parks which reflect the diverse character of Jupiter. The adopted LOS standards should also be cognizant of the growing needs of the Town's senior population.

Policy 1.1.11 The Town's adopted LOS standards for recreation and parks shall provide for facilities that benefit each age, social and economic group, and recreational preference of Town residents. The annual recreation program preference survey will continue to be distributed to both current users and non-users.

Policy 1.1.12 Continue to cooperate with the Palm Beach County School Board and

private schools within the Town for multi-purpose use of school and Town facilities.

Policy 1.1.13 Impacts from County-operated parks shall not unduly burden the Town of Jupiter's public services or financial resources. The County in cooperation with the Town shall enter into a mutually acceptable interlocal agreement regarding the provision of services.

Policy 1.1.14 The Town shall continue an impact fee program and shall supplement recreation and open space needs through interlocal agreements, operational practices, user fees, incentives, and public/private cooperative efforts as a means of maintaining its adopted level of service for recreational capital facilities.

Policy 1.1.15 Developers shall be given up to 50 percent credit against required recreation impact fees if they provide all or part of the identified community or neighborhood recreation lands and facilities adopted by the Town in its Capital Improvements Plan for Recreation and Parks.

Policy 1.1.16 The Town shall continue to maximize the use of state funds, other governmental funds and private funds (such as State and FEMA grant funding) to purchase and develop parks, open space and recreational sites and facilities, including purchase or designation of a dual use debris removal site that will maintain or exceed the Town's adopted LOS standards.

Policy 1.1.17 The Town shall pursue Florida Inland Navigational District funds and other funding sources to acquire and develop waterfront parks access points.

Policy 1.1.18 In order to meet the adopted LOS standard for Community Center space,

the Town may consider other buildings and space that serves community center needs, in addition to the existing 65,000 s.f. facility.

Objective 1.2. All public recreation facilities shall be accessible to Town residents and where certain program participation is limited, preference will be given to Town residents when those programs are held on Town-owned facilities.

Policy 1.2.1 The Town will continue to locate new parks central to the population it will serve.

Policy 1.2.2 Public parks and facilities shall be designed and constructed with access ways which are compatible with the character and quality of natural resources found on-site.

Policy 1.2.3 The Town will continue to encourage the development and expansion of mass transit alternatives that increase the public's access to recreational facilities.

Policy 1.2.4 All Town parks and recreational facilities shall be accessible to the handicapped and the elderly, and shall have handicapped parking spaces and barrier-free entrances and pathways.

Policy 1.2.5 Where possible, all Town public recreation facilities shall be accessible to the handicapped, elderly and transportation disadvantaged.

Policy 1.2.6 The Town shall encourage the construction of bike and pedestrian paths that increase accessibility to parks in the Town.

Policy 1.2.7 The Town shall continue to support traditional uses, e.g., swimming,

surfing, sunbathing, fishing, picnicking, volleyball, frisbee, walking of dogs, on the beaches in the Town, and maintain the policy of no paid parking.

Goal 2: Recreation Programs: *Work to see that a wide range of leisure activities of interest and benefit to each age group, social and economic group, and recreational preference is provided.*

Objective 2.1 The Town shall maintain adopted LOS standards which reflect the needs of the various age groups, social and economic groups, and recreational preferences of Town residents.

Policy 2.1.1 The Town will continue to maintain adopted LOS standards for recreation and parks which reflect the diverse character of Jupiter, yet are cognizant of the growing needs of the Town's senior population.

Policy 2.1.2 The Town shall continue to support the efforts of, and work closely with volunteer organizations that already provide a wide range of recreation programs.

Policy 2.1.3 Town administered recreation programs should be oriented toward those program areas that have a demand but are not being served by an existing program. In addition, Town efforts will assist in augmenting existing volunteer recreational programs.

Policy 2.1.4 The Town shall maintain the comprehensive recreation program that was developed through a broad-based citizen participation process.

Policy 2.1.5 The Town's Parks and Recreation Department will continue to work closely with local volunteer organizations, the Palm Beach County Parks

and Recreation Department, and surrounding local parks and recreation departments in an effort to assist in the coordination and provision of providing recreation facilities for residents of unincorporated areas and other municipalities adjacent to the Town.

Goal 3: Open Space: To maximize the preservation, enjoyment, and accessibility of natural open spaces, especially those along the waterfront.

Objective 3.1. The Town shall maintain and strive to increase the acreage of publicly and privately-owned open space.

Policy 3.1.1 Land that is environmentally sensitive shall be preserved for the purposes of open space, passive recreation uses, traffic mitigation, flood protection and environmental enhancement. This shall include those resources identified in the Conservation Element as Environmentally Sensitive.

Policy 3.1.2 Jupiter shall participate, subject to budgetary constraints, in the development and funding of the multi-jurisdictional Loxahatchee Trail nature and recreational system. The Trail will provide canoe and hiking areas and recreational system. The Trail will provide canoe and hiking access within the corridor, creating a major nature-oriented recreational area in Palm Beach County.

Policy 3.1.3 The Town shall review and maintain the existing land development regulations to include specific open space definitions and standards addressing

protection of open space and addressing natural vegetation, landscaping, and signage, as well as the provision of open space for buffering.

Policy 3.1.4 The Town shall maintain land development regulations, that adopt incentives to encourage the provision of open space areas within future developments to preserve views, vistas, and native vegetation (e.g., allowing part of required parking areas to be unpaved, flexibility in site design.)

Policy 3.1.6 Link recreation areas together with their counterpart residential neighborhoods by utilizing greenway (open space) or blueway (water corridors used for conservation or recreation) corridors whenever possible.

Policy 3.1.7 Through the Town's Bicycle Transportation Master Plan, which is adopted by reference in the Town's Comprehensive Plan, land acquisition efforts for recreation and open space will focus on linking and enhancing existing pathways, greenways, blueways, and recreational trail systems, including the acquisition of areas for destination spots, trail heads and parking.

Policy 3.1.8 The Town shall utilize the following strategies to increase the amount of property preserved through Open Space Land Acquisition Program:

- a) Leverage state and federal grant funding;
- b) Pursue other sources of monies (non-profit organizations, foundations, etc.);
- c) Partner with Palm Beach County to purchase suitable lands.