



**AGENDA
TOWN OF JUPITER
TOWN COUNCIL MEETING
TOWN COUNCIL CHAMBERS
TUESDAY, FEBRUARY 4, 2025
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

If you would like to speak on any item, please submit a Comment Card.

PRESENTATION

1. Jupiter Fire Rescue Department Update.

CITIZEN COMMENTS

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

MINUTES

2. January 21, 2025 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 BUSINESS

3. **Resolution 20-25**, Accepting FEMA and State of Florida matching funds and authorizing the Town Manager to accept and execute documents relating to Hurricane Milton.
4. Approving a piggyback contract with Rep Services, Inc. (RSI) (Agreement No. 2023/2024-284) for playground materials and construction at Indian Creek Park, Jupiter Community Park, and Maplewood Park.
5. Adopting the 2025-2027 Strategic Plan.

REPORTS

TOWN ATTORNEY

TOWN MANAGER

TOWN COUNCIL – LIAISON REPORTS AND COMMENTS

ADJOURNMENT

Town Council Future Meetings

February 18, 2025, 7pm - Town Council Chambers
March 4, 2025, 7pm - Town Council Chambers

NOTICE

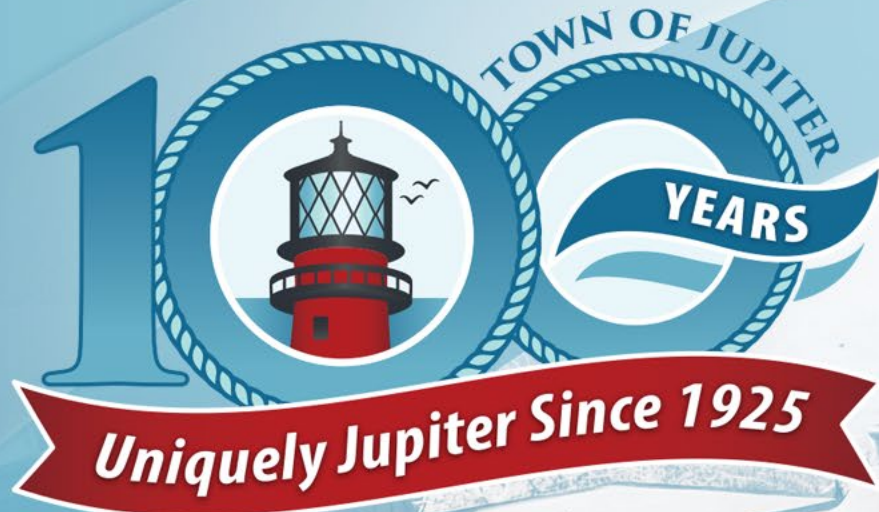
Town Council and CRA Meetings are now webcasted real-time and viewable on your computer or mobile device.
www.jupiter.fl.us/Live

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.*



TOWN OF JUPITER

Jupiter Fire Rescue Department

Status Update
February 4, 2025

CENTENNIAL
CELEBRATION
1925 - 2025

Status Update

- Next year, on October 1, 2026, Jupiter Fire Rescue will begin providing service.
- JFRD has made significant progress in the following areas:
 - Community Outreach
 - Personnel
 - Apparatus & Equipment
 - Fire Stations
 - Operational Items
 - Budget Update



Community Outreach

- Invited to speak at numerous neighborhood & HOA meetings, the business community, local schools, and local events.
- Shared what we are doing and why we are doing it.
- Received great feedback and answered many questions.

Personnel

- Executive team members in place:
 - Fire Chief
 - Deputy Chief of Operations
 - Deputy Chief of Administration
 - Division Chief of Logistics and Support Services
 - Division Chief of EMS
 - Fire Service Administrative Manager
 - Executive Assistant
- Have contracted with Medical Director.
- Currently hiring for:
 - Division Chief of Safety, Training & Wellness
 - Administrative Assistant

Apparatus & Equipment

- Purchased:
 - 4 fire engines
 - 1 ladder truck
 - 4 ambulances
 - The four ambulances will be delivered in December 2025, 6 months earlier than expected.
- Equipment for fire engines, ladder truck, and ambulances are being ordered.
 - Some equipment will take more than a year to be received.

Fire Stations

- Piatt Place Fire Station

- Underground parking structure has been removed; the site has been filled.
- Groundbreaking ceremony February 21 at 10:00 am.
- Substantial Completion by April 2026.

- Cinquez Fire Station

- Landscape work has begun.
- Work on the resident-requested road through Cinquez Park will begin in the coming weeks.
- Groundbreaking ceremony February 20 at 3:00 pm.
- Substantial Completion by April 2026.

- Abacoa Fire Station

- Meeting with PBCFR in February to discuss a transition plan.

Operational Items

- ✓ Fire Department Identification Number (FDID)
- ✓ Mutual Aid Agreement with PBG
- ✓ Training Agreement with PBG
- ✓ Radio Communications Agreement with PBC
- ✓ Vehicle Maintenance Agreement with Ten-8 Fire Equipment
- ✓ Application complete for Certificate of Public Convenience and Necessity (COPCN)

Budget Update

- **Center for Public Safety Management (CPSM) Report**
 - \$58 million total 3-year start-up costs.
 - Estimated FY27 first year operating budget: approximately \$25 million.
- **Year One, FY2024 : \$11.4 million**
 - Operating Budget: \$2.2 million.
 - Vehicle Costs for Fire Engines/Ambulances/Admin Vehicles: \$9.2 million.
 - Funded by interest earnings and surtax revenues.
 - Town's ending reserve balance in FY2024 was approximately \$54 million.

Budget Update

- **Station Funding**

- CPSM estimate for station funding was \$43.9 million, which included land purchases.
- Revised estimate for construction is approximately \$20 million, with no need for the purchase of land.
- Council has approved the use of a Commercial Paper loan of up to \$20 million, which offers an estimated cost-of-debt-savings of over \$700,000 compared to traditional financing methods.

Budget Update

- **Year Two, FY2025: \$2.9 million**

- Adopted operating budget: \$2.6 million.
- Adopted commercial paper debt service cost: \$350,000.
- Funded by interest earnings, resulting in no need for use of general fund reserves.

- **Year Three, FY2026**

- Budget to be developed during the annual budget process in Summer, 2025.
- Reserves will be used to fund the final year of implementation.

- **FY2027: First Year of Operations**

- Projected budget of \$25 million.



Key Takeaways

- Next year, on October 1, 2026, Jupiter Fire Rescue will begin providing service.
- Implementation is on time and within budget.
- JFRD will set the benchmark for service delivery on day one of operations.



**FINAL MINUTES AND AGENDA
TOWN OF JUPITER
TOWN COUNCIL MEETING
TOWN COUNCIL CHAMBERS
TUESDAY, JANUARY 21, 2025**

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.

CITIZEN COMMENTS

Mr. James Williams, resident of Murray Court, discussed his concerns regarding over development and a multi-family project in Abacoa

MINUTES

1. January 7, 2025 Town Council Meeting Minutes.

Councilor May moved to approve January 7, 2025 Town Council Meeting Minutes, as amended; seconded by Vice-Mayor Sundstrom; 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.

- Mr. Craig Mowery removed items 3 and 5.
- Staff pulled item 4.

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

Kuretski	Sundstrom	Delaney	Fore	May
Yes	Yes	Yes	Yes	Yes

CONSENT AGENDA

PUBLIC HEARING

2. **Ordinance 31-24, Second 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.

Title read by Mr. Lashley.

PUBLIC BUSINESS

3. **Resolution 3-25**, Approving an Interlocal Agreement between the Town of Jupiter and the Treasure Coast Regional Planning Council (TCRPC) for planning services regarding the Center Street widening. **MOVED TO REGULAR AGENDA**
4. **Resolution 4-25**, Approving a contract with E&F Florida Enterprises Inc. D/B/A Creative Contracting Group to construct the Historic Aicher House deck and ramp. **MOVED TO REGULAR AGENDA**
5. **Resolution 6-25**, Authorizing Supplemental Agreement No. 1 to EPW 2024-23 for the Guaranteed Maximum Price for the Roadway at Cinquez Park and the Retaining Wall at Piatt Place in an amount of \$2,312,969. **MOVED TO REGULAR AGENDA**
6. **Resolution 7-25**, Approving a contract to H.C. Warner, Inc. for supplying cartridge filters to the Reverse Osmosis and Nanofiltration membrane treatment plants (W2508) for \$13.12 per filter.
7. **Resolution 25-25**, Approving an Interlocal Agreement with the Treasure Coast Regional Planning Council for planning services for the Town of Jupiter's Parks and Recreation Master Plan.
8. **Resolution 27-25**, Approving a partnership agreement with the Palm Beach North Chamber of Commerce to co-host and sponsor a Jupiter music festival in Fall, 2025 called "Jupiter HarborFest" in an amount of \$60,000.
9. Approving the purchase order to Kimley-Horn and Associates for construction phase engineering services for Floridan Aquifer System Wellhead Improvements and Repairs in the amount of \$324,100.
10. Approving the Land License Agreements for Town-owned property on Cypress Drive (S2342).
11. Approving the purchase of a Tactical Rescue Vehicle in the amount of \$599,247.
12. Approving an increase for the purchase order value for Professional Owner Representative Project Management Services for multiple Town playground restoration projects to Colliers Project Leaders USA NE, LLC to an amount not to exceed \$322,274.87.
13. Approving an increase to purchase order 20251187 for Crosswalk Installation Construction Services at Main Street in an amount not to exceed \$57,399.10.

END OF CONSENT AGENDA

ITEMS REMOVED FROM CONSENT AGENDA TO REGULAR AGENDA

3. Resolution 3-25, Approving an Interlocal Agreement between the Town of Jupiter and the Treasure Coast Regional Planning Council (TCRPC) for planning services regarding the Center Street widening.

Mr. Craig Mowrey, resident of resident of Blanca Isles Lane, spoke regarding traffic, level of service, roads under the Town's jurisdiction, and his support of the resolution.

Vice-Mayor Sundstrom stated the Town was a patchwork quilt of State, County, and Town roads that were in the Town's transportation element of the Comprehensive plan. She also mentioned maintaining the historic main street character and working with the County or Regional Planning Council to create or protect the character in the Town.

Councilor Delaney mentioned a map that signified the jurisdiction of the roads in the Town and adding it to the Town's website.

Mayor Kuretski discussed the designation, history, and safety of Center Street.

Councilor May moved to approve Resolution 3-25; seconded by Councilor Delaney; motion passed.

Kuretski	Sundstrom	Delaney	Fore	May
Yes	Yes	Yes	Yes	Yes

4. Resolution 4-25, Approving a contract with E&F Florida Enterprises Inc. D/B/A Creative Contracting Group to construct the Historic Aicher House deck and ramp.

Mr. John Sickler, Director of Planning and Zoning, gave a brief update on the progress of the Aicher House project. He explained the Loxahatchee Guild had pledged \$20,000 towards the project and acknowledged their partnership with the Town. He also acknowledged Ms. Stephanie Thoburn for her efforts of shining a light on the Town's history.

Ms. Mary-Therese Delate, President of the Loxahatchee Guild, said she was excited to present the Town with \$50,000 towards the preservation of history. She explained they would like the money to go towards the boardwalk and ramp of the Aicher House.

Ms. Delate and current and former members of the Loxahatchee Guild presented a check to the Town of Jupiter and Town Council.

Councilor Delaney moved to approve Resolution 4-25; seconded by Vice-Mayor Sundstrom; motion passed.

Kuretski	Sundstrom	Delaney	Fore	May
Yes	Yes	Yes	Yes	Yes

ITEMS REMOVED FROM CONSENT AGENDA TO REGULAR AGENDA

5. Resolution 6-25, Authorizing Supplemental Agreement No. 1 to EPW 2024-23 for the Guaranteed Maximum Price for the Roadway at Cinquez Park and the Retaining Wall at Piatt Place in an amount of \$2,312,969.

Mayor Kuretski indicated he planned to abstain from voting due to a conflict of interest involving his wife's niece, who worked for the contractor.

Mr. Craig Mowrey, resident of Blanca Isles Lane, stated he was in favor of the resolution and asked if the Town was still trying to negotiate with the County over the possibility of acquiring Station 18.

Councilor Delaney said the Town tried to negotiate.

Councilor May mentioned Station 18 had other unincorporated areas they provided service to. He also stated when Jupiter Fire Rescue was in effect, they would be able to provide immediate backup, as needed.

Vice- Mayor Sundstrom said the Town was on a tight timeline and supported the item.

Councilor May moved to approve Resolution 6-25; seconded by Councilor Fore; motion passed.

Kuretski	Sundstrom	Delaney	Fore	May
Abstained	Yes	Yes	Yes	Yes

PRESENTATION

14. Annual Presentation on Traffic Data, Mitigation Strategies, and Projects.

Mr. Thomas Hernandez, Director of Engineering, presented the annual traffic update.

Mayor Kuretski clarified the item was a recurring strategic initiative to allow Staff and Council to remain engaged.

Mr. CJ Lan, Traffic Engineer, gave an overview of the Town's traffic conditions including traffic level of service (LOS) on Indiantown Road and arterials. He reviewed the 2023-2024 Town wide LOS which included failing roadways and post implementation safety evaluation.

Mr. Hernandez continued the presentation on mitigation strategies that included several Town projects and traffic management and safety improvements. He also noted the mitigation strategies implemented by partner agencies. Mr. Hernandez followed with current and proposed traffic mitigation strategies.

PRESENTATION

14. Annual Presentation on Traffic Data, Mitigation Strategies, and Projects.

Mayor Kuretski said Indiantown Road was entirely owned by Florida Department of Transportation (FDOT) however the Town stepped up and co-funded some projects to enable them to be completed ahead of what was projected.

Police Chief Michael Barbara, reviewed data for annual traffic crashes DUI-related crashes, major roadways and signalized intersection crashes, and bicycle and pedestrian crashes from January 1, 2022, to December 31, 2024.

Mayor Kuretski commended the Police Department with the success of the e-bike safety campaign. He mentioned that since the holidays have passed they may need to continue their efforts.

Chief Barbara said the Police department was dedicated to continue educating and informing parents and children.

ROUNDTABLE

15. 2025-2027 Proposed Strategic Plan

Ms. Nikki Carpenito, Senior Director of Strategic Initiatives, presented the strategic planning process and the strategic vision, mission and results definition modifications. This included corrections to 'Strong Local Economy' and 'Safety' initiatives. She highlighted the strategic initiatives completed in 2024 and which action items would carry over to 2025. Ms. Carpenito explained the difference between attachments 1 and 2, and reviewed the 2025-2027 proposed Strategic Initiatives and timeline.

Mayor Kuretski suggested the Florida Department of Transportation (FDOT) language should be used going forward. He also explained the role of the Palm Beach County transportation master planning effort and stated he agreed with incorporating and participating with them.

Vice-Mayor Sundstrom said that she proposed the Palm Beach County transportation master planning effort be added and would be open to having them as two separate items.

Mayor Kuretski stated it was a consensus of Council to split and secure project budget commitments from other agencies and participate in Palm Beach County's transportation master planning effort. He agreed the items could be separate.

Ms. Carpenito continued to review the Recreation Facility Master Plan Strategic Initiative.

ROUNDTABLE

15. 2025-2027 Proposed Strategic Plan

Mayor Kuretski noted the Council had heard from the public and how Vice-Mayor Sundstrom had been championing the item. He clarified that the Recreation Master Plan covers all aging parks. He said in another area it speaks regarding neighborhood parks but the Recreation Master Plan covers all of them. He noted Lighthouse Park had a need and was included.

Vice-Mayor Sundstrom stated West Jupiter Community Center was a County property and a Town priority and the Town was trying to partner where they could. She noted that Palm Beach County (PBC) had come up with a Master Plan for recreation back in December and prior to that meeting they had a number of meetings to collect information. She said PBC knows what the public's interests were from those meetings and what needed to be prioritized. She explained the Town was reviewing PBC's Master Plan and having meetings with them to determine where it aligns with the Town's to move forward.

Ms. Carpenito discussed Piatt Place and the Western Portion of Indiantown Road.

Mayor Kuretski said Council changed the Comprehensive Plan to adopt the road going from six lanes with turn lanes to six lanes with a thru turn lane. He explained FDOT worked with the Town to see what could be done easily and they had determined east bound to Central Boulevard from Chasewood Plaza. He said there would be three lanes east bound with a thru turn lane, which would increase the intersection capability. Mayor Kuretski stated west bound at the Mobile Station and Central Boulevard had some right-of-way issues, but now west bound from there to Jupiter West Plaza was going to be completed.

Mayor Kuretski discussed Staff monitoring the Indiantown Road Phase Two design progress. He noted people were frustrated coming into Town eastbound or going out of Town westbound. He felt the Mobile Station right-of-way would be addressed when the intersection modification was done and said the Town needed to pursue FDOT funding for a study.

Mayor Kuretski continued to discuss a possible connection from Walmart to Home Depot without getting on Indiantown Road. He noted Indiantown was an FDOT road, but the Town had been proactive in offering funds, if needed. He said it could be possible that FDOT could fund all of it, if they do not need to acquire right-of-way. Mayor Kuretski stated Staff had pursued a grant for adaptive signal control technology along the Indiantown Road corridor. He said he believed the grant had been funded but PBC would not proceed with it. Mayor Kuretski mentioned the County was proceeding with adaptive signal control in other locations and the Town may possibly reactivate this item to work with PBC on it. He concluded by asking Staff to change the wording on the item.

ROUNDTABLE

15. 2025-2027 Proposed Strategic Plan

Ms. Carpenito discussed high speed rails.

Mayor Kuretski stated Brightline had committed to the safety fencing and Quiet Zones.

Councilor Delaney explained the Town had done everything they could do for the Quiet Zones and they were waiting to hear back.

Mayor Kuretski noted everyone had done their portion, but then the list changed due to Federal Railroad Administration (FRA) finding additional safety items. He noted FRA had committed to starting in Jupiter first.

Ms. Carpenito discussed athletic facility usage; municipal complex; protecting local seagrass and the Loxahatchee River; anchored vessels; US One Bridge; South Island Way; maintenance facility; protect local seagrass; comprehensive plan review; public safety training facility; areas of local importance, the Arts; community webcams; sustainability plan; baseball/Roger Dean Chevrolet Stadium; A1A Beach Road roundabout decorative element; and historic preservation.

Councilor Fore asked to make sure the art piece at the A1A roundabout did not obstruct the view for safety purposes.

Councilor May asked if it was possible to have the Art Committee do a contest for the piece.

Mayor Kuretski thanked Staff for all the work.

Ms. Carpenito stated she would finalize the plan with all notes provided and bring back to Council for adoption at the February 4, 2025, meeting.

REPORTS

TOWN ATTORNEY – NONE

TOWN MANAGER

- Jupiter Jubilee – Mr. Kitzerow gave a reminder that the Jupiter Jubilee, 100th anniversary, would be February 8, 2025 from 11am-4pm.
- Toney Penna Traffic Signal - Mr. Kitzerow stated he was coordinating with the Town Attorney's office and the County to get the project going. He stated the County was interested in including other initiatives and given the nature and safety of the project the Town was working to have that separated.

REPORTS

TOWN MANAGER

- Riverside Drive and Alternate A1A Intersection - Mr. Kitzerow mentioned he was working with the Town Traffic Engineer, Mr. CJ Lan, who was coordinating with the County to look at potential solutions for the traffic concerns. He stated Mr. Lan was able to get the timing of the light for the right turn extended.
- Mary Hinton Memorial - Mr. Kitzerow stated Mr. Roger Held met with members of the Hinton family and they selected the semi-circle design.
- Abacoa Community Park (ACP) Tennis Courts - Mr. Kitzerow mentioned the renovations of the tennis courts at ACP were completed last week. He thanked Parks and Recreation Staff for their efforts.
- Centennial Celebrations - Mr. Kitzerow stated the upcoming events included the Jupiter Jubilee on February 8th and a special celebration with Roger Dean Stadium the first weekend of March.

TOWN COUNCIL – LIAISON REPORTS AND COMMENTS

COUNCILOR MAY

- Flagler Wharf Property – Councilor May stated he met with the owner of the Flagler Wharf property who Council just approved a project for a café off Alternate A1A. He mentioned there was an interest from the owner to potentially sell the property to the Town for greenspace preservation. He added the property meet two of the possibly three criteria for utilizing the greenspace bond. He asked to direct Staff to potentially approach the owner regarding purchasing the property.

Mayor Kuretski stated he was surprised the owner was interested in selling as they claimed to be excited about the café project. He mentioned his concerns regarding cost and prioritizing the Suni Sands property. He added he would keep an open mind.

Councilor May added Community Redevelopment Agency funding could be utilized for the Suni Sands property.

Councilor Fore and Councilor Delaney agreed with the Mayor's concerns regarding cost and wanting to prioritize the Suni Sands Property.

Vice-Mayor Sundstrom added the property would be valued at its current zoning and as a commercial zoned waterfront property it would be wildly expensive. She stated the Town needed to focus funds on the Suni Sands preservation.

Mayor Kuretski suggested having Councilor May contact the property owner to reach out to Staff.

TOWN COUNCIL – LIAISON REPORTS AND COMMENTS

VICE-MAYOR SUNDSTROM

- Smart and Connected Task Force – Vice-Mayor Sundstrom stated she had a meeting with the Smart and Connected Task Force which was a part of the Chamber of Commerce. She mentioned the Task Force identified two areas of focus including transportation planning and assisting small businesses. She added they had an online resource with information provided by municipalities for small business.

COUNCILOR DELANEY

- Mary Hinton Memorial – Councilor Delaney stated he reached out to Mary Hinton's daughter and she was appreciative and liked the stand-alone option in the green.

COUNCILOR FORE

- AED for Town Facility – Councilor Fore asked if the Town could acquire an AED for the Town facility at the bottom of the Lighthouse.
- Traffic – Councilor Fore thanked Mayor Kuretski for his knowledge and being proactive regarding traffic.

VICE-MAYOR SUNDSTROM

- Road Ownership Map – Vice-Mayor Sundstrom asked if the Town could share the ownership map on social media and add to the Engineering department's website.

COUNCILOR DELANEY

- Interstate 95 Eastbound Lane on Indiantown – Councilor Delaney mentioned the traffic improvement on Interstate 95 going east bound during rush hour and how it seemed to flow better. Councilor May agreed.

MAYOR KURETSKI

- Interstate 95 Eastbound Lane on Indiantown – Mayor Kuretski spoke on the design change and Florida Department of Transportation's responsibility.
- Toney Penna Signalization – Mayor Kuretski stated the County was trying to make the Town take over the maintenance of a County road as a part of adding a traffic signal. He added he would be reaching out to PBC Mayor Marino to try and separate those two issues so the signalization that was needed for public safety was not held hostage.

Mr. Kitzerow stated the Town Attorney was working with the County's attorney's office to separate the two and push ahead on the signalization. He added the intersection was dangerous and the signal needed to be installed for public safety.

ADJOURNMENT – 9:01 P.M.

Laura Cahill, Town Clerk

TOWN OF JUPITER

Accepting FEMA and State of Florida matching funds and authorizing the Town Manager to accept and execute documents relating to Hurricane Milton



DATE	February 4, 2025
TO	Honorable Mayor and Members of Town Council
THRU	Frank Kitzerow, Town Manager
FROM	Scott Reynolds, Finance Director
SUBJECT	Resolution 20-25 , Accepting FEMA and State of Florida matching funds and authorizing the Town Manager to accept and execute documents relating to Hurricane Milton

EXECUTIVE SUMMARY

Staff seeks Town Council approval of Resolution 20-25 required to allow the Town to accept FEMA and State of Florida funding and allow the Town Manager to execute documents for the reimbursement of costs incurred by the Town relating to Hurricane Milton. On October 5, 2024, due to Hurricane Milton, parts of the State of Florida including Palm Beach County were declared to be in a state of emergency by the Governor. The Town is eligible to seek reimbursement through FEMA's public assistance program and the State of Florida's matching grant program for expenses incurred due to Hurricane Milton.

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

ANALYSIS

The Town is working with both FEMA and the State of Florida on securing reimbursement for expenses relating to hurricane preparedness. Approval of Resolution 20-25 and the related document will authorize key Town staff members to represent the Town of Jupiter in the reimbursement process. This authorization is required to secure reimbursement through Agreement Number Z4857 and Subgrant Agreement DR4834 which shall require multiple forms to be authorized by the Town's agents. Once the agents are assigned, no further action is required by Town Council.

STRATEGIC PRIORITY

- Fiscal Responsibility
- Safety

ATTACHMENTS

1. Resolution No. 20-25 Hurricane Milton
2. Authorization Letter

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 561-741-2227.

RESOLUTION NO. 20-25

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF JUPITER, FLORIDA, AUTHORIZING THE TOWN MANAGER TO EXECUTE GRANT AGREEMENTS, REQUESTS FOR FUNDING, AND ANY OTHER RELATED DOCUMENTATION AND TO EXPEND MATCHING FUNDS TO COMPLY WITH THE GRANT REQUIREMENTS; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Federal Emergency Management Agency (FEMA) provides grants through its Public Assistance (PA) Program to assist States, Tribes, local governments and certain Private Nonprofit (PNP) organizations with response to and recovery from major emergencies or disasters declared by the President under the Stafford Act; and

WHEREAS, FEMA's PA Program provides assistance for debris removal, emergency protective measures, and permanent restoration of infrastructure; and

WHEREAS, on October 5, 2024 the Governor of the State of Florida declared a state of emergency for portions of the State of Florida which included Palm Beach County due to Hurricane Milton.

WHEREAS, the Town of Jupiter is therefore eligible for reimbursement from FEMA's PA Program and the State of Florida's matching grant program resulting from Hurricane Milton.

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

Section 1. That the Town Council of the Town of Jupiter, Florida, deems that it is in the best interest of the citizens of the Town of Jupiter, Florida, to accept grant funding

from the Federal Emergency Management Agency's (FEMA) Public Assistance (PA) Program for declared Presidential Disasters.

Section 2. That it is in the best interest of the citizens of the Town of Jupiter, Florida, to accept matching grant funding for the portion of qualifying costs for FEMA's Public Assistance (PA) grant program that are matched by the Florida Division of Emergency Management.

Section 4. That the Town Manager of the Town of Jupiter, Florida, is hereby authorized to take any and all reasonable action to accept these grants, including the execution of agreements, requests for funding, and any other related documentation; and to expend matching funds to comply with the Grant requirements, and to take any and all other action necessary to properly carry out the intent and purpose of this Resolution.

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



February 4, 2025

JIM KURETSKI
MAYOR

MALISE SUNDSTROM
VICE MAYOR

RON DELANEY
COUNCILOR

I, Jim Kuretski, Mayor of the Town of Jupiter, designate Frank Kitzerow, Town Manager, as the Authorized Agent for all matters related to Agreement Number Z4857 Federally Funded Subaward and Grant Agreement for DR4834-Hurricane Milton.

ANDY FORE
COUNCILOR

I also designate Mark Rady, Senior Accountant for the Town of Jupiter, as the Primary Contact for these matters.

Sincerely,

CAMERON MAY
COUNCILOR

Jim Kuretski
Mayor

FRANK KITZEROW
TOWN MANAGER

TOWN OF JUPITER
Approval of piggyback contract with RSI for playground construction



DATE	February 4, 2025
TO	Honorable Mayor and Members of Town Council
THRU	Frank Kitzerow, Town Manager
FROM	Mike Hoffmann, Senior Director, Community Services
SUBJECT	Approval of a Piggyback Contract with RSI through Clay County (Agreement No. 2023/2024-284) for Playground Materials and Construction at Indian Creek Park, Jupiter Community Park, and Maplewood Park.

EXECUTIVE SUMMARY

Staff is seeking approval to piggyback on a contract with RSI to initiate the procurement process for playground materials and begin constructing new playgrounds at Indian Creek Park, Jupiter Community Park, and Maplewood Park. The total cost of this request is \$2,674,504.99, funded by the Playgrounds 2025-2029 CIP. A portion of the Playgrounds CIP budget was allocated to the purchase order with Colliers Project Leaders, approved by Town Council on January 21, 2024. Therefore, this request will exceed the available budget by \$69,183.99, which will be funded by the General Fund Reserves. If this contract is approved, the Town will collaborate with RSI to commence construction in Spring 2025, with completion anticipated by Fall 2025.

ANALYSIS

Approving the use of the piggyback contract with RSI will allow the Town to quickly begin the initial phase of the project and reduce delays in the overall timeline. The contract includes all playground materials required to construct the three (3) playgrounds while leveraging discounted rates, ensuring cost efficiency. Additionally, RSI will serve as the General Contractor (GC), eliminating the need to hire a separate construction company and further reducing expenses.

These projects align with the scope of work established by Town staff and are part of the Town's adopted 5-year Community Investment Program (CIP) plan. It is important to note that this initiative does not include the proposed "spray ground" at Indian Creek Park, which will be implemented as a Phase II of the Indian Creek Project and be brought before Council at a later date for approval and appropriation.

STRATEGIC PRIORITY

- Fiscal Responsibility
- Manage Growth

ATTACHMENTS

1. Rep Services Inc. Contract

2. Scope of Work
3. Indian Creek Park Proposal
4. Jupiter Community Park Proposal
5. Maplewood Community Park Proposal
6. Playgrounds CIP 2025-2029

FUNDING SOURCE

Approved in Budget \$2,605,321

Sources: Playground CIP for
2025-2029

Additional Funding Requested \$69,183.99

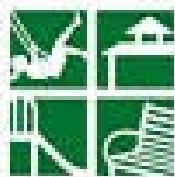
Sources: General Fund
Reserves

For more information or copies of the attachments, please contact Mike Hoffmann at
mikeh@jupiter.fl.us or 561-741-2471.

Clay County Contract

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REP SERVICES, INC.
Experts at Play & Outdoor Spaces

**AGREEMENT TO PROVIDE VARIOUS EQUIPMENT AND
AMENITIES FOR PARKS AND RECREATION**

This Agreement to Provide Various Equipment and Amenities for Parks and Recreation (“Agreement”) is entered into and shall be deemed effective as of July 24, 2024, and is between Rep Services, Inc., a Florida Profit Corporation (“Contractor”), and Clay County, a political subdivision of the State of Florida (the “County”).

RECITALS

WHEREAS, the County issued an Invitation for Bid, Bid No.: 23/24-074 (“Bid”), to establish a firm, fixed percentage discount from manufacturer’s and/or bidder’s current catalog/supply/product information price list for the purchase and installation of various equipment and amenities for parks and playgrounds to include a means for qualifying suppliers and establishing pricing for ballpark lighting services and court surfacing; and

WHEREAS, the Contractor responded to the Bid with a proposal that included Contractor’s products and discount pricing and pricing details for such products and services (“Proposal”); and

WHEREAS, the County evaluated the proposals submitted, and on July 23, 2024, the Clay County Board of County Commissioners of Clay County, Florida (the “Board”) accepted staff’s evaluation and awarded the Bid to the 23 companies that responded to the Bid; and

WHEREAS, the awarded Bids will be utilized on an as needed and as requested basis; and

WHEREAS, to the extent permitted by applicable law, the Contractor agrees to offer and extend this Agreement and pricing to any states, municipalities, local governments, school districts, higher educational institutions, public utilities, hospitals, and any other governmental agencies or non-profit organizations; and

WHEREAS, the parties hereby acknowledge and expressly agree that the terms and conditions of the Bid, including any addendums and attachments thereto, as well as the Proposal apply to this Agreement and are incorporated herein by reference; and

WHEREAS, the parties desire to enter into this Agreement in accordance with the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the foregoing recitals, the mutual covenants and promises set forth herein, and for other good and valuable consideration, the receipt of which is hereby acknowledged and all objections to the sufficiency and adequacy of which are hereby waived, the parties agree as follows:

1. EQUIPMENT, PRODUCTS, OR SERVICES

- (a) The above recitals are true and correct and are incorporated herein by reference.
- (b) For purposes of this Agreement, the County Representative shall be Howard Wanamaker, County Manager, and the Project Manager shall be Donna Fish, Buyer 1 with Clay County Purchasing, or designee.
- (c) The Contractor agrees to provide the Products and Services in accordance with the Bid Scope of Work attached hereto as **Attachment A**, its Proposal attached hereto as **Attachment B**, and the terms and conditions of this Agreement when ordered and/or requested from time to time by the County. As used herein, "Products" shall mean all equipment, amenities, materials, and/or products that the Contractor agrees to provide as stated in its Proposal. As used herein, "Services" shall mean any services that the Contractor agrees to provide as stated in its Proposal or as requested under this Agreement, including, but not limited to, installation of Products for parks and playgrounds, ballpark/field lighting services, court surfacing, and other related services.
- (d) Products and/or Services will be ordered and/or requested by personnel designated by the County on an as needed basis for the quantity requested during the term of the Agreement. Such orders/requests will be made in accordance with the method of ordering section of **Attachment A**. The County at its sole discretion will generate purchase orders as a result of approved quotations submitted in response to a request. Depending on the Services ordered, the Contractor may be required to enter into a separate agreement or task order with the County addressing such Services.
- (e) No later than 30 days prior to the anniversary date of this Agreement throughout the Agreement term, the Contractor may submit an updated Proposal to the Project Manager reflecting any changes to manufacturers and/or Products. Upon receipt, the Project Manager shall review and approve or reject the updated Proposal in writing. If the Project Manager approves the updated Proposal, it shall automatically be deemed to be incorporated into this Agreement and shall replace and/or modify **Attachment B**, in whole or in part, as applicable, as of the date of approval, without the need for a formal amendment or further action by either party. If the Project Manager does not approve the updated Proposal, the original Proposal shall continue without modification.
- (f) In providing the Products and Services, the Contractor shall:
 - 1. Be familiar with the ordered/requested Products and/or Services, deadlines, requirements, and the conditions under which the Products and/or Services are to be provided;
 - 2. Conduct business in a manner that reflects favorably at all times on the services and the goodwill and reputation of the County;
 - 3. Avoid deceptive, misleading or unethical practices that are or might be detrimental to the County; and

4. Not use any false, deceptive or misleading trade practices in the performance of the Services.

(g) In entering into this Agreement, the Contractor represents that it now has or will secure all equipment and personnel required to provide all Products and Services as may be requested under this Agreement. The Contractor shall assign such personnel as are necessary to assure faithful prosecution and timely delivery of the Products and/or Services pursuant to the requirements of this Agreement. The Contractor shall ensure that the personnel assigned to provide the Products and/or Services comply with the terms of this Agreement, have current licenses and permits required to provide the Products and/or Services, and are fully qualified and capable to perform their assigned tasks.

(h) The Contractor represents and warrants to the County that Contractor is experienced with providing the Products and Services described in this Agreement and is qualified and competent to provide such Products and perform such Services. The Contractor shall provide any and all Products and perform any and all Services requested in a timely, efficient, workmanlike, and cost-effective manner that comports with professional industry standards, applicable federal, state and local laws and regulations, and in accordance with the applicable professional standards.

(i) The Contractor shall provide the Products and Services using the degree of care and skill ordinarily exercised by similarly practicing professionals performing similar services under similar conditions in the same or similar geographic area and in compliance with all applicable laws ("Standard of Care").

(j) In performance of this Agreement, the Contractor is bound by and shall comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to the Products and/or Services. Any reference in this Agreement to a particular law, rule, or regulation in no way implies that no other law, rule, or regulation applies. Any violation of these laws, rules, and regulations shall constitute a material breach of this Agreement and shall entitle the County to terminate this Agreement upon delivery of written notice of termination to the Contractor as outlined herein.

(k) The County may elect, in certain circumstances, to purchase only Products and have such Products installed by others (e.g., volunteers, County staff, etc.). If such election is made, the Products will be shipped to a designated location and off-loaded by the Contractor.

(l) Non-Exclusive. The parties acknowledge and agree that this Agreement is non-exclusive. Nothing in this Agreement shall be construed to prevent either party from entering into similar agreements with other third parties, or from engaging in any other business activities for such products and/or services, including, but limited to the use of other available bids or contracts.

(m) The County gives the Contractor no guarantee of any Products or Services or any specific amount or quantity of Products or Services that may be accomplished or performed by the Contractor during the term of this Agreement. Additionally, the County makes no guarantee of usage by other users or Contracting Entities of this Agreement.

(n) The County may conduct performance evaluations at any time during the term of this Agreement to ensure the Contractor's compliance with the Agreement. One or more evaluations may be conducted solely at the discretion of the County.

2. ADDITIONAL PRODUCTS OR SERVICES

(a) If the County identifies or the Contractor recommends any additional products or services to be provided by the Contractor that are not covered under the Agreement but are beneficial to the County, such additional products and/or services, including scope, timing, and fees, as applicable, must be mutually agreeable between the County and the Contractor and authorized in writing by the County.

3. TERM

(a) The term shall begin on July 24, 2024 ("Effective Date") and shall remain in effect for a period of three years continuing through July 23, 2027, unless sooner terminated as provided herein. The Agreement may be renewed for two additional one year periods upon subsequent written agreement of the parties.

(b) The parties hereto mutually understand and agree that time is of the essence in the performance of this Agreement. The Contractor agrees to timely provide the requested Products and/or Services in accordance with the Agreement and the deadlines that may be established for such Products and/or Services.

(c) Notwithstanding the termination or expiration of this Agreement, this Agreement will survive as to any and all pending purchase orders, contracts, etc., until all of the rights and obligations of both parties thereunder have been fulfilled or the purchase orders, contracts, etc. have been terminated.

4. WARRANTIES AND REPRESENTATIONS

(a) The Products and Services shall comply with all rules, regulations, and requirements set forth in this Agreement and the Attachments to this Agreement.

(b) Warranties related to the Products and/or Services provided under this Agreement shall be established and confirmed at the time of each individual order. For each order, the Contractor shall provide a warranty statement specifying the duration, scope, and terms of the warranty applicable to the specific Products and/or Services being purchased. Depending on the Services ordered, the warranty may be set forth in a separate agreement or task order with the County addressing such Services.

(c) Neither the Services, nor any Products provided by the Contractor under this Agreement will infringe or misappropriate any patent, copyright, trademark or trade secret rights of any third party.

(d) The Contractor certifies that all Products meet all federal and state requirements. Upon

completion of installation of play equipment and/or playground surfacing, the Contractor shall furnish to the County's Purchasing Department a certificate stating the Products/equipment/surfacing and its installation meet all federal and state requirements as outlined in the publications set forth in **Attachment A** under the Compliance with Laws and Codes section. The Contractor further certifies that if the Product(s) delivered and/or installed are subsequently found to be deficient in any of the aforementioned requirements in effect on date of delivery, all costs necessary to bring the Product(s) and installation into compliance shall be borne by the Contractor.

(e) The Contractor warrants that all Products and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, the Contractor warrants the Products and Services are suitable for and will perform in accordance with the ordinary use for which they are intended.

(f) All material, equipment, manufacturer, or other special warranties required by the Agreement or applicable to the Products and/or Services shall be transferable to, or issued in the name of the County, and provide the warranty period. The period of manufacturer's warranty shall begin to run at the time the Products are received and accepted by a representative of the County.

5. PIGGYBACKING, SALES REPORTS, AND ADMINISTRATIVE FEE

(a) To the extent permitted by law, the Contractor agrees to offer and extend this Agreement and pricing to any states, municipalities, local governments, school districts, higher educational institutions, public utilities, hospitals, and any other governmental agencies or non-profit organizations (collectively "Contracting Entities").

(b) The County as the lead agency for the Bid shall not be liable or responsible for any costs, damages, liability, or other obligations incurred by any Contracting Entities. The Contractor including its subsidiaries shall deal directly with each Contracting Entity concerning the placement of orders, issuance of purchase orders, issuance of contracts, contractual disputes, invoicing, payment, and all other matters relating or referring to such Contracting Entities access or use of the Agreement and/or pricing. Accordingly, any Contracting Entity wishing to use this Agreement will be responsible for placing its own orders, issuing its own purchase order/documents/price agreements/contracts, providing for its own acceptance, making any subsequent payments, addressing any contractual disputes, and handling all other matters relating or referring to its access or use of the Agreement and/or pricing. The Contracting Entities are responsible for obtaining all certificates of insurance and bonds as may be required.

(c) Volume Sales Report. Throughout the term of this Agreement, the Contractor shall submit a **quarterly volume sales report ("Sales Report") to the County's Purchasing Department by email at purchasing@claycountygov.com or U.S. mail to the Clay County Board of Commissioners, Attn: Purchasing Department, PO Box 1366, Green Cove Springs, Florida 32043. Quarterly Sales Report dates are as follows: December 31, March 31, June 30, and September 30. Sales Reports must be delivered to the County's Purchasing Department no later than the 15th day of the following month.** Initiation and submission of the Sales Reports are the

responsibility of the Contractor without prompting or notification by the County. The Sales Report must be provided regardless of whether or not any sales have been conducted during such quarter (i.e., if there are no sales, Contractor must submit a Sales Report indicating that no sales were made during that particular quarter). The Sales Report must include the following:

- Contracting Entity's name and contact information;
- Detail of any Products sold/purchased including description, quantity, and price;
- Detail of any Services sold/purchased and/or performed; and
- All transactions pertaining to sales for Products and/or Services and pricing for that quarter to include the date the purchase was invoiced/sale was recognized as revenue by Contractor.

(d) Administrative Fee. The Contractor agrees to pay to the County an administrative fee equal to 1.5% of the eligible revenues generated from the sale of Products or Services to Contracting Entities utilizing this Agreement and/or pricing under this Agreement. For purposes of this Agreement, "eligible revenues" shall mean the gross amount actually received by the Contractor from the sale of Products purchased and/or installed utilizing this Agreement, excluding any amounts attributable to shipping, freight, handling charges, taxes, mandatory fees, or any other expenses not directly related to the core sale or installation transaction.

(e) The County will review the Sales Report and will prepare an invoice to the Contractor for payment of the administrative fee based on the Sales Report submitted for that **quarter**. Such invoices will be submitted to the Contractor at its email address provided to the County's Purchasing Department. Upon receipt of an invoice submitted under this paragraph, the Contractor shall submit payment pursuant to the instructions on the invoice within 30 calendar days of the invoice date.

(f) Failure of the Contractor to provide the quarterly Sales Reports and payment of administrative fees in accordance with an invoice, shall be considered a breach of the Agreement. A late penalty of 15 percent on the value of the administrative fee may be assessed to the Contractor for each month the payment of such fee is not received.

(g) The Contractor agrees to cooperate with the County in auditing transactions under this Agreement to ensure that the administrative fee is paid on all Products and/or Services purchased under this Agreement.

6. PRICING AND PAYMENT

(a) All Products and Services under this Agreement will be priced and/or discounted as stated in Contractor's Proposal. It is understood that Contractor's current catalog/supply/product information price list are subject to change throughout the term of this Agreement. However, percent discount shall remain fixed for the entire term of this Agreement including any renewals or extensions thereto.

(b) Freight must be pre-paid and added to the Invoice and the quote. The County will pay actual freight charges.

(c) Sales Promotion/Price Reduction. The parties acknowledge that sales promotions may occur during the term of the Agreement which will lower prices of Products and Services for the period of such sales promotion. The Contractor acknowledges and agrees that the County shall receive the full benefit of such reductions if lower than the discount established by this Agreement. The County must be notified of these sales promotions in writing, specifying the beginning and ending dates of the sales promotions.

(d) The County shall pay the Contractor for the Products and Services provided under this Agreement in compliance with the specifications at the prices in accordance with **Attachment B** upon presentation of an Invoice submitted to the Paying Agent in accordance with paragraph 7.

7. PAYMENT PROCEDURES

(a) As used herein, the term “Act” means the Local Government Prompt Payment Act set forth in Part VII of Chapter 218, Florida Statutes; the term “Invoice” means a statement, invoice, bill, draw request or payment request submitted by the Contractor under this Agreement; and the term “Submittal Date” means, with respect to an Invoice, the submittal date thereof to the Paying Agent. Invoices shall be submitted to Clay County Comptroller’s office (“Paying Agent”) by Email at invoices@clayclerk.com or U.S. Mail at Clay County BOCC, PO Box 988, Green Cove Springs, FL 32043 ATTN: Accounts Payable. All payments will be governed by the Act.

(b) Invoices shall be signed by the Contractor and must include the following information and items:

1. The Contractor’s name, address and phone number, including payment remittance address.
2. The Invoice number and date.
3. Reference to the Agreement by its title and number as designated by the County and Purchase Order number.
4. Identify the Products and/or Services covered by the Invoice.
5. The total amount of payment requested, the total amount previously requested, and the total amount paid to date for such Products and/or Services covered by the Invoice.
6. Supporting documentation necessary to satisfy auditing requirements (both preaudits and post-audits), for cost and Services completion.
7. The Contractor must provide any additional documents, certificates, or information as needed to support or document the Invoice as may be requested by the County.

(c) Upon receipt of an Invoice submitted under this paragraph, the Paying Agent and/or Project Manager shall date stamp the Invoice as received. Thereafter, the Paying Agent and/or

Project Manager shall review the Invoice and may also review the Products and/or Services as delivered, installed, or performed to determine whether the quantity and quality of the Products and/or Services is as represented in the Invoice and is as required by this Agreement. If the Paying Agent and/or Project Manager determines that the Invoice does not conform with the applicable requirements of this Agreement or that the Products and/or Services within the scope of the Invoice have not been properly delivered, installed, or performed in full accordance with this Agreement, the Paying Agent and/or Project Manager shall notify the Contractor in writing within 10 business days after the improper Invoice is received that the Invoice is improper and indicate what corrective action on the part of the Contractor is needed to make the Invoice proper.

(d) By the submittal of an Invoice hereunder, the Contractor shall have been deemed to have warranted to the County that all Products and/or Services for which payments have been previously received from the County shall be free and clear of liens, claims, security interests or other encumbrances in favor of the Contractor or any other person or entity for failure to make payment.

(e) The parties will attempt to settle any payment dispute arising under this paragraph through consultation and a spirit of mutual cooperation. The dispute will be escalated to appropriate higher-level managers of the parties, if necessary. If the dispute concerning payment of an Invoice remains unresolved within 30 days following the Submittal Date, then the Project Manager shall schedule a meeting between the Contractor's representative and the Project Manager with the County Manager, to be held no later than 43 calendar days following the Submittal Date, and shall provide written notice to the Contractor regarding the date, time and place of the meeting no less than 5 calendar days prior thereto. At the meeting, the Contractor's representative and the Project Manager shall submit to the County Manager their respective positions regarding the dispute, including any testimony and documents in support thereof. The County Manager shall issue a written decision resolving the dispute within 45 calendar days following the Submittal Date, and serve copies thereof on the Contractor's representative and the Project Manager.

(f) The County's review, approval, acceptance of, or payment for the Products and/or Services provided under this Agreement may not be construed or deemed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement, and the Contractor will be and remain liable to the County in accordance with applicable law for damages suffered by the County caused by the Contractor's negligent performance of any of the Products and/or Services furnished under this Agreement

8. INDEMNIFICATION

(a) To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the County including its officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the Contractor and persons employed or utilized by the Contractor in the performance of this Agreement.

(b) The County does not agree to and shall not indemnify the Contractor or any other person or entity, for any purpose whatsoever. To the extent any indemnification by the County may be construed under this Agreement, any such indemnification shall be subject to and within the limitations set forth in Section 768.28, Florida Statutes, and to any other limitations, restrictions and prohibitions that may be provided by law, and shall not be deemed to operate as a waiver of, or modification to, the County's sovereign immunity protections.

(c) This paragraph shall survive the expiration or termination of this Agreement.

9. INSURANCE

(a) The Contractor shall maintain throughout the term of this Agreement and completion of any Services and during any renewal or extension term(s) of this Agreement or as required herein insurance of the following types and with such terms and limits:

1. Commercial General Liability

Coverage must be afforded under a Commercial General Liability policy with limits not less than:

- \$1,000,000 each occurrence and \$2,000,000 aggregate for Bodily Injury, Property Damage, and Personal and Advertising Injury
- \$1,000,000 each occurrence and \$2,000,000 aggregate for Products and Completed Operations
- \$50,000 each occurrence for Damage to Rented Premises
- \$5,000 Medical Expenses (any one person)

Commercial and General Liability policy must include coverage for contractual liability and independent contractors.

2. Business Automobile Liability

Coverage must be afforded for all Owned, Hired, Scheduled, and Non-Owned vehicles for Bodily Injury and Property Damage in an amount not less than \$1,000,000 combined single limit each accident. If the Contractor does not own vehicles, the Contractor shall maintain coverage for Hired and Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

3. Workers' Compensation and Employer's Liability

Any person or entity performing work for or on behalf of the County must provide Workers' Compensation and Employer's Liability insurance in limits not less than:

- Workers Compensation Statutory limits
- Employers Liability \$100,000 Each Accident
 \$500,000 Disease Policy
 \$100,000 Disease-Each Employee

Exceptions and exemptions may be allowed by the County Manager, if they are in accordance with Florida Statutes.

The Contractor waives, and the Contractor shall ensure that its insurance carrier waives, all subrogation rights against the County, its employees, agents, boards, and commissions, for all losses or damages. The County requires the policy to be endorsed with WC 00 03 13 Waiver of our Right to Recover from Others or equivalent.

The Contractor must be in compliance with all applicable State and federal workers' compensation laws, including the U.S. Longshore Harbor Workers' Act and the Jones Act, if applicable.

For any Contractor who has exempt status as an individual, the County requires proof of Workers' Compensation insurance coverage for that Contractor's employees, leased employees, volunteers, and any workers performing work.

4. Umbrella/Excess Insurance

If the Contractor's primary insurance policy/policies do not meet the minimum requirements, the Contractor may provide an Umbrella/Excess insurance policy to comply with the insurance requirements.

(b) Providing and maintaining adequate insurance coverage is a material obligation of the Contractor. Prior to any work or services being performed under this Agreement, the Contractor must deliver valid certificates of insurance for the required insurance coverage to the County's Purchasing Department.

(c) The certificates of insurance for the required coverages, with the exception of Workers' Compensation and Employer's Liability shall name **"Clay County, a political subdivision of the State of Florida, and The Board of County Commissioners, Clay County, Florida, its employees, agents, boards and commissions, as their interests may appear"** as **"Additional Insureds."** The coverage shall contain no special limitation on the scope of protection afforded to the County, its employees, agents, officials, boards, and commissions. The certificates of insurance shall indicate if coverage is provided under a claims-made or occurrence form. If any coverage is provided on a claims-made form, the certificates of insurance will show a retroactive date, which should be the same date of the initial Agreement or prior. The Agreement number, and/or other identifying reference must be listed on the certificates of insurance.

(d) The Certificate Holder on the certificates of insurance should read as follows: **"Clay County Board of County Commissioners, P.O. Box 1366, Green Cove Springs, FL 32043"** or as otherwise designated by the County's Purchasing Department.

(e) The certificates of insurance shall be provided to the County with a thirty (30) day notice of cancellation; ten (10) days' notice if cancellation is for nonpayment of premium. In the event that the insurer is unable to accommodate the cancellation notice requirement, it shall be the responsibility of the Contractor to provide the proper notice. Such notification will be in writing by registered mail, return receipt requested, and addressed to the Certificate Holder. In the event the Agreement term goes beyond the expiration date of any insurance policy, the Contractor shall provide the County's Purchasing Department with an updated certificate of insurance no later

than ten (10) days prior to the expiration of the insurance currently in effect. The County reserves the right to suspend the Agreement until this requirement is met. If any required insurance coverage is canceled, terminated, or revoked, the Contractor agrees to immediately suspend its operations until replacement insurance is obtained and verified.

(f) These insurance requirements may be modified and/or waived, in whole or in part, upon written approval by the County Manager or designee, without the need for a formal amendment to the Agreement.

10. BONDS

(a) A Performance Bond and Payment Bond may be required for specific projects and/or Services provided under this Agreement as security for the faithful performance and payment of the Contractor's obligations. Whether such Bonds will be required, will be based upon the size and price of each particular project and/or purchase under this Agreement. If such Bonds are required, the Contractor understands, acknowledges, and agrees that the Contractor shall cause the Bonds to be recorded in the public records of the County with the Clay County Clerk of Court and Comptroller at the Contractor's sole expense, and shall deliver a certified copy of the recorded Bonds to the County's Purchasing Department prior to receiving a purchase order for the project.

11. DEFAULT AND TERMINATION

(a) Default. If the Contractor breaches any covenant made by it hereunder; fails to satisfactorily perform any condition, provision, or obligation of this Agreement; fails to make progress so as to endanger performance under the terms and conditions of the Agreement; fails to perform on time or timely deliver any requested Products; provides false or inaccurate information; fails to address and/or correct any deficiencies identified by the County during a performance evaluation; fails to timely submit reports as required herein; fails to pay the administrative fee; fails to comply with applicable rules, laws and regulations; or whenever the Contractor ceases operation, dissolves its corporation, or otherwise no longer provides the Products and/or Services under the terms of this Agreement, the County may consider the Contractor to be in default and may assert a default claim by giving the Contractor a written notice of default. Except for a default by the Contractor for failing to comply with applicable laws, rules, and regulations or for no longer providing the services contemplated under this Agreement which must be cured immediately or is otherwise subject to automatic termination for cause, the Contractor shall have 10 calendar days after receipt of the notice of default to either cure the default or, if the default is not curable within 10 calendar days, provide a written cure plan to the County describing how and when the default will be cured, which the County in its sole discretion may approve or disapprove. The Contractor will begin implementing the cure plan immediately after receipt of notice by the County that it approves the plan. If the Contractor fails to cure or the County does not approve the cure plan, then the County may terminate this Agreement for cause.

(b) Termination for Cause. Upon the failure or inability of the Contractor to cure the default as provided above, unless otherwise agreed in writing, the County may, at its option, without

releasing or waiving its rights and remedies against the Contractor and without prejudice to any other right or remedy it may be entitled to hereunder or by law, terminate this Agreement, in whole or in part, for cause immediately upon written notice of termination by the County Representative to the Contractor. In the event the County terminates the Agreement, in whole or in part, because of default by Contractor, the County may procure goods, services, materials, and/or work similar to those terminated, and the Contractor shall be liable for any damages, costs, and any other expenses incurred due to this action. If it is determined that the Contractor was not in default or that the default was excusable (e.g. failure due to causes beyond the control of, or without the fault or negligence of the Contractor), the rights and obligations of the parties shall be those as provided in the provision for Termination for Convenience.

(c) Termination for Convenience. The County may whenever the interests of the County so require, terminate the Agreement, in whole or in part, for the convenience of the County. The County Representative shall give 30 calendar days prior written notice of termination to the Contractor, specifying when the termination is to become effective. In the event of any such termination, the Contractor shall be paid by the County for all Products and/or Services satisfactorily provided up to receipt of the notice of termination, and thereafter until the date of termination, the Contractor shall be paid only for such Services as are specifically authorized in writing by the County. The Contractor may terminate this Agreement for the convenience of the Contractor by giving the County 180 calendar days advance written notice.

(d) Unless directed differently in the notice of termination, the Contractor shall incur no further obligations in connection with the terminated Products and/or Services and shall stop any work to the extent specified and on the date given in the notice of termination. Additionally, unless directed differently, the Contractor shall terminate outstanding orders and/or subcontractor agreements related to the terminated Products and/or Services and shall transfer all Services in progress, completed Services, and other materials related to the terminated Services to the County. The Contractor agrees to refund to the County all pre-paid sums for Products and/or Services that have been cancelled and will not be delivered.

(d) Termination of this Agreement or a portion hereof under the provisions incorporated herein shall not relieve the Contractor of its responsibilities for the completed portion or concerning any just claims arising out of the Products provided and/or Services performed.

12. TAXES

(a) In that the County is a governmental agency exempt from sales and use taxes, the County shall pay no such taxes, any other provisions of this Agreement to the contrary notwithstanding. The County shall provide proof of its exempt status upon reasonable request.

13. APPROPRIATED FUNDS

(a) The Contractor acknowledges that in the budget for each fiscal year of the County during which the term of the Agreement is in effect a limited amount of funds are appropriated which are available to make payments arising under the Agreement. Any other provisions of the Agreement to the contrary notwithstanding, and pursuant to the provisions of Section 129.07,

Florida Statutes, the maximum payment that the County is obligated to make under the Agreement from the budget of any fiscal year shall not exceed the appropriation for said fiscal year.

14. PUBLIC RECORDS

(a) The Contractor acknowledges the County's obligation under Art. 1, Section 24, Florida Constitution, and Chapter 119, Florida Statutes, as from time to time amended (together, the Public Records Laws), to release public records to members of the public upon request. The Contractor acknowledges that the County is required to comply with the Public Records Laws in the handling of the materials created under the Agreement and that the Public Records Laws control over any contrary terms in the Agreement. In accordance with the requirements of Section 119.0701, Florida Statutes, the Contractor covenants to comply with the Public Records Laws, and in particular to:

1. Keep and maintain public records required by the County to provide the Products and Services requested under the Agreement;
2. Upon request from the County's custodian of public records, provide the County 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;
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 Contractor does not transfer the records to the County; and
4. Upon completion of the Agreement, transfer, at no cost, to the County all public records in possession of the Contractor or keep and maintain public records required by the County to perform the Services. If the Contractor transfers all public records to the County upon completion of the Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the information technology systems of the County.

(b) The Contractor's failure to comply with the requirements of this paragraph shall be deemed a material breach of this Agreement, for which the County may terminate the Agreement immediately upon written notice to the Contractor.

(c) The Contractor acknowledges the provisions of Section 119.0701(3)(a), Florida Statutes, which, as applicable to the County and the Contractor, require as follows:

1. A request to inspect or copy public records relating to the Agreement must be made directly to the County. If the County does not possess the requested records, the County shall immediately notify the Contractor of the request, and the

Contractor must provide the records to the County or allow the records to be inspected or copied within a reasonable time.

2. If the Contractor does not comply with the County's request for records, the County shall enforce the Agreement provisions in accordance with the Agreement.
3. If the Contractor fails to provide the public records to the County within a reasonable time, the Contractor may be subject to penalties under Section 119.10, Florida Statutes.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (904) 529-3604, publicrecords@claycountygov.com, POST OFFICE BOX 1366, GREEN COVE SPRINGS, FLORIDA 32043.

15. AUDIT

(a) The Contractor shall retain all records relating to this Agreement for a period of at least five (5) years after the Agreement ends or terminates, whichever occurs first. All records shall be kept in such a way as will permit their inspection pursuant to Chapter 119, Florida Statutes. The County reserves the right to examine and/or audit such records. This provision shall survive the termination or expiration of this Agreement.

16. SCRUTINIZED COMPANIES CERTIFICATION

(a) In compliance with Section 287.135(5), Florida Statutes, the undersigned hereby certifies that the Contractor is not participating in a boycott of Israel as defined in Section 287.135(1), Florida Statutes; is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List as referred to in Section 287.135(2), Florida Statutes; and does not have business operations in Cuba or Syria as defined in Section 287.135(1), Florida Statutes. In accordance with Section 287.135(3), Florida Statutes, the County shall have the option of terminating this Agreement if the Contractor is found to have submitted a false certification as provided under Section 287.135(5), Florida Statutes, or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or been engaged in business operations in Cuba or Syria, or to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel as defined in Section 287.135(1), Florida Statutes.

17. E-VERIFY REQUIREMENT

(a) Pursuant to Section 448.095, Florida Statutes, the Contractor shall register with and utilize the U.S. Department of Homeland Security's E-Verify system to verify the work authorization status of all new employees hired by the Contractor during the term of the

Agreement, and shall expressly require any subcontractors performing work or providing services pursuant to the Agreement to likewise register with and utilize the U.S. Department of Homeland Security's E-Verify system to verify the work authorization status of all new employees hired by the subcontractor during the term of the subcontractor agreement. Subcontractors shall provide the Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, as set forth in Section 448.095(2)(b)1, Florida Statutes. Upon request, the Contractor must provide evidence of compliance with this provision. Failure to comply with this provision is a material breach of the Agreement, and the County shall have the option of terminating this Agreement at its discretion.

18. HUMAN TRAFFICKING ATTESTATION

(a) In compliance with Section 787.06 (13), Florida Statutes, the undersigned, on behalf of the Contractor, a nongovernmental entity, hereby attests under penalty of perjury as follows:

1. The Contractor does not use *coercion* for *labor* or *services*, as such italicized terms are defined in Section 787.06, Florida Statutes, as may be amended from time to time.
2. If, at any time in the future, the Contractor does use coercion for labor or services, the Contractor will immediately notify the County and no contracts may be executed, renewed, or extended between the parties.
3. By execution of this Agreement, the undersigned represents that undersigned has read the foregoing statements and confirms that the facts stated in it are true and are made for the benefit of, and reliance by the County.

19. PUBLIC ENTITIES CRIMES

(a) A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity, may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids, proposals, or replies on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 of the Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

(b) By signing this Agreement, the Contractor represents that the execution of this Agreement will not violate the Public Entity Crimes Act (Section 287.133, Florida Statutes). Violation of this Section shall result in termination of this Agreement and recovery of all monies paid hereto and may result in debarment from the County's competitive procurement activities.

(c) In addition to the foregoing, the Contractor further represents that there has been no determination, based on an audit, that it or any subcontractor has committed an act defined by Section 287.133, Florida Statutes, as a "public entity crime" and that it has not been formally charged with committing an act defined as a "public entity crime" regardless of the amount of money involved or whether the Contractor has been placed on the convicted vendor list.

(d) The Contractor will promptly notify the County if it or any subcontractor of the Contractor is formally charged with an act defined as a “public entity crime” or has been placed on the convicted vendor list.

20. SUSPENSION AND DEBARMENT

(a) By execution of this Agreement, the Contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any state or federal department or agency.

21. INDEPENDENT CONTRACTOR

(a) The parties to this Agreement are independent contractors. Neither party is an agent, representative, or partner of the other party. This Agreement shall not be interpreted or construed to create an association, agency, joint venture, or partnership between the parties or to impose any liability attributable to such a relationship upon either party.

22. NO ASSIGNMENT

(a) The Contractor shall not assign any of its rights or duties under this Agreement to any other party without the prior written consent of the County, which consent may be withheld by the County for any or no reason. Any such assignment attempted by the Contractor without such prior written consent shall be null and void. If the Contractor attempts to assign any such rights or duties without securing such prior written consent, this Agreement may be declared in default and terminated by the County.

23. SUBCONTRACTORS

(a) The Contractor shall provide the names of all subcontractors performing any work or services under this Agreement to the Project Manager. The County reserves the right to approve the utilization of any subcontractors in connection with this Agreement. Such written authorization may be obtained from the Project Manager on behalf of the County. The County further reserves the right to reject any quotation in response to a request for quotation if such quotation names a subcontractor who has, in the sole opinion of the County, previously failed in the proper performance of an award, failed to deliver on time contracts of a similar nature, or is not in a position to perform properly under this Agreement.

(b) Any subcontractor utilized by the Contractor shall be supervised and compensated by the Contractor.

(c) The Contractor shall be fully responsible to the County for the (i) acts and omissions (ii) satisfactory performance and (iii) timeliness of the Services of its subcontractors and of persons directly or indirectly employed by them.

(d) The Contractor shall cause appropriate provisions to be inserted in all subcontractor agreements relative to the Services giving the Contractor the same powers that the County may exercise over the Contractor under any provision of this Agreement.

(e) Nothing in the Agreement shall be construed as providing any subcontractor with any rights or remedies against the County or any of its employees, principals, officers, or agents for nonpayment or otherwise.

24. NO THIRD-PARTY BENEFICIARIES

(a) Any other provisions of this Agreement to the contrary notwithstanding, no third-party beneficiaries are intended or contemplated under this Agreement, and no third-party shall be deemed to have rights or remedies arising under this Agreement against either party to this Agreement.

25. CONFLICT OF INTEREST

(a) Throughout the term of this Agreement, the Contractor must not accept nor perform any other employment, assignments of contracts nor obligations that would conflict with the Contractor's duties and obligations provided under this Agreement.

26. AMENDMENT OR MODIFICATION OF AGREEMENT

(a) The Agreement may only be modified or amended upon mutual written agreement of the County and the Contractor. No oral agreements or representation shall be valid or binding upon either party. The Contractor may not unilaterally modify the terms of the Agreement by affixing additional terms to or by incorporating such terms onto the Contractor's documents forwarded by the Contractor to the County.

27. FURTHER ASSURANCES

(a) Each of the parties shall cooperate with one another, shall do and perform such actions and things, and shall execute and deliver such agreements, documents and instruments, as may be reasonable and necessary to effectuate the purposes and intents of this Agreement.

28. REMEDIES

(a) The parties will attempt to settle any dispute arising from this Agreement through negotiation and a spirit of mutual cooperation. The Contractor and the Project Manager will use reasonable efforts to arrange meetings as needed, at mutually convenient times and places, to address and work toward resolution of issues that arise in the performance of this Agreement. The dispute will be escalated to appropriate higher-level managers of the parties, if necessary. Each party shall have the right to seek the judicial enforcement and interpretation of this Agreement.

29. GOVERNING LAW AND VENUE

(a) This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Venue for any litigation, mediation, or other action proceeding between the parties arising out of this Agreement lies in Clay County, Florida.

30. ATTORNEYS' FEES

(a) In the event either party shall retain an attorney to litigate on its behalf against the other party regarding the enforcement or interpretation of this Agreement or regarding the rights, remedies, or obligations of the parties arising under this Agreement, the party prevailing on the majority of its claims, or which successfully defends against a majority of the other party's claims, shall be entitled to an award of reasonable attorney's fees, court costs, and any other expenses against the other party, including fees, court costs, and any other expenses incurred from the date of referral of the dispute to the prevailing party's attorney through the conclusion of litigation, or incurred in bankruptcy or on appeal. Nothing contained herein is intended to serve as a waiver of sovereign immunity and extend the County's liability beyond the limits established in Section 768.28, Florida Statutes.

31. WAIVER

(a) No waiver by either party of any term or condition of this Agreement will be deemed or construed as a waiver of any other term or condition, nor shall a waiver of any breach be deemed to constitute a waiver of any subsequent breach, whether of the same or of a different section, subsection, paragraph, subparagraph, clause, phrase, or other provision of this Agreement.

32. SEVERABILITY

(a) If any provision of this Agreement shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such provision shall not affect any of the remaining provisions of this Agreement, and this Agreement shall be enforced as if such invalid and unenforceable provision had not been contained herein.

33. HEADINGS

(a) The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of any or all of the provisions hereof.

34. ENTIRE AGREEMENT

(a) This Agreement represents the entire understanding between the parties regarding the subject matter herein and supersedes all previous agreements, whether oral or written.

35. COUNTERPARTS

(a) The Agreement may be executed in any number of counterparts and by the separate parties in separate counterparts, each of which shall be deemed to constitute an original and all of which shall be deemed to constitute the one and the same agreement.

36. ATTACHMENTS

(a) The Attachments listed below are incorporated herein by reference and made a part of this Agreement as if set out fully herein.

Attachment A: Bid Scope of Work

Attachment B: Proposal

37. AUTHORITY

(a) The parties agree to utilize electronic signatures and that the digital signatures of the parties set forth below are intended to authenticate this Agreement and have the same force and effect as manual written signatures. Each person signing on behalf of the parties represents and warrants that he/she has full authority to execute this Agreement on behalf of such party and that the Agreement will constitute a legal and binding obligation of such party.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date stated in the introductory paragraph.

CONTRACTOR

By: 
By: [Bill Geary \(Sep 17, 2024 08:30 EDT\)](#)

Print Name: Bill Geary

Print Title: Vice President

CLAY COUNTY, a political subdivision of the State of Florida

By: 
By: [Howard Wanamaker \(Sep 16, 2024 10:22 EDT\)](#)
Howard Wanamaker
County Manager on behalf of the
Board of County Commissioners

ATTACHMENT A BID SCOPE OF WORK



INVITATION FOR BID

23/24-074

VARIOUS EQUIPMENT AND AMENITIES FOR PARKS AND RECREATION

Clay County
477 Houston Street
Green Cove Springs, FL 32043

RELEASE DATE: May 16, 2024

LAST DATE FOR INQUIRIES: May 31, 2024, 4:00 pm

BID DUE: June 13, 2024, 4:00 pm

RESPONSES MUST BE SUBMITTED ELECTRONICALLY TO:

<https://secure.procurenw.com/portal/claycounty>

1. Scope of Work

1.1. Purpose

The purpose of this bid is to establish a firm, fixed percentage discount off manufacturer's and/or supplier's current catalog/supply/product information price list for the purchase and installation of various equipment and amenities for parks and playgrounds. The bid is also a means for qualifying vendors and establishing pricing for ball park lighting services and court surfacing.

1.2. Scope

1. The bid will establish a firm, fixed percentage discount off manufacturer's and/or supplier's current catalog/supply/product information price list for the purchase of various equipment and amenities for parks and playgrounds as requested by Clay County Parks and Recreation. Additionally, this bid will also establish a firm, fixed percentage off manufacturer's and/or bidder's current catalog/supply/product information price list, after applying the above requested discount for purchase, for the installation of various equipment and amenities for parks and playgrounds as needed. The County reserves the right to award to multiple bidders.

2. It is understood that bidder's current catalog/supply/product information price list are subject to change; however, percent discount shall remain fixed. No extra charges or compensation will be allowed for installation above and beyond what has already been presented in the bid. If the bidder offers specialized catalogs, the catalogs must be submitted separately from any other catalog offered by the bidder throughout the duration of the contract.

3. This bid is also a means for qualifying bidders for ball park lighting services and court surfacing. Qualifying bidders will be requested to provide pricing on a project by project basis as defined in the method of ordering section of this bid. The qualified bidder(s) providing the lowest responsive quote based on contracted pricing will be awarded the project.

4. Freight must be pre-paid and added to the invoice and the quote. The County will pay actual freight charges.

5. Performance and payment bonds may be required for specific projects. This requirement is driven by the size and price of each particular job. Bidders will be required to meet this requirement before receiving a purchase order for the project.

6. The County reserves the right to purchase from other agreements when in the best interest of the County.

Responsibility:

Bidder shall be responsible for all labor, materials, equipment, supervision, off-loading, storage, and installation, of various equipment and amenities for parks and playground equipment or amenities ordered, unless otherwise specified by the County. The County may elect, in certain circumstances, to

purchase only materials and have those materials installed by others (e.g., volunteers. County staff). These items will be shipped to a designed location and off-loaded by the bidder or bidder's representative.

1.3. Method of Ordering

The County may generate a Request for Quotation, on an "as needed" basis, for park and playground equipment and/or ball field lighting, lighting installation, and court surfacing together with a request for additional services required to complete that project (see attached Quote sample sheet). The County reserves the right to send such Request for Quotation to any or all awarded bidders. The Request for Quotation can define the project exactly or the Request for Quotation can describe a desired end result, allowing the bidder to design the park or playground site.

After generating a Request for Quotation for a project, and before bidder's submission of its quotation in response to the Request for Quotation, the County may require requested bidder (s) to attend a site visit with County personnel to familiarize the bidder(s) with the site and determine additional services that may be required to complete the project. Bidders will be responsible for the accuracy of all fixed measurements.

The bidder's quotation in response to the Request for Quotation must contain each of the following:

- A detailed breakdown of the cost for the entire project. Descriptions of additional services related to the project, together with their price, shall also be listed.
- Include Catalog Name, Number and associated discount. When quoting projects where freight would be charged, those costs must be included in quote so freight charges can appear on the purchase order. Freight charges for equipment must be pre-paid and added to the invoice.
- Names of any and all subcontractors on the project. It is understood the bidder remains responsible for project completion and acceptance by the County. The County reserves the right to reject any quotation in response to a Request for Quotation if said quotation names a subcontractor who has, in the sole opinion of the County, previously failed in the proper performance of an award or failed to deliver on time contracts of a similar nature, or who is not in a position to perform properly under this award.
- Project Completion Date.
- Include an updated catalog, if needed and updated MSRP lists for the park and play equipment specifically quoted.

The County will generate purchase orders as a result of approved "Request for Quotations" submitted, at the sole discretion of the County. The County reserves the right to not award to any, or to use other available bids or contracts when in the best interest of the County.

1.4. [Administrative Fee \(Piggybacking\)](#)

Cooperative Contract: The Bidder agrees to extend provisions and pricing of this contract to any Municipal, County, Public Utility, Educational Institution, Hospital, or any other non-profit or governmental organization. Governmental entities wishing to use this contract will be responsible for issuing their own purchase documents / price agreements, providing for their own acceptance, and making any subsequent payments. The cooperative entities are responsible for obtaining all certificates of insurance and bonds required. Clay County makes no guarantee of usage by other users of this contract.

A 1.5 percent administrative fee on Eligible Revenues will be paid to the County for any contracts/purchase orders the Bidder receives or agrees to enter into with other entities under the provisions and pricing of the County's contract. The Bidder shall provide quarterly Volume Sales Reports to the County about additional sales to other entities under the provisions and pricing of the Contract. The Reports shall include the ordering agency, detail of items sold including description, quantity, and price; and shall include all transactions pertaining to sales under the contract provisions and pricing for that Reporting Period. Bidder shall provide the Volume Sales Reports regardless of whether or not any sales have been conducted. Failure of the Bidder to provide quarterly reports as required, may be deemed breach of the contract. All payments of administrative fees are due 30 calendar days after the closing of each quarter. A late penalty of 15 percent on the value of the Administrative Fee may be assessed to the Bidder for each month the payments are not received. All sales shall include the 1.5 percent administrative fee.

Volume Sales Reports and Administrative fees will be mailed to the Clay County Board of Commissioners, Attn: Purchasing Department, PO Box 1366, Green Cove Springs, Florida 32043.

1.5. [Qualification of Installers](#)

If a bidder utilizes a sub-contracted installer for any park or playground equipment, lighting, or court surfacing a list of sub-contracted installers must be included with this bid. Additionally, upon request the bidder must supply WRITTEN FACTORY/MANUFACTURER CERTIFICATION that its installer, or its sub-contracted installer, is an authorized installer, certified to install various equipment and amenities for parks and playground equipment as required by each manufacturer.

1.6. [Catalogs and Manufacturer Suggested Retail Price \(MSRP\) Lists](#)

Each bidder shall submit with this bid, a website link of each catalog and current catalog/supply/product price list for each catalog submitted. All catalogs and price lists shall clearly identify the bidder's name, address and telephone number. If digital catalogs are not available on website, catalogs must be mailed or delivered to the Clay County Purchasing Department, Fourth Floor, 477 Houston Street, Green Cove Springs, FL 32043 prior to bid opening. Annually Bidder may request that new manufacturers be added. The County reserves the right to approve or deny this request.

SALES PROMOTION/PRICE REDUCTION: It is understood that sales promotions occur during the course of the contract that will lower prices of products for the period of the sales promotion. The County shall receive the full benefit of such reductions if lower than the discount established by this bid. The County

must be notified of these promotions in writing, specifying the beginning and ending dates of the sales promotions.

1.7. Compliance With Laws and Codes

Bidders must strictly comply with Federal, State and local building and safety codes. Equipment must meet all State and Federal safety regulations. The following publications (issue in effect on date of invitation to bid) shall form a part of this specification:

A. American Society for Testing and Materials (ASTM)

ASTM-F1487 Standards – Methods of testing Playground Equipment for Public Use

ASTM-F1292 Standards - Method for testing various surfacing materials to determine their “critical height” (the fall height below which a life-threatening head injury would not be expected to occur)

Copies may be obtained from the:

American Society for Testing and Materials
100 Barr Harbor Drive
West Conshohocken, PA 19428

B. Consumer Product Safety Commission (CPSC) – printed Handbook for Public Playground Safety.

Copies may be obtained from the:

US Consumer Product Safety Commission
4330 East West Highway
Bethesda, MD 20814
(301) 504-7923

C. National Playground Safety Institute (NPSI) – identification of 12 leading causes of injuries on playgrounds.

Copies may be obtained from the:

National Recreation and Park Association
22377 Belmont Ridge Road
Ashburn, VA 20148-4150
(703) 858-0784

D. Americans with Disabilities Act (ADA) Regulations for Title III, Appendix A, Standards for Accessible Design, issued by the Department of Justice.

Copies may be obtained by calling:

(800) 514-0301

Bidders certify that all products (materials, equipment, processes, age appropriate signage, or other items supplied in response to this bid) contained in its bid meet all Federal and State requirements, Upon completion of installation of play equipment and/or playground surfacing, bidder shall furnish to the County a certificate so stating the equipment /surfacing and its installation meet all Federal and State requirements as outlined in the above publications.

Bidders further certify that if the product(s) delivered and/or installed are subsequently found to be deficient in any if the aforementioned requirements in effect on date of delivery, all costs necessary to bring the product(s) and installation into compliance shall be borne by the bidder.

1.8. Award

The County reserves the right to award to multiple bidders. There is no guarantee any purchase order will be issued after award. Purchase orders will be issued subject to availability of funds.

1.9. Site Inspections

It is incumbent upon all bidders to examine the site and insure that they are aware of all conditions that may affect the contract work. The County will not be responsible for conclusions made by the Bidder. No claims for additional compensation will be considered on behalf of any Contractor, Sub-Contractor, materials suppliers or others on account of that person's failure to be fully informed of all requirements of all parts of this bid.

1.10. Work Hours

Workdays and hours – Normal work hours of Monday through Friday, 7:30 a.m. to 5:00 p.m. unless approved by the County Project Manager or designee.

Any work performed outside of the normal County business hours will require prior County approval and payment to the County for all expenses incurred by the County may be required.

1.11. Permit & Fees

The Bidder shall comply with all applicable State and local laws, ordinances, codes, and regulations. The Bidder is required to familiarize themselves with all permits required for each individual project. If a County permit is required, this project is not exempt from permit fees and permit fees must be paid to the County Building Department by the Contractor.

For questions about permitting please contact:

Clay County Building Department

Phone: (904) 269-6307

Email: permits@claycountygov.com

Website: <https://www.claycountygov.com/government/building>

All other permits, assessments, fees, bonds, and other charges as necessary to perform and complete the work of the individual project is the responsibility of and will be paid for by the Contractor, including any related inspection fees.

1.12. Clean up & Restoration of Site

The Bidder is responsible for anything damaged due to the direct result of installation or construction. Remove all debris from site and dispose of appropriately at Contractor expense.

Bidder shall maintain work site in a safe manner, and daily clear construction debris.

1.13. Bidder and Subcontractor Requirements

1. The Bidder shall be licensed to perform all work listed in the Scope of Work provided.
2. The Bidder shall own or have full access to the appropriate personnel and equipment to complete the project requested.

1.14. Subcontractors and Major Material Suppliers

Contractor shall submit names of subcontractors and major material suppliers that they anticipate utilizing for any portion of the Work required within this RFB.

The County reserves the right to approve all Sub-Contractors. If Sub-Contractors are to be utilized, their names must be included within this Bid. The County may request references of the Sub-Contractors prior to approval. Responsibility for the performance of the Contract remains with the main Contractor exclusively. After the commencement of the project, Sub-Contractors may be added or modified during the Contract period only with prior written permission from the County, and only for reasonable cause, as judged by the County. If any Subcontractor or Major Material Supplier is found to be incompetent, careless, or neglectful, or unduly delays progress of work, they shall be dismissed. Another shall then be employed in its place, as approved the County.

1.15. Damage to Public or Private Property

If property (public or private) is damaged while Contractor is performing work specified or is removed for the convenience of the work, it shall be repaired or replaced at the expense of the Contractor in a manner acceptable to the County prior to the final acceptance of the work. Contractor will be responsible for applying and securing any permits that may be required to complete such repairs.

Contractor must provide protection necessary to prevent damage to property being repaired or replaced.

If the work site has any pre-existing damage, the Contractor shall notify the County Project Manager in writing. Failure to do so shall obligate the Contractor to make repairs per the above section. Any damage to property (public or private) caused by the action of the Contractor shall be repaired or replaced at the expense of the Contractor to the satisfaction of the County. Failure to restore said property within five (5) working days following notification will result in a deduction from the final payment invoice. All damage which occurs as a result of the Contractor's application of materials shall be remedied by the Contractor at no additional cost to the County. Repairs made as a result of damage must be guaranteed for a period of thirty (30) days. Should the replacement be damaged within the 30-day period the Contractor shall replace the materials continually until the area is re-established.

Should the County have any expenses incurred due to the Contractor not restoring the property/damage within said time, any appropriate labor, material, and/or equipment use or rental to restore damaged property to its original condition will be deducted from the final Invoice prior to a payment being made.

1.16. Compliance with Occupation Safety and Health Act

The Bidder warrants that the product(s) and/or service(s) supplied to Clay County shall conform in all respects to the standards set forth in the Occupational Safety and Health Act (OSHA) of 1970 as amended and the failure to comply will be considered a breach of contract. Clay County shall be held harmless against any unsafe conditions and contractor employee incidents.

Bidder certifies that all material, equipment, services, etc., furnished in this bid meets all OSHA requirements for the applicable Sectors. Bidder further certifies that, if the successful bidder, and the material, equipment, service, etc., delivered or provided is subsequently found to be deficient in any OSHA requirement in effect on date of delivery or service fulfillment date, all costs necessary to bring the material, equipment, service, etc., into compliance with the aforementioned requirements shall be borne by the bidder. All Personal Protective Equipment used by the Contractor and their employees shall be ANSI certified and meet OSHA standards.

1.17. Unsatisfactory Equipment and/or Services

The County will discuss all instances of unacceptable equipment and/or services with the awarded Bidder. This shall be immediately rectified by the Bidder at no charge to the County, to include any labor and materials as it may apply.

During this time, the County may suspend service with the Bidder until the problem(s) are corrected or may elect to use another company on an emergency basis. A record of failure to perform or of an unsatisfactory performance may result in supplier debarment.

1.18. Payment

The Contractor may request payment no more than once monthly, based on the amount of work completed. All partial estimates and payments found to be in error shall be subject to correction in the estimates and payments subsequent thereto, and in the final estimate and payment. Payments will be made in accordance with the Florida Local Government Prompt Payment Act.

The amount of such payments shall be the total value of the project work completed to the date of the estimate, based on the quantities and the Contract unit and/or lump sum prices, less an amount retained and less payments previously made. The amount retained shall be determined in accordance with Section 255.078, Florida Statutes.

1.19. Warranty

The Contractor shall provide a warranty for equipment and parts. Warranty will begin from the date of final acceptance.

1.20. Term

The term of bid award for various equipment and amenities for parks and playgrounds will be three (3) years, with two (2) one (1) year renewal options. Discounts from this solicitation shall prevail for the full duration of the contract and including subsequent extensions. The County reserves the right to use other available bids or contracts when in the best interest of the County.

1.21. Performance Evaluation

A work performance evaluation will be conducted periodically to ensure compliance with the Contract.

1.22. Cancellation of Contract

If the awarded Bidder fails to maintain acceptable product quality or to perform adequately in accordance with the terms, conditions and specifications established in this Request for Bid, the County reserves the right to cancel the contract upon thirty (30) days written notice to the Contractor.

1.23. Additional Services

If the County and/or awarded Bidder identifies any additional services to be provided by Bidder that are not covered under the Agreement but are beneficial to the County, such additional services shall be mutually negotiated between the County and the Bidder.

Example Request for Quotation
Various Equipment and Amenities for Parks and Playgrounds

Description of Project: _____

Price Quotation:

Manufacturer	Item and Page Number	Quantity	MSRP Unit Price	Contract Discount	Extended Price

*When quoting projects where freight would be charged, include those costs so freight charges can appear on the purchase order. Freight charges for equipment must be pre-paid and added to the invoice.

Additional Services Required:

Description	Quantity	Unit Price	Extended Price

Total: \$ _____

List any Subcontractors:

1. Name _____
2. Address _____
3. Telephone Number _____
4. Contact Name _____
5. Designated Work _____
6. Subcontractor Cost _____

ATTACHMENT B PROPOSAL



Clay County
Purchasing / Administrative and Contractual Services
477 Houston Street, Green Cove Springs, FL 32043

RESPONSE DOCUMENT REPORT

RFB No. 23/24-074

Various Equipment and Amenities for Parks and Recreation

RESPONSE DEADLINE: June 13, 2024 at 4:00 pm

Rep Services, Inc. Response

CONTACT INFORMATION

Company:

Rep Services, Inc.

Email:

sales@repservices.com

Contact:

Nathan Almon

Address:

165 West Jessup Ave
Longwood, FL 32750-4146

Phone:

(407) 831-9658

Website:

<https://repservices.com/>

Submission Date:

Jun 11, 2024 2:33 PM

Distributor	Manufacturer	Equipment Description	% Discount Allowed from MSRP	% Installation Discount	Online Catalog Provided <i>Provide Link Below, if opting to bring catalog in, please enter "Physical Catalog"</i>	MSRP List <i>Provide Link Below, if opting to bring MSRP List in, please enter "Physical List"</i>
Rep Services, Inc.	Landscape Structures, Inc.	Playground Equipment	2%	NA	https://issuu.com/repser vices/docs/_2024_lsi_pl ay_catalog-with_imprint ?fr=xKAE9_zU1NQ	Physical List
Rep Services, Inc.	Skyways	Shade Structures	2%	NA	https://issuu.com/repse rvices/docs/2024_skyw ays_catalog-with_imprint?fr=xKAE9_zU1NQ	Physical List
Rep Services, Inc.	Poligon Shelters	Shelters, Pavilions, Shade Structures	2%	NA	https://issuu.com/repse rvices/docs/_poligoncatalog -2023?fr=xKAE9_zU1NQ	Priced Per Job
Rep Services, Inc.	Aquatix	Aquatic Spray Features and Mechancial Packages	2%	NA	https://issuu.com/repse rvices/docs/_2024-aquatixcatalog-with_imprint	Price Per Job
Rep Services, Inc.	DuMor	Site Furnishings	2%	NA	https://issuu.com/repse rvices/docs/_2024_dumor_ catalog?fr=xKAE9_zU1NQ	Physical List

Distributor	Manufacturer	Equipment Description	% Discount Allowed from MSRP	% Installation Discount	Online Catalog Provided <i>Provide Link Below, if opting to bring catalog in, please enter "Physical Catalog"</i>	MSRP List <i>Provide Link Below, if opting to bring MSRP List in, please enter "Physical List"</i>
Rep Services, Inc.	Anova	Site Furnishings	2%	NA	https://issuu.com/repser vices/docs/_2020_anova _catalog?fr=sYzhjNjQ1MTc3MQ	Physical List
Rep Services, Inc.	2by2 Industries, LLC	Playground Timbers, Ramps, Stakes	2%	NA	https://issuu.com/repser vices/docs/_2024_product _catalog?fr=xKAE9_zU1NQ	Physical List
Rep Services, Inc.	iMulch, Inc	Engineered Wood Fiber	2%	NA	NA	Physical List
Rep Services, Inc.	No Fault Safety Surfacing	Poured in Place Rubber Surfacing Products	2%	NA	https://issuu.com/repser vices/docs/_nfs_catalog-2022	Physical List
Rep Services, Inc.	Tot Turf Safety Surfacing	Poured in Place Rubber Surfacing Products	2%	NA	https://issuu.com/repser vices/docs/_robertsonrecr eationalsurfaces_catalog	Physical List

Distributor	Manufacturer	Equipment Description	% Discount Allowed from MSRP	% Installation Discount	Online Catalog Provided <i>Provide Link Below, if opting to bring catalog in, please enter "Physical Catalog"</i>	MSRP List <i>Provide Link Below, if opting to bring MSRP List in, please enter "Physical List"</i>
Rep Services, Inc.	ForeverLawn	Snythetic Turf Surfacing Products	2%	NA	https://issuu.com/repser vices/docs/foreverlawn? e=1884579/4320678	Physical List
Rep Services, Inc.	Safe4Play	Snythetic Turf Surfacing Products	2%	NA	NA	Physical List

SUB-CONTRACTOR EQUIPMENT INSTALLERS:

Business Name: Johnny Pitts Construction, Inc.
Address: 4124 Pace Ln, Milton, FL 32571
Phone Number: 850-232-1615
Contact Name: Johnny Pitts

Business Name: D.W. Recreation Services, Inc.
Address: 9951 Equus Circle, Boyton Beach, FL 33472
Phone Number: 561-289-7658
Contact Name: Donald West

Business Name: Al Bosgraaf & Sons, Inc.
Address: 240 Rebel Run, Osteen, fL 32764
Phone Number: 407-402-8497
Contact Name: Gerald Bosgraaf

Note: Upon request bidders must supply WRITTEN CERTIFICATION (s) naming bidder, and/or each of its sub-contractor installer(s), as an authorized installer certified to install park and playground equipment as required by each manufacturer. Installers shall have a Certified National Playground Safety Inspector (NPSI) present during installations and repairs.

(MULTIPLE SHEETS CAN BE USED)

January 27, 2025

Subject: *Piggyback Contract Scope of Work*

1. This piggyback contract will establish a firm, fixed percentage discount off manufacturer's and/or supplier's current catalog/supply/product information price list for the purchase of various equipment and amenities for parks and playgrounds as requested by the contract originator. Additionally, this contract will also establish a firm, fixed percentage off manufacturer's and/or bidder's current catalog/supply/product information price list, after applying the above requested discount for purchase, for the installation of various equipment and amenities for parks and playgrounds as needed.
2. It is understood that the current catalog/supply/product information price list are subject to change; however, percent discount shall remain fixed. No extra charges or compensation will be allowed for installation above and beyond what has already been presented in the contract. If the contractor offers specialized catalogs, the catalogs must be submitted separately from any other catalog offered by the contractor throughout the duration of the contract.
3. This contract is also a means for ballpark lighting services and court surfacing. Contract will provide pricing on a project-by-project basis as defined in the method of ordering section of the contract.
4. Freight will be pre-paid and added to the invoice and the quote. The Town will pay actual freight charges.
5. Performance and payment bonds may be required for specific projects. This requirement is driven by the size and price of each job. Contractor will be required to meet this requirement before receiving a purchase order for the project.
6. The Town reserves the right to purchase from other agreements when in the best interest of the Town.

Responsibility:

Contractor shall be responsible for all labor, materials, equipment, supervision, off-loading, storage, and installation, of various equipment and amenities for parks and playground equipment or amenities ordered, unless otherwise specified by the Town. The Town may elect, in certain circumstances, to purchase only materials and have those materials installed by others (e.g., volunteers. Town staff). These items will be shipped to a designated location and off-loaded by the Contractor or Contractor's representative.

 REP SERVICES, INC. <i>Experts at Play & Outdoor Spaces</i> Site Amenities ■ Playground Equipment ■ Safety Surfacing ■ Shade Phone: 407.831.9658 Fax: 866.232.8532 E-mail: sales@repervices.com			E-mail POs and contracts to: contracts@repervices.com			CGC1508223 FEIN 59-2978507 Page 1 of 4 Please mail checks to: Rep Services, Inc. 165 W. Jessup Ave. Longwood, FL 32750-4146		
Proposed To: Town of Jupiter 210 Military Trail Jupiter, FL 33458 Attn: Mike Hoffmann			Ship To: TBD at a later date Attn:			Bill To: Town of Jupiter 210 Military Trail Jupiter, FL 33458 Attn: Mike Hoffmann		
Project No: 21214 Proposal No: 21214.03 Proposal Date: 1/27/2025			Project Name: Town of Jupiter- Indian Creek Park Proposal Name: Indian Creek Park Proposal Expires: 2/23/2025			Project Contact: Mike Hoffmann Project Location: 1795 Indian Creek Pkwy Jupiter, FL 33458 Project County: Palm Beach		
For Questions Contact: Val Vergara Consultant: Paul Bravo			☎ 407-853-3571 ☎ 561-448-0369 ✉ val@repervices.com ✉ paul@repervices.com			Opt/Rev: A/2 1/27/25 - VV		
Vendor: Landscape Structures			Proj Drawings: 1191055-04-02			600946		
Class	Part No	Qty	Description	Unit Price	Ext Price			
Fish Climber								
Climbers	IP120710A-001	2 EA	Pod Climber 8" DB	370.00	740.00			
Custom	CP035325	1 EA	Red Fish Climber For 2-5 Custom - Includes Cozy Coaster, Fish Tail Grip Pods, Swiggly Stix, Belt Hangout, Grip Balance Climber, Mirror, Marbles, And Ring-a-bells, Mobius Grips On Climbing Wall, And Permalene Table "fin"	71,726.00	71,726.00			
Signs	IP182503A-001	1 EA	Welcome Sign (Isi Provided) - Ages 2-5 Years Direct Bury	0.00	0.00			
Parts 5-12								
Custom	CP001343	1 EA	Friendship Swing W/proguardchains & Clamps - To Attach To 140" Beam From Skyways - Provided By Texas	4,675.00	4,675.00			
	CP021047A-001	1 EA	Dtr Ind Crab Trap W/slidewinder2 And Transfer	98,730.00	98,730.00			
Kids In Motion	IP125059B-001	1 EA	Spring Platform DB	3,040.00	3,040.00			
	IP205800A-001	1 EA	Topsyturvy Spinner - 42"bury DB Only	6,605.00	6,605.00			
	IP251036B-001	1 EA	We-go-round Hdg W/perf Panels - 3 Seats DB Only	45,470.00	45,470.00			
Parts	111418	12 EA	Swing Hgr Asy/clevis	125.00	1,500.00			
Signs	IP182503C-001	1 EA	Welcome Sign (Isi Provided) - Ages 5-12 Years Direct Bury	0.00	0.00			
	IP355992A-001	1 EA	Symbol Communication Sign English-english W/2 Post DB	2,190.00	2,190.00			
Structures	IP254629A-001	1 EA	Super Netplex 12' & 12' Towers	202,885.00	202,885.00			
Swings	IP174018A-001	4 EA	Belt Seat - Proguard Chains For 8' Beam Height	165.00	660.00			
	IP176038A-001	2 EA	Full Bucket Seat - Proguard Chains For 8' Beam Height	465.00	930.00			
Product Subtotal:				\$439,151.00				
Discount per the Clay County Contract #2023/2024-284				2%	(\$8,783.02)			
Discounted Product Total:				\$430,367.98				
Electronic of Signed & Sealed Engineering:				\$8,100.00				
Freight: Prepaid Ship Method: Best Way FOB: Destination Weight: 19,519 lbs Freight Charge				\$40,000.00				
Landscape Structures Total:				\$478,467.98				
Vendor: LSI SkyWays			Proj Drawings: 1191055-04-02			600948		
Class	Part No	Qty	Description	Unit Price	Ext Price			
Fish Climber								
Custom	CP042718	1 EA	Skyways Hypar Sail - 4 Columns + 1 Hdpe Top / Approx. 787 Sq. Ft. / Rapid Release Included	27,455.00	27,455.00			
Parts 5-12								
Custom	CP026801	1 EA	Skyways 4-bay Swing W/ Integrated Single Panel Shade / Rr DB - 8' Swing Beam, Hip Style / 5 Columns + 1 Hdpe Top / Add 111418 S	40,860.00	40,860.00			
Product Subtotal:				\$68,315.00				
Discount per the Clay County Contract #2023/2024-284				2%	(\$1,366.30)			
Discounted Product Total:				\$66,948.70				
Electronic of Signed & Sealed Engineering:				\$3,800.00				
Freight: Prepaid Ship Method: Best Way FOB: Destination Freight Charge				\$6,804.00				
LSI SkyWays Total:				\$77,552.70				

Vendor: RSI Surfacing Vendor		Proj Drawings: 1191055-04-02			600924
Class	Part No	Qty	Description	Unit Price	Ext Price
Surfacing	SYNTHETIC TURF	8,630 EA	Synthetic Turf; Includes delivery, installation of sub-base, padding, turf and supplies. • 3,830 SF Green • 4,635 SF Blue • 134 SF Gray • 31 SF Red • 8 Inlays: (3) Star Fish, (2) Manta Ray, (2) Sharks, (1) Crab	27.33	235,857.90
	SYNTHETIC TURF	1 EA	Hopscotch Insert	11,732.89	11,732.89
Product Subtotal:					\$247,590.79
Discount per the Clay County Contract #2023/2024-284				2%	(\$4,981.16)
Discounted Product Total:					\$242,609.63
Freight: Prepaid Ship Method: Best Way FOB: Destination Freight Charge:					Included
RSI Surfacing Vendor Total:					\$242,609.63

Installation By RSI Installer: The scope includes the following, as required:

601035

Item	Qty	Description
OTHER	1 EA	Tree protection
DEMO	1 LT	Demolition of existing play equipment and fence
DEMO	10,935 SF	Demolition of existing EWF
SITE WORK	10,935 SF	Site preparation
OFFLOADING	1 LT	Offloading Equipment & Mobilization
INS-LSI	1 LT	Equipment Installation - Landscape Structures 1191055-04-02
INS-SKY	1 LT	Equipment Installation - LSI SkyWays Integrated Shade and Single Post Pyramid
INS-SKY	1 LT	Equipment Installation - LSI SkyWays Hypar Sail
INS-CON FT	5 EA	Install concrete footings for swings with integrated shade
INS-CON FT	4 EA	Install concrete footings for hypar sail
INS-CON SLAB	1 LT	Install concrete slab:15'x31'x8" for Fish Climber
INS-SURFACING SUBBASE	3,000 SF	Install subbase for surfacing in swing area and under curbs
INS-CON CURB	540 LF	Installation of header and flared concrete curbing
OTHER	1 LT	Provide and install 120 CY of engineered wood fiber
OTHER	1 LT	Provide and install filter fabric
TRASH REMOVAL	1 LT	Trash removal from jobsite
OTHER	1 LT	Supply and installation of 422 LF of fencing with (1) single and (1) double gate
OTHER	1 EA	Landscape restoration
PERMIT FILING	1 EA	Charge for document preparation for building permit.
PERMIT FEE	1 EA	Permit Fees charged by Building Department for the building permit and by the Clerk of Circuit Court for the Notice of Commencement.
RSI Installer Total:		\$407,212.77

Vendor: Survey & Site Plan

Proj Drawings:

600907

Class	Part No	Qty	Description	Unit Price	Ext Price
Miscellaneous	SURVEY	1 EA	Signed and Sealed Boundary Survey	4,000.00	4,000.00
Survey & Site Plan Total:					\$4,000.00

Vendor: Surety

Proj Drawings: Forms

601039

Class	Part No	Qty	Description	Unit Price	Ext Price
Miscellaneous	BOND	1 EA	Payment and Performance Bonds	37,098.00	37,098.00
Surety Total:					\$37,098.00

Vendor: Rep Services Equip

Proj Drawings:

601053

Class	Part No	Qty	Description	Unit Price	Ext Price
Custom	CONTINGENCY	1 EA	Rep Services Contingency Fee	138,549.02	138,549.02
Rep Services Equip Total:					\$138,549.02

General Terms of Sale and Proposal Summary

50% Deposit on product, Net 30	Product:	\$931,473.33
	Installation:	\$407,212.77
	Freight:	\$46,804.00
	Proposal Total:	\$1,385,490.10

Notes

The Clay County Contract #2023/2024-284 provides a 2% discount on LSI product. The maximum price for installation is 75% of the product price. (Installation does not include site prep, slabs, footings or engineering).

The Clay County Contract #2023/2024-284 provides a 2% discount on LSI SkyWays product. The maximum price for installation is 75% of the product price. (Installation does not include site prep, slabs, footings or engineering).

The Clay County Contract #2023/2024-284 provides a 2% discount on Safe4Play surfacing product. Installation is included in the price of the product. (Installation does not include site prep, slabs, footings or engineering).

Basis of Proposal:
Our offer is based on Rep Services, Inc. Design 1191055-04-02.

RSI to stage equipment in parking lot. A 12-15 foot access area will be required for crew movement and high-reach lift operations. This proposal excludes PIP mat(s) under swings. Tree and root ball shown on sheet 13 of proposal to be removed by others before installation of playground. Tree and roots are conflicting with shade. If sod restoration is required, owner is responsible for watering new sod.

If a owner controlled insurance program (OCIP) is required, add 2% to the proposal total.

Also, please be aware that we generate separate invoices for product at the time of delivery, then we invoice for installation upon completion. This is the customary approach in construction and eliminates sales tax on installation services. If your project should include products from multiple manufacturers, be advised that the products will be invoiced separately.

Estimated project completion schedule
(This schedule starts when all needed information to direct engineering has been gathered.)
8 Weeks: Engineering, playground with shade
4 Weeks: Permitting/Submittal Approval
24 Weeks Longest manufacturing lead time. (Typical for scheduling.)
1 Week Shipping
13 Weeks Installation
50 Weeks TOTAL
Note that RSI is committed to do all it can to meet the needs of your project.

Landscape Structures:
Color selection to be made at time of color submittal approval

SkyWays Shade by LSI:
SkyWays units are designed to meet 2023 Florida Building Code 8th Edition and ASCE 7-22.

Note that the fabric is to be removed by the owner should winds exceed 75MPH. Fabric should be removed in the event of a hurricane.

The high-density polyethylene fabric is flame retardant conforming to NFPA 701 and ASTM E84 per FBC 3105.3.1. Color selection to be made at time of color submittal approval.

Safe4Play Shaw Play 50 Synthetic Turf:
· Rough grade to be established by others.
· Product –Play 50 Grass and all associated and required items (such as seaming tape, glue, etc).
· Installation – 100% plastic EPS nailer board perimeter, 4 inch compacted stone base, Brock Play Pad, and silica infill achieving a 10' CFH for 2,550 SF, 12' CFH for 3,625 SF, and a 5' CFH for 2,445 SF
Our scope does not include:

- Davis Bacon Wage Rates
- Certified Payroll
- Enrollment of Owner Controlled Insurance Plan
- Sod & Landscape Restoration
- Dumpster at the site for trash and waste material
- Soils testing
- Site security
- Water

NOTE: Installation scopes do not include fall height testing.

Installation:
Unless otherwise noted, the following items are to be *PROVIDED BY CUSTOMER* prior to installation:

- Signed & sealed site plan or survey
- Access for machines and labor crew to equipment installation location
- Staging area
- Geotechnical Report
- Tree survey and barriers

- Private underground utilities located and marked
- Removal of tree and root ball as shown on page 13 of proposal

Our scope does not include:

- Davis Bacon Wage Rates
- Certified Payroll Rates
- Enrollment of Owner Controlled Insurance Plan
- Sod & Landscape Restoration
- Dumpster at the site for trash and waste material
- Soils testing
- Site security
- Water
- Dewatering and drainage considerations
- Concrete testing
- PIP mats in swing area

Installation Charges on this proposal are based on NO UNFORESEEN conditions in the area, above or below the surface. If unforeseen conditions arise, the installation charges will change to reflect additional costs associated with dealing with those circumstances. Examples of this include but are not limited to: site not ready upon installer's arrival, underground utilities, or difficulties with footers due to coral rock or ground water in the holes.

Time Limitations Holding Prices Firm:

Orders are shipped within our manufacturer's standard lead times. Requests for delayed shipping may result in additional costs due to increases in freight, material costs or other factors. To secure the prices on this proposal, the offer must be accepted prior to the expiration date noted.

If, during the performance of this contract, the price of a product increases 3% or more as documented by factory quotes, invoices or receipts to contractor (Rep Services, Inc.) from the date of the contract signing the price of shall be equitably adjusted by an amount reasonably necessary to cover such price increases. Where the delivery of a product is delayed, through no fault of contractor (RSI) as a result of the shortage or unavailability of a product, contractor (RSI) shall not be liable for any additional costs or damages associated with such delay(s).

The undersigned warrants that he/she is an authorized representative of Town of Jupiter noted and has the requisite authority to bind Town of Jupiter and/or principal.

Accepted By:

Town of Jupiter

Company Name	Authorized By	Printed Name	Date
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As Its: (Title)



Indian Creek Park

1191055-04-02-01 • 01.21.2025



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landscape
structures

Indian Creek Park

1191055-04-02-02 • 01.21.2025

REP SERVICES, INC.
Experts at Play & Outdoor Spaces
165 W. Jessup Avenue, Longwood, FL 32750

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Indian Creek Park

1191055-04-02-03 • 01.21.2025



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1191055-04-02-07 • 01.21.2025

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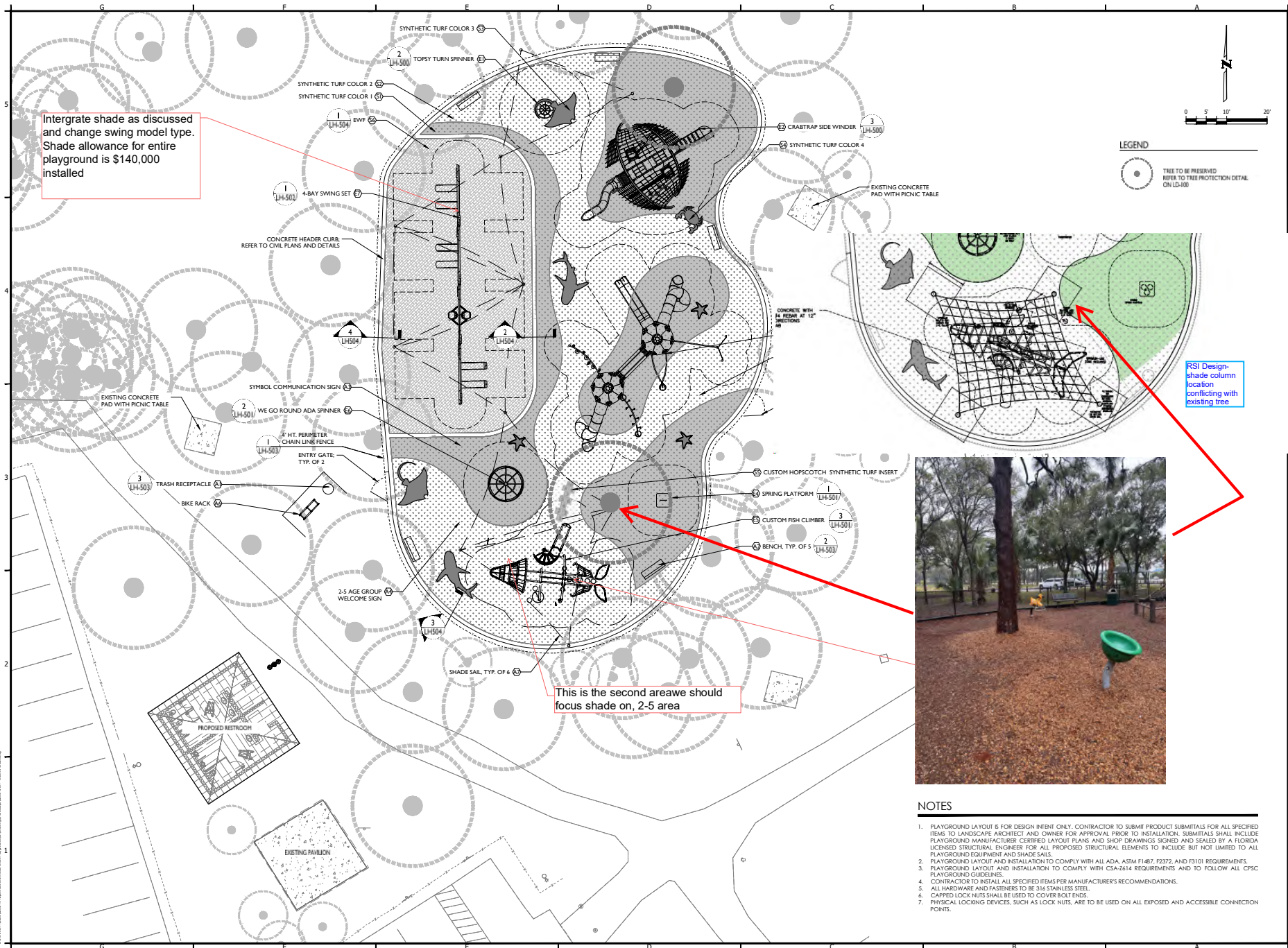
Indian Creek Park

1191055-04-02-08 • 01.21.2025



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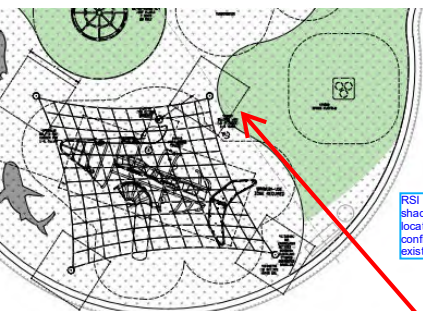
DATE: 11/15/2024
 DRAWN BY: J. HARRIS
 CHECKED BY: J. HARRIS
 PROJECT: INDIAN CREEK PARK PLAYGROUND IMPROVEMENTS
 SHEET: LH-100



Intergrate shade as discussed and change swing model type. Shade allowance for entire playground is \$140,000 installed

LEGEND

● TREE TO BE PRESERVED
 REFER TO TREE PROTECTION DETAIL ON LD-100



- NOTES**
1. PLAYGROUND LAYOUT IS FOR DESIGN INTENT ONLY. CONTRACTOR TO SUBMIT PRODUCT SUBMITTALS FOR ALL SPECIFIED ITEMS TO LANDSCAPE ARCHITECT AND OWNER FOR APPROVAL PRIOR TO INSTALLATION. SUBMITTALS SHALL INCLUDE PLAYGROUND MANUFACTURER, CERTIFIED LAYOUT PLANS AND SHOP DRAWINGS SIGNED AND SEALED BY A FLORIDA LICENSED STRUCTURAL ENGINEER FOR ALL PROPOSED STRUCTURAL ELEMENTS TO INCLUDE BUT NOT LIMITED TO ALL PLAYGROUND EQUIPMENT AND SHADE SAILS.
 2. PLAYGROUND LAYOUT AND INSTALLATION TO COMPLY WITH ALL ADA, ASTM F1487, F2372, AND F3101 REQUIREMENTS.
 3. PLAYGROUND LAYOUT AND INSTALLATION TO COMPLY WITH CSA-2614 REQUIREMENTS AND TO FOLLOW ALL CPSC PLAYGROUND GUIDELINES.
 4. CONTRACTOR TO INSTALL ALL SPECIFIED ITEMS PER MANUFACTURER'S RECOMMENDATIONS.
 5. ALL HARDWARE AND FASTENERS TO BE 316 STAINLESS STEEL.
 6. CAPPED LOCK NUTS SHALL BE USED TO COVER BOLT ENDS.
 7. PHYSICAL LOCKING DEVICES, SUCH AS LOCK NUTS, ARE TO BE USED ON ALL EXPOSED AND ACCESSIBLE CONNECTION POINTS.

NOT AUTHORIZED FOR
 CONSTRUCTION PRIOR TO
 FORMAL TOWN APPROVAL

WGL
 wglinc.com

INDIAN CREEK PARK PLAYGROUND IMPROVEMENTS
 1795 INDIAN CREEK PKWY, 33458
 JUPITER, FL

PLAYGROUND LAYOUT PLAN

SHEET
 LH-100

2200.41

DRAWN BY: DNW		PG-1			
PLAY EQUIPMENT PLAN					
TOTAL AREA: 10,940 SF					
FALL HEIGHT: 12'					
BORDER: 540 LF CURB					
USER CAPACITY: 70					
SURFACING: 8,630 SF PGG					
2,310 SF EWF					
SUBGRADE ELEV.: -12" BFF					
ADA SCHEDULE	TOTAL PLAY ACTIVITIES 2-5: 3				
	TOTAL PLAY ACTIVITIES 5-12: 21				
	ACCESSIBLE ELEVATED ACTIVITIES	ACCESSIBLE GROUND-LEVEL ACTIVITIES	ACCESSIBLE GROUND-LEVEL PLAY TYPES		
2-5	REQ	0	0	2	
	PROV	0	3	2	
5-12	REQ	3	2	8	
	PROV	5	15	8	

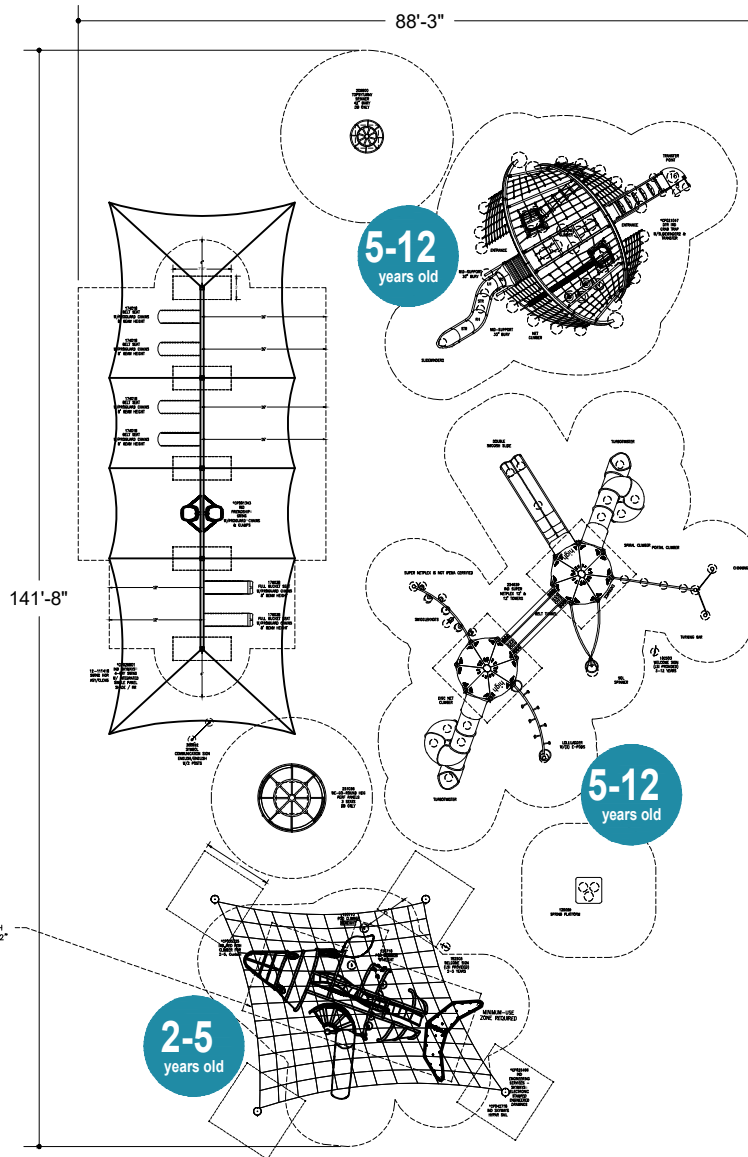
WELCOME SIGN
TO BE LOCATED IN CONSULTATION WITH OWNER

⚠ WARNING
INSTALLATION OVER A HARD SURFACE SUCH AS CONCRETE, ASPHALT, OR PACKED EARTH MAY RESULT IN SERIOUS INJURY OR DEATH FROM FALLS.

⚠ WARNING
SURFACING AND PLAYSURFACES MAY BECOME **HOT** AND CAUSE BURNS. CHECK FOR HOT SURFACES PRIOR TO PLAYING ON THE PLAYGROUND.

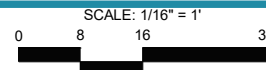
GENERAL NOTES:
1. EQUIPMENT LOCATION TO BE FIELD VERIFIED PRIOR TO CONSTRUCTION
2. ACCESSIBLE ROUTE OF TRAVEL TO THE PLAYGROUND TO BE PROVIDED BY OTHERS, UNLESS OTHERWISE NOTED
3. BASE MUST EXHIBIT POSITIVE DRAINAGE IN ALL AREAS

8" MIN. 3000PSI CONCRETE WITH ONE LAYER OF #4 REBAR AT 12" CENTERS BOTH DIRECTIONS CENTERED IN SLAB



Indian Creek Park

Jupiter, FL
PROJECT: 1191055-04-02 RSI
NOT FOR CONSTRUCTION

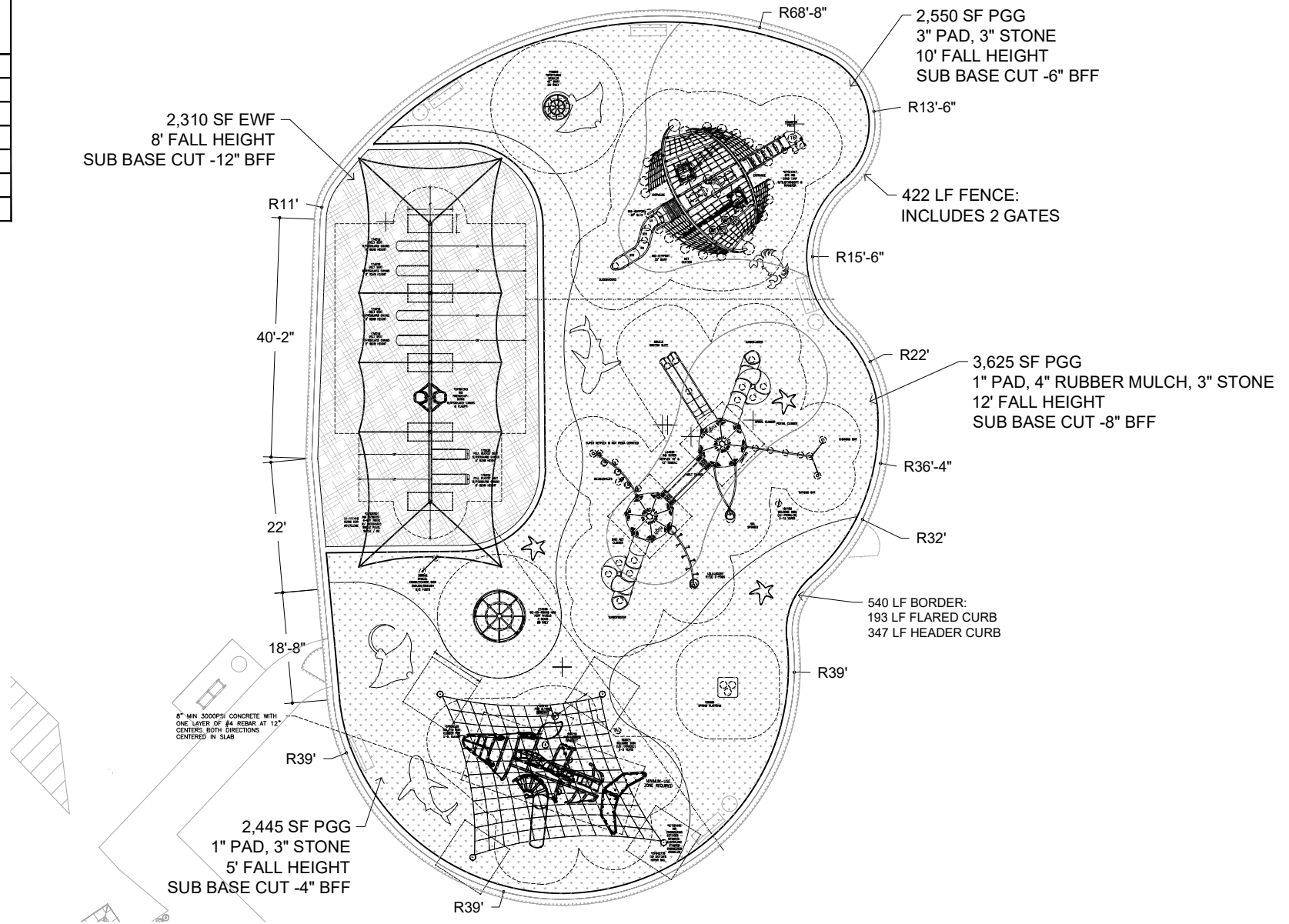


REP SERVICES, INC.
Experts at Play & Outdoor Spaces



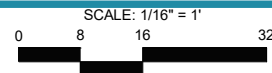
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DRAWN BY: DNW	PG-2 INSTALL PLAN
TOTAL AREA: 10,940 SF	
FALL HEIGHT: 12'	
BORDER: 540 LF CURB	
USER CAPACITY: 70	
SURFACING: 8,630 SF PGG	
2,310 SF EWF	
SUBGRADE ELEV.: -12" BFF	



Indian Creek Park

Jupiter, FL
PROJECT: 1191055-04-02 RSI
NOT FOR CONSTRUCTION



REP SERVICES, INC.
Experts at Play & Outdoor Spaces



10/10/2019 10:45:00 PM

DRAWN
BY: DNW

PG-3

SURFACING PLAN

TOTAL AREA: 10,940 SF

FALL HEIGHT: 12'

BORDER: 540 LF CURB

USER CAPACITY: 70

SURFACING: 8,630 SF PGG

2,310 SF EWF

SUBGRADE ELEV.: -12" BFF



Indian Creek Park

Jupiter, FL

PROJECT: 1191055-04-02 RSI
NOT FOR CONSTRUCTION



SCALE: 1/16" = 1'
0 8 16 32

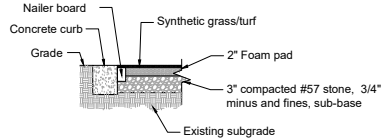


REP SERVICES, INC.
Experts at Play & Outdoor Spaces

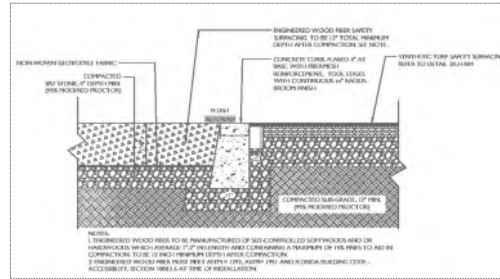


12/15/2018 10:48:00 PM

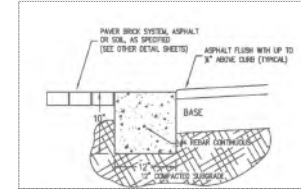
DRAWN BY: DNW	PG-4
DETAILS	
TOTAL AREA: 10,940 SF	
FALL HEIGHT: 12'	
BORDER: 540 LF CURB	
USER CAPACITY: 70	
SURFACING: 8,630 SF PGG	
2,310 SF EWF	
SUBGRADE ELEV.: -12" BFF	



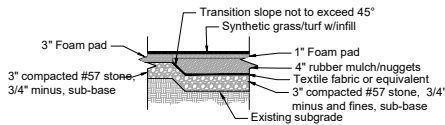
○ Synthetic grass/turf with Perimeter Concrete Curb, 6'-8' fall height



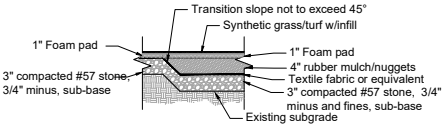
○ FLARED CURB DETAIL



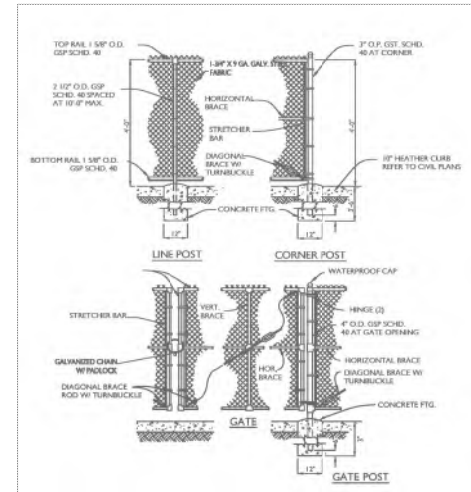
○ HEADER CURB DETAIL



○ Synthetic grass/turf transition 10' fall height to 12' fall height



○ Synthetic grass/turf transition 5' fall height to 12' fall height



○ Chain link fence

Indian Creek Park

Jupiter, FL
PROJECT: 1191055-04-02 RSI
NOT FOR CONSTRUCTION



REP SERVICES, INC.

Experts at Play & Outdoor Spaces

Site Amenities ■ Playground Equipment ■ Safety Surfacing ■ Shade
Phone: 407.831.9658 Fax: 866.232.8532 E-mail: sales@repsservices.com

E-mail POs and contracts to:

contracts@repsservices.com

CGC1508223 FEIN 59-2978507 Page 1 of 5

Please mail checks to:

Rep Services, Inc.
165 W. Jessup Ave.
Longwood, FL 32750-4146

Proposed To: Town of Jupiter 210 Military Trail Jupiter, FL 33458	Ship To: TBD at a later date	Bill To: Town of Jupiter 210 Military Trail Jupiter, FL 33458
Attn: Mike Hoffmann	Attn:	Attn: Mike Hoffmann

Project No: 21219	Project Name: Town of Jupiter - Jupiter Community Par	Project Contact: Mike Hoffmann
Proposal No: 21219.04	Proposal Name: Jupiter Community Park Playground	Project Location: 3377 Church St Jupiter, FL 33458-3890 Project County: Palm Beach
Proposal Date: 1/27/2025	Proposal Expires: 2/23/2025	
For Questions Contact: Val Vergara	☎ 407-853-3571	✉ val@repsservices.com
Consultant: Paul Bravo	☎ 561-448-0369	✉ paul@repsservices.com
	Opt/Rev: A/3	1/27/25 - VV

Vendor: Landscape Structures	Proj Drawings: 1192369-01-03	600724
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Class	Part No	Qty	Description	Unit Price	Ext Price
PlayBooster 5-12					
Climbers	PB122914A-002	1 EA	Loop Arch 40"dk DB	1,855.00	1,855.00
	PB148434B-007	1 EA	Loop Pole Perm Handholds - 72"dk DB	1,635.00	1,635.00
	PB152907B-001	1 EA	Deck Link W/barriers - Steel End Panels 2 Steps	2,745.00	2,745.00
Custom	CP000119A-001	1 EA	Dtr Pb Baseball Bubble Panel	3,935.00	3,935.00
	CP000122A-001	1 EA	Dtr Pb Baseball Concession Store Panel At Grade	1,710.00	1,710.00
	CP000126A-001	1 EA	Dtr Pb Baseball Field Ball Maze Panel	2,185.00	2,185.00
	CP000131A-001	1 EA	Dtr Pb Baseball Cliff Climber 72" Deck	3,465.00	3,465.00
	CP000133A-001	2 EA	Dtr Ind 16" Baseball Pod	415.00	830.00
	CP000134A-001	1 EA	Dtr Ind 24" Baseball Pod	435.00	435.00
	CP000135A-001	1 EA	Dtr Ind 30" Baseball Pod	445.00	445.00
	CP000249A-001	1 EA	Dtr Ind Hillside Wide Bottom Double Wave Climber W/bridge Cedar	23,935.00	23,935.00
	CP014129	1 EA	Ramp Deck Extension W/70" Long Supports DB -	1,205.00	1,205.00
	CP025400	1 EA	Rope Pull Climber For 40" Elevation Change Hill DB - Approximately 9' Long In Plan. Includes Clamps, 4 Roto Knots. Post Not Included	1,250.00	1,250.00
	CP042314	1 EA	Set Of 6- 16" Baseball Pod Steppers W/extended Footers DB - Per Layout 1192369-01-01. Pod Steppers Footer To Extend Through Mound. Price Includes Pod Stepper + Additional Length Footers	2,970.00	2,970.00
Decks	PB111228A-001	4 EA	Square Tenderdeck	1,375.00	5,500.00
	PB121948A-001	2 EA	Kick Plate 8"rise	150.00	300.00
	PB152911A-004	1 EA	Curved Transfer Module - Left 32"dk DB	3,175.00	3,175.00
Enclosures	PB345273A-001	1 EA	Handhold Panel Set	370.00	370.00
	PB345278A-001	1 EA	Hole Panel	810.00	810.00
Kids In Motion	IP247189A-001	2 EA	Chill Spinner DB	2,740.00	5,480.00
	IP277369A-001	1 EA	Whirlyq Spinner SM Only	17,650.00	17,650.00
	PB111275A-001	2 EA	Handloop Assembly	320.00	640.00
	PB120901A-001	2 EA	Grab Bar	255.00	510.00
Overhead Events	PB119613A-001	1 EA	Wave Horizontal Ladder	1,785.00	1,785.00
	PB141887B-001	1 EA	Access/landing Assembly Seat - Barrier Right 16"dk	825.00	825.00
Posts	PB111404A-001	3 EA	148"alum Post DB	530.00	1,590.00
	PB111404C-001	2 EA	132"alum Post DB	495.00	990.00
	PB111404D-001	4 EA	124"alum Post DB	475.00	1,900.00
	PB111404E-001	4 EA	116"alum Post DB	415.00	1,660.00
	PB111404F-001	3 EA	108"alum Post DB	395.00	1,185.00
Signs	IP182503C-001	1 EA	Welcome Sign (Isi Provided) - Ages 5-12 Years Direct Bury	0.00	0.00
Slides & Gliders	PB124863B-001	1 EA	Slidewinder2 40"dk DB - 1 Straight	3,105.00	3,105.00
	PB124863C-010	1 EA	Slidewinder2 48"dk DB - 1 Straight 1 Right	3,485.00	3,485.00
	PB130390A-003	1 EA	Double Swoosh Slide - 72"dk DB	3,155.00	3,155.00

PlayBooster and Parts 2-5					
Climbers	PB345315A-001	1 EA	Wiggle Ladder 32"dk DB	925.00	925.00
Custom	CP000120A-001	1 EA	Dtr Pb Ball Gear Panel	2,835.00	2,835.00
	CP000121A-001	1 EA	Dtr Pb Bat And Ball Panel	1,355.00	1,355.00
	CP000122A-001	1 EA	Dtr Pb Baseball Concession Store Panel At Grade	1,710.00	1,710.00
	CP000130A-001	1 EA	Dtr Pb Baseball Abc Climber 48" Deck	2,435.00	2,435.00
Decks	PB111228A-001	3 EA	Square Tenderdeck	1,375.00	4,125.00
	PB121948A-001	2 EA	Kick Plate 8"rise	150.00	300.00
	PB184354A-004	1 EA	Curved Transfer Module - Left 2-5yrs 32"dk DB	3,645.00	3,645.00
Enclosures	PB345290A-001	1 EA	Pilot Panel Above Deck	1,500.00	1,500.00
Parts	111418	16 EA	Swing Hgr Asy/clevis	125.00	2,000.00
Posts	PB111404D-001	3 EA	124"alum Post DB	475.00	1,425.00
	PB111404E-001	2 EA	116"alum Post DB	415.00	830.00
	PB111404F-001	2 EA	108"alum Post DB	395.00	790.00
Signs	IP182503A-001	1 EA	Welcome Sign (Isi Provided) - Ages 2-5 Years Direct Bury	0.00	0.00
	IP355992A-001	1 EA	Symbol Communication Sign English-english W/2 Post DB	2,190.00	2,190.00
Slides & Gliders	PB123331B-001	1 EA	Double Slide 40"dk DB	2,760.00	2,760.00
	PB124863C-013	1 EA	Slidewinder2 48"dk DB - 1 Straight 1 Left	3,485.00	3,485.00
Swings	IP174018A-001	4 EA	Belt Seat - Proguard Chains For 8' Beam Height	165.00	660.00
	IP176038A-001	2 EA	Full Bucket Seat - Proguard Chains For 8' Beam Height	465.00	930.00
	IP177351A-001	1 EA	Molded Bucket Seat (5-12 Yrs) W/harness - Proguard Chains For 8' Beam Height	1,140.00	1,140.00
	IP218671C-001	1 EA	Molded Bucket Seat (2-5 Yrs) W/harness - Proguard Chains For 8' Beam Height	1,140.00	1,140.00
Product Subtotal:					\$138,895.00
Discount per the Clay County Contract #2023/2024-284				2%	(\$2,777.90)
Discounted Product Total:					\$136,117.10
Signed & Sealed Engineering:					\$5,550.00
Freight: Prepaid Ship Method: Best Way FOB: Destination Weight: 7,606 lbs Freight Charge					\$9,990.00
Landscape Structures Total:					\$151,657.10

Vendor: LSI SkyWays
 Proj Drawings: 1192369-01-03
 600725

Class	Part No	Qty	Description	Unit Price	Ext Price
PlayBooster and Parts 2-5					
Custom	CP026801	1 EA	Skyways 4-bay Swing W/ Integrated Single Panel Shade / Rr - 8' Swing Beam, Hip Style / 5 Columns + 1 Hdpe Top / Add 111418 S	40,860.00	40,860.00
	CP037294	2 EA	Skyways Single Post Pyramid - 1 Columns + 1 Hdpe Top / 16' X 16' - 15' Entry / 12" Surfacing / Rapid Release Included / Max 115 Mph - 10 Psf	9,610.00	19,220.00
Product Subtotal:					\$60,080.00
Discount per the Clay County Contract #2023/2024-284				2%	(\$1,201.60)
Discounted Product Total:					\$58,878.40
Signed & Sealed Engineering:					\$3,800.00
Freight: Prepaid Ship Method: Best Way FOB: Destination Freight Charge:					\$6,804.00
LSI SkyWays Total:					\$69,482.40

Vendor: RSI Surfacing Vendor
 Proj Drawings: 1192369-01-03
 600920

Class	Part No	Qty	Description	Unit Price	Ext Price
Surfacing	SYNTHETIC TURF	6,200 SF	Synthetic Turf; Artificial Green turf. Includes delivery, installation of sub-base, padding, turf and supplies.	24.16	149,792.00
	SYNTHETIC TURF	1 LT	Mound, including build and buffings	8,809.21	8,809.21
	SYNTHETIC TURF	1 LT	Inlays: • (1) Basketball • Basketball Court Lines • (1) Football • Football Lines • (1) Soccer Ball • (1) Baseball Glove With Ball	46,931.58	46,931.58

Product Subtotal:		\$205,532.79
Discount per the Clay County Contract #2023/2024-284		2% (\$4,090.81)
Discounted Product Total:		\$201,441.98
Freight: Prepaid Ship Method: Best Way FOB: Destination Freight Charge:		Included
RSI Surfacing Vendor Total:		\$201,441.98

Installation By RSI Installer: The scope includes the following, as required:

601043

Item	Qty	Description
OTHER	1 EA	Tree protection
DEMO	1 LT	Demolition of existing play equipment
DEMO	8,230 SF	Demolition of existing surfacing
SITE WORK	8,230 SF	Site preparation
OFFLOADING	1 LT	Offloading Equipment & Mobilization
INS-LSI	1 LT	Equipment Installation - Landscape Structures 1192369-01-03
INS-SKY	1 LT	Equipment Installation - LSI SkyWays Integrated Shade and (2) Single Post Pyramid
INS-CON FT	5 EA	Install concrete footings for swings with integrated shaded
INS-CON FT	1 LT	Install concrete footings for single post pyramid shades
INS-CON CURB	503 LF	Installation of flared concrete curbing
INS-SURFACING SUBBASE	3,100 SF	Install subbase for surfacing in swing area and under curbs
TRASH REMOVAL	1 LT	Trash removal from jobsite
OTHER	1 LT	Supply and install 130 CY of engineered wood fiber & filter fabric
OTHER	1 EA	Landscape restoration
OTHER	1 EA	Supply and install 419 LF of fencing with (2) single and (1) double gate
PERMIT FILING	1 EA	Charge for document preparation for building permit.
PERMIT FEE	1 EA	Permit Fees charged by Building Department for the building permit and by the Clerk of Circuit Court for the Notice of Commencement.

RSI Installer Total:

\$250,301.59

Vendor: Survey & Site Plan

Proj Drawings:

600921

Class	Part No	Qty	Description	Unit Price	Ext Price
Miscellaneous	SURVEY	1 EA	Signed and Sealed Boundary Survey	4,000.00	4,000.00

Survey & Site Plan Total:

\$4,000.00

Vendor: Surety

Proj Drawings: Forms

601068

Class	Part No	Qty	Description	Unit Price	Ext Price
Miscellaneous	BOND	1 EA	Payment and Performance Bonds	20,831.00	20,831.00

Surety Total:

\$20,831.00

Vendor: Rep Services Equip

Proj Drawings:

601069

Class	Part No	Qty	Description	Unit Price	Ext Price
Custom	CONTINGENCY	1 EA	Rep Services Contingency Fee	77,523.83	77,523.83

Rep Services Equip Total:

\$77,523.83

General Terms of Sale and Proposal Summary

50% Deposit on product, Net 30	Product:	\$508,142.31
	Installation:	\$250,301.59
	Freight:	\$16,794.00
	Proposal Total:	\$775,237.90

Notes

The Clay County Contract #2023/2024-284 provides a 2% discount on LSI product. The maximum price for installation is 75% of the product price. (Installation does not include site prep, slabs, footings or engineering).

The Clay County Contract #2023/2024-284 provides a 2% discount on LSI SkyWays product. The maximum price for installation is 75% of the product price. (Installation does not include site prep, slabs, footings or engineering).

The Clay County Contract #2023/2024-284 provides a 2% discount on Safe4Play surfacing product. Installation is included in the price of the product. (Installation does not include site prep, slabs, footings or engineering).

Basis of Proposal:
Our offer is based upon Rep Services design 1192369-01-03.

RSI to stage equipment in parking lot. A 12-15 foot access area will be required for crew movement and high-reach lift operations. This proposal excludes PIP mat(s) under swings.

If sod restoration is required, owner is responsible for watering new sod.

If a owner controlled insurance program (OCIP) is required, add 2% to the proposal total.

Also, please be aware that we generate separate invoices for product at the time of delivery, then we invoice for installation upon completion. This is the customary approach in construction and eliminates sales tax on installation services. If your project should include products from multiple manufacturers, be advised that the products will be invoiced separately.

Estimated project completion schedule

(This schedule starts when all needed information to direct engineering has been gathered.)

8 Weeks: Engineering, playground with shade

4 Weeks: Permitting/Submittal Approval

16 Weeks Longest manufacturing lead time. (Typical for scheduling.)

1 Week Shipping

12 Weeks Installation

41 Weeks TOTAL

Note that RSI is committed to do all it can to meet the needs of your project.

Landscape Structures:

Color selection to be made at time of color submittal approval

SkyWays Shade by LSI:

SkyWays units are designed to meet 2023 Florida Building Code 8th Edition and ASCE 7-22.

Note that the fabric is to be removed by the owner should winds exceed 75MPH. Fabric should be removed in the event of a hurricane.

The high-density polyethylene fabric is flame retardant conforming to NFPA 701 and ASTM E84 per FBC 3105.3.1.

Color selection to be made at time of color submittal approval.

Safe4Play Shaw Play 50 Synthetic Turf:

· Rough grade to be established by others.

· Product –Play 50 Grass and all associated and required items (such as seaming tape, glue, etc).

· Installation – 100% plastic EPS nailer board perimeter, 4 inch compacted stone base, Brock Play Pad, and silica infill achieving a 8' CFH

Our scope does not include:

- Davis Bacon Wage Rates
- Certified Payroll
- Enrollment of Owner Controlled Insurance Plan
- Sod & Landscape Restoration
- Dumpster at the site for trash and waste material
- Soils testing
- Site security
- Water

NOTE: Installation scopes do not include fall height testing.

Installation:

Unless otherwise noted, the following items are to be *PROVIDED BY CUSTOMER* prior to installation:

- Signed & sealed site plan or survey
- Access for machines and labor crew to equipment installation location
- Staging area
- Geotechnical Report
- Tree survey and barriers
- Private underground utilities located and marked

Our scope does not include:

- Davis Bacon Wage Rates
- Certified Payroll Rates
- Enrollment of Owner Controlled Insurance Plan
- Sod & Landscape Restoration
- Dumpster at the site for trash and waste material
- Soils testing
- Site security
- Water
- Dewatering and drainage considerations
- Concrete testing
- PIP mat(s) under swings

Installation Charges on this proposal are based on NO UNFORESEEN conditions in the area, above or below the surface. If unforeseen conditions arise, the installation charges will change to reflect additional costs associated with dealing with those circumstances. Examples of this include but are not limited to: site not ready upon installer's arrival, underground utilities, or difficulties with footers due to coral rock or ground water in the holes.

Time Limitations Holding Prices Firm:

Orders are shipped within our manufacturer's standard lead times. Requests for delayed shipping may result in additional costs due to increases in freight, material costs or other factors. To secure the prices on this proposal, the offer must be accepted prior to the expiration date noted.

If, during the performance of this contract, the price of a product increases 3% or more as documented by factory quotes, invoices or receipts to contractor (Rep Services, Inc.) from the date of the contract signing the price of shall be equitably adjusted by an amount reasonably necessary to cover such price increases. Where the delivery of a product is delayed, through no fault of contractor (RSI) as a result of the shortage or unavailability of a product, contractor (RSI) shall not be liable for any additional costs or damages associated with such delay(s).

The undersigned warrants that he/she is an authorized representative of Town of Jupiter noted and has the requisite authority to bind Town of Jupiter and/or principal.

Accepted By:
Town of Jupiter

Company Name	Authorized By	Printed Name	Date
As Its: _____ (Title)			



landscape
structures

21219 Jupiter Community Park

1192369-01-03-04 • 01.15.2025

REP SERVICES, INC.
Experts at Play & Outdoor Spaces
165 W. Jessup Avenue, Longwood, FL 32750

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21219 Jupiter Community Park

1192369-01-03-05 • 01.15.2025



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landscape
structures

21219 Jupiter Community Park

1192369-01-03-06 • 01.15.2025

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21219 Jupiter Community Park

1192369-01-03-01 • 01.15.2025

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21219 Jupiter Community Park

1192369-01-03-02 • 01.15.2025

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21219 Jupiter Community Park

1192369-01-03-03 • 01.15.2025

REP SERVICES, INC.
Experts at Play & Outdoor Spaces
165 W. Jessup Avenue, Longwood, FL 32750

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DRAWN BY:DNW		PG-1 PLAY EQUIPMENT PLAN		
TOTAL AREA: 8,880 SF				
FALL HEIGHT: 8'				
BORDER: 503 LF CURB				
USER CAPACITY: 85				
SURFACING: 6,200 SF PGG				
2,680 SF EWF				
SUBGRADE ELEV.: -12" BFF				
ADA SCHEDULE				TOTAL PLAY ACTIVITIES 2-5: 15
		TOTAL PLAY ACTIVITIES 5-12: 18		
	ACCESSIBLE ELEVATED ACTIVITIES	ACCESSIBLE GROUND-LEVEL ACTIVITIES	ACCESSIBLE GROUND-LEVEL PLAY TYPES	
5-12 2-5	REQ	3	2	3
	PROV	6	9	3
	REQ	4	3	7
	PROV	8	10	7

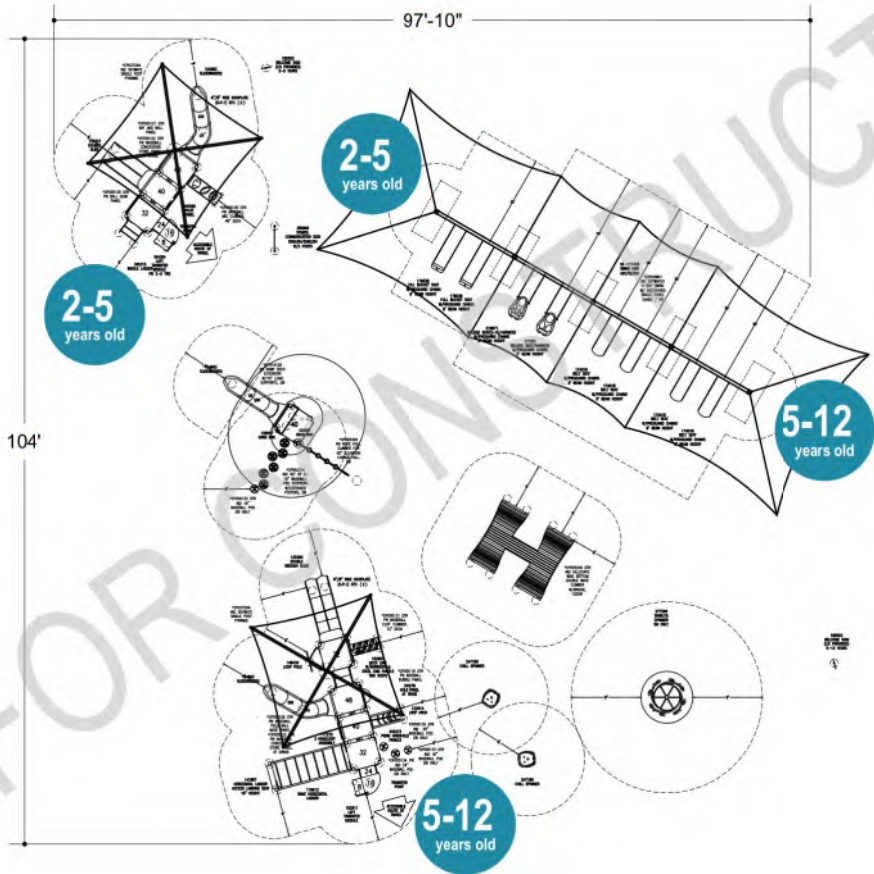
WELCOME SIGN
TO BE LOCATED IN CONSULTATION WITH OWNER

⚠ WARNING
INSTALLATION OVER A HARD SURFACE SUCH AS CONCRETE, ASPHALT, OR PACKED EARTH MAY RESULT IN SERIOUS INJURY OR DEATH FROM FALLS.

⚠ WARNING
SURFACING AND PLAYSURFACES MAY BECOME **HOT** AND CAUSE BURNS. CHECK FOR HOT SURFACES PRIOR TO PLAYING ON THE PLAYGROUND.

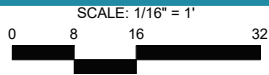
GENERAL NOTES:

- EQUIPMENT LOCATION TO BE FIELD VERIFIED PRIOR TO CONSTRUCTION
- ACCESSIBLE ROUTE OF TRAVEL TO THE PLAYGROUND TO BE PROVIDED BY OTHERS, UNLESS OTHERWISE NOTED
- BASE MUST EXHIBIT POSITIVE DRAINAGE IN ALL AREAS



Jupiter Community Park

Jupiter, FL
PROJECT: 1192369-01-03 RSI
NOT FOR CONSTRUCTION



REP SERVICES, INC.
Experts at Play & Outdoor Spaces



DRAWN
BY: DNW

PG-2

INSTALL PLAN

TOTAL AREA: 8,880 SF

FALL HEIGHT: 8'

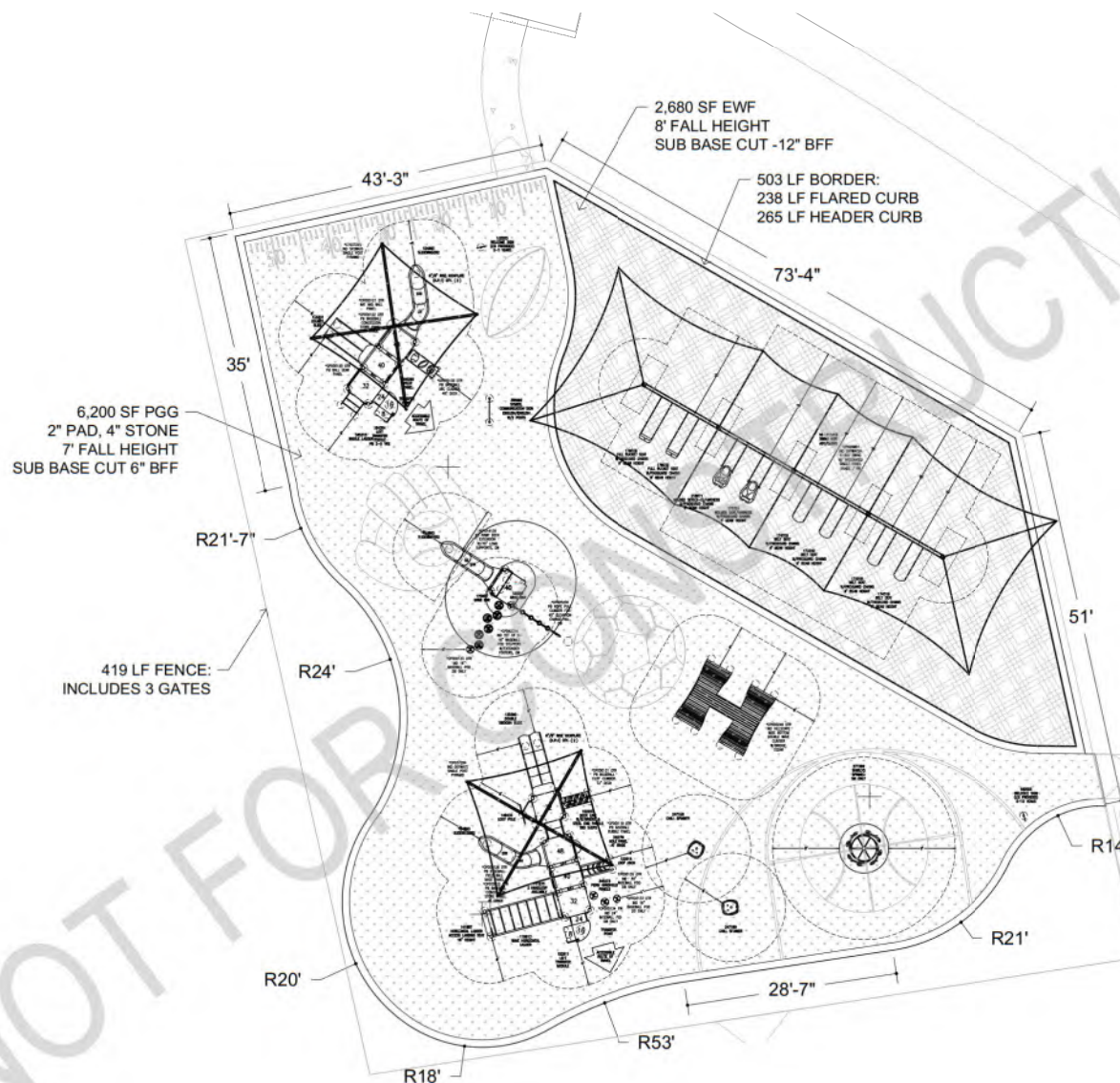
BORDER: 503 LF CURB

USER CAPACITY: 85

SURFACING: 6,200 SF PGG

2,680 SF EWF

SUBGRADE ELEV.: -12" BFF



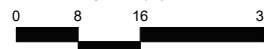
Jupiter Community Park

Jupiter, FL

PROJECT: 1192369-01-03 RSI
NOT FOR CONSTRUCTION



SCALE: 1/16" = 1'



REP SERVICES, INC.
Experts at Play & Outdoor Spaces



DRAWN
BY: DNW

PG-3

SURFACING PLAN

TOTAL AREA: 8,880 SF

FALL HEIGHT: 8'

BORDER: 503 LF CURB

USER CAPACITY: 85

SURFACING: 6,200 SF PGG

2,680 SF EWF

SUBGRADE ELEV.: -12" BFF

6,200 SF PGG SURFACING



PGG COLOR 1
5,485 SF



PGG COLOR 2
240 SF



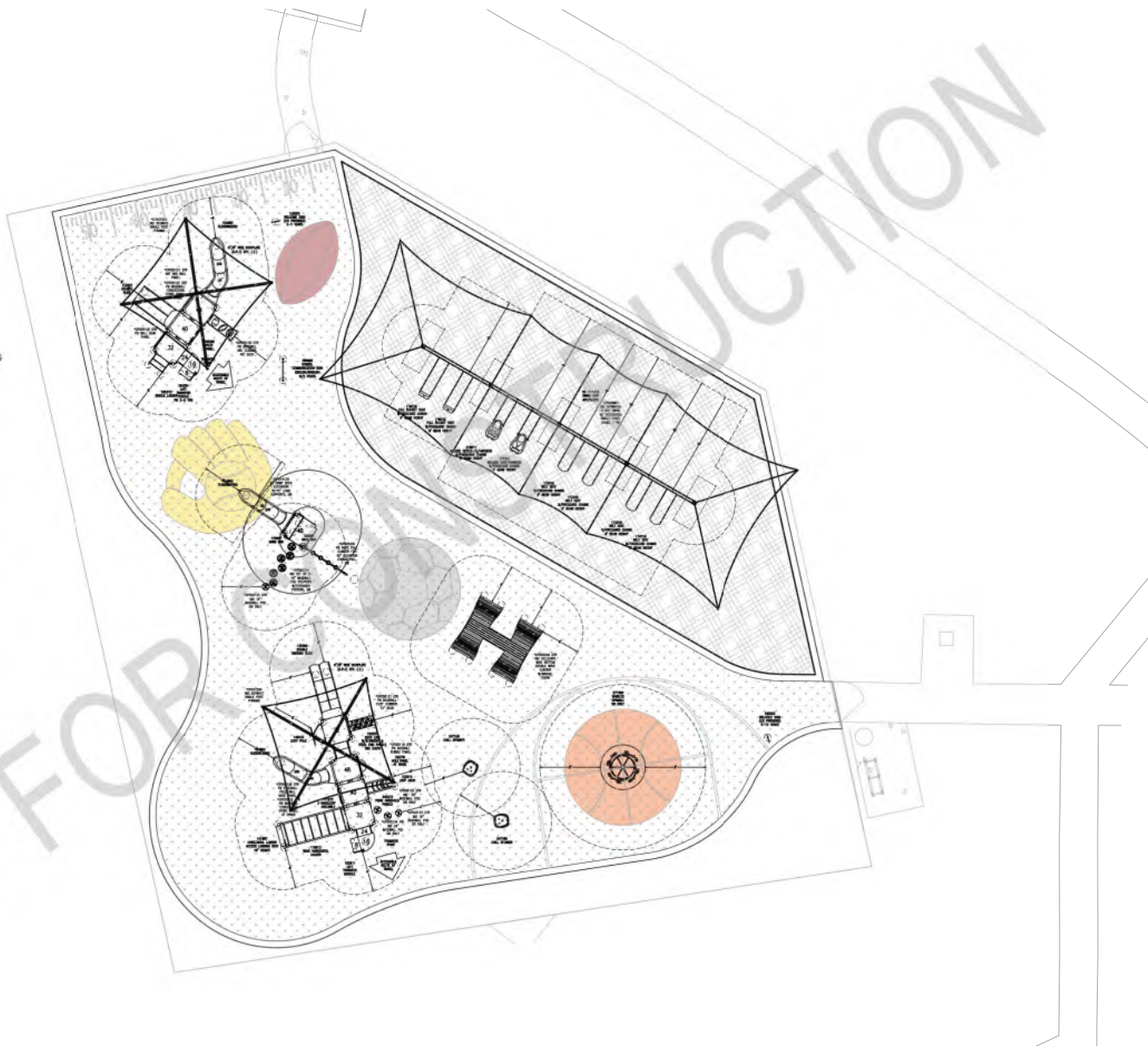
PGG COLOR 3
185 SF



PGG COLOR 4
205 SF



PGG COLOR 5
85 SF



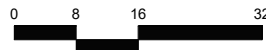
Jupiter Community Park

Jupiter, FL

PROJECT: 1192369-01-03 RSI
NOT FOR CONSTRUCTION



SCALE: 1/16" = 1'



REP SERVICES, INC.
Experts at Play & Outdoor Spaces



DRAWN
BY:DNW

PG-4 DETAILS

TOTAL AREA: 8,880 SF

FALL HEIGHT: 8'

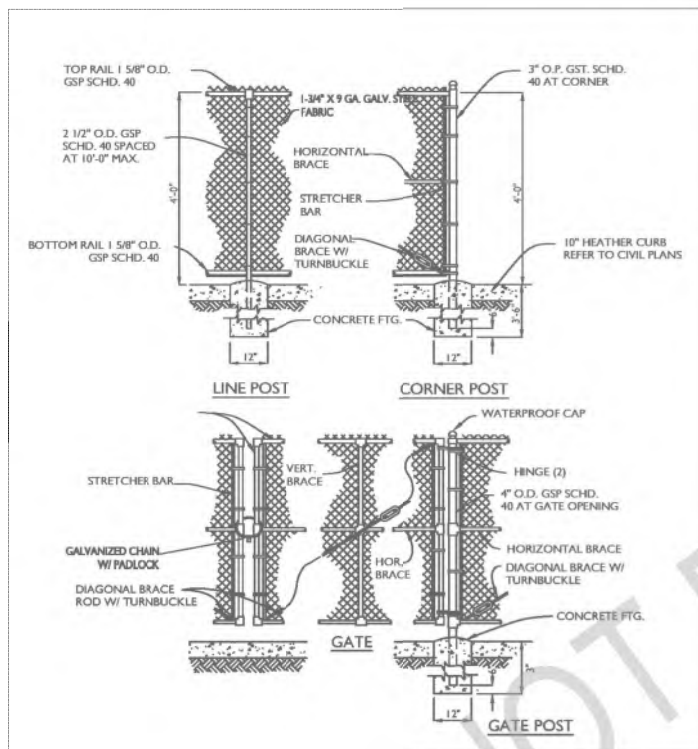
BORDER: 503 LF CURB

USER CAPACITY: 85

SURFACING: 6,200 SF PGG

2,680 SF EWF

SUBGRADE ELEV.:-12" BFF



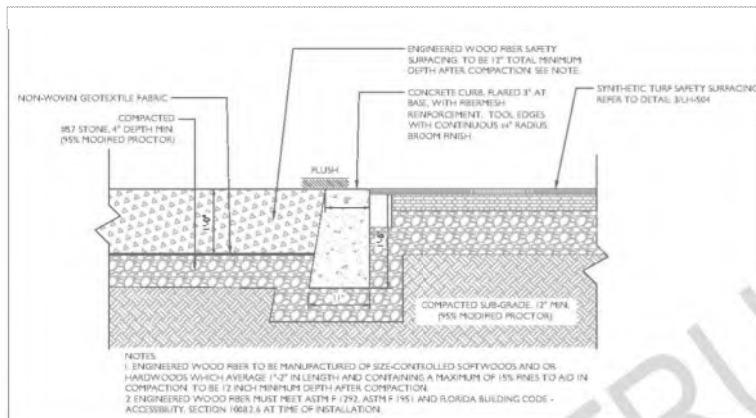
Chain link fence

Jupiter Community Park

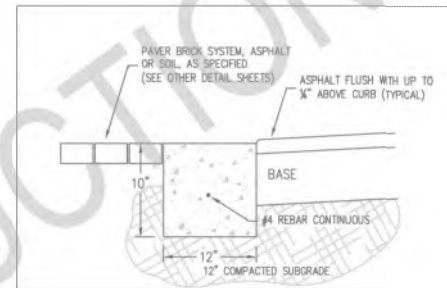
Jupiter, FL

PROJECT: 1192369-01-03 RSI

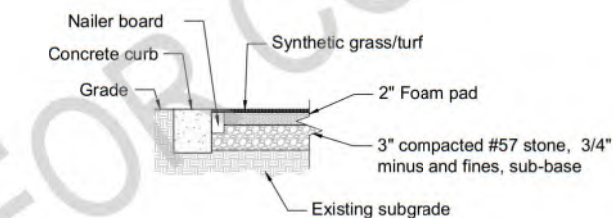
NOT FOR CONSTRUCTION



FLARED CURB DETAIL



HEADER CURB DETAIL



Synthetic grass/turf with Perimeter Concrete Curb, 6'-8' fall height



REP SERVICES, INC.

Experts at Play & Outdoor Spaces





REP SERVICES, INC.

Experts at Play & Outdoor Spaces

Site Amenities ■ Playground Equipment ■ Safety Surfacing ■ Shade
Phone: 407.831.9658 Fax: 866.232.8532 E-mail: sales@rep-services.com

E-mail POs and contracts to:
contracts@rep-services.com

CGC1508223 FEIN 59-2978507 Page 1 of 5

Please mail checks to:

Rep Services, Inc.
165 W. Jessup Ave.
Longwood, FL 32750-4146

Proposed To: Town of Jupiter 210 Military Trail Jupiter, FL 33458			Ship To: TBD at a later date			Bill To: Town of Jupiter 210 Military Trail Jupiter, FL 33458		
Attn: Mike Hoffmann			Attn:			Attn: Mike Hoffmann		
Project No: 21218		Project Name: Town of Jupiter - Maplewood Park		Project Contact: Mike Hoffmann				
Proposal No: 21218.06		Proposal Name: Maplewood Park Playground		Project Location: 1720 Toney Penna Dr Jupiter, FL 33458 Project County: Martin				
Proposal Date: 1/27/2025		Proposal Expires: 2/23/2025						
For Questions Contact: Val Vergara			☎ 407-853-3571		✉ val@repervices.com			
Consultant: Paul Bravo			☎ 561-448-0369		✉ paul@repervices.com		Opt/Rev: A/3 1/27/25 - VV	
Vendor: Landscape Structures			Proj Drawings: 21218-2-4 2025.1				600729	
Class	Part No	Qty	Description			Unit Price	Ext Price	
PlayBooster and Parts 5-12								
Climbers	PB145624D-001	1 EA	Vertical Ascent 72"dk			1,815.00	1,815.00	
	PB148432A-007	1 EA	Corkscrew Perm Handholds - 48"dk DB			1,500.00	1,500.00	
	PB152907B-001	2 EA	Deck Link W/barriers - Steel End Panels 2 Steps			2,745.00	5,490.00	
	PB229830A-001	1 EA	Arcade Climber 96" Deck DB Only			2,505.00	2,505.00	
Decks	PB111228A-001	3 EA	Square Tenderdeck			1,375.00	4,125.00	
	PB152911C-004	1 EA	Curved Transfer Module - Left 48"dk DB			3,900.00	3,900.00	
Enclosures	PB115254A-001	1 EA	Storefront Panel			835.00	835.00	
	PB119514A-001	1 EA	Pilot Panel Above Deck			1,500.00	1,500.00	
	PB129043A-002	1 EA	Image Reach Panel - Ground Level			1,230.00	1,230.00	
	PB173567A-001	1 EA	Marble Panel Above Deck			3,135.00	3,135.00	
Kids In Motion	IP173591A-001	1 EA	Omnispin Spinner Surface Mount			10,935.00	10,935.00	
Parts	111418	12 EA	Swing Hgr Asy/clevis			125.00	1,500.00	
Posts	PB111404A-001	2 EA	148"alum Post DB			530.00	1,060.00	
	PB111404C-001	2 EA	132"alum Post DB			495.00	990.00	
	PB111404D-001	1 EA	124"alum Post DB			475.00	475.00	
	PB111404K-001	2 EA	156"alum Post DB			590.00	1,180.00	
	PB111404Z-001	3 EA	182"steel Post DB 44" Bury			620.00	1,860.00	
Signs	IP182503C-001	1 EA	Welcome Sign (Isi Provided) - Ages 5-12 Years Direct Bury			0.00	0.00	
Slides & Gliders	PB130390A-007	1 EA	Double Swoosh Slide - 96"dk DB			3,950.00	3,950.00	
	PB131437A-004	1 EA	Single Wave Slide 72"dk DB			3,155.00	3,155.00	
Swings	IP173592A-001	1 EA	Oodle Swing DB Only			7,330.00	7,330.00	
	IP174018A-001	4 EA	Belt Seat - Proguard Chains For 8' Beam Height			165.00	660.00	
	IP176038A-001	2 EA	Full Bucket Seat - Proguard Chains For 8' Beam Height			465.00	930.00	
PlayShaper 2-5								
Climbers	PS111364A-001	1 EA	Loop Ladder 40"dk DB			1,245.00	1,245.00	
	PS119981A-001	1 EA	Step Deck DB			1,050.00	1,050.00	
	PS153021B-001	1 EA	Deck Link 2 Steps			1,770.00	1,770.00	
Decks	PS111237A-001	2 EA	Square Tenderdeck			1,045.00	2,090.00	
Enclosures	PS113211A-002	1 EA	Chimes Panel Ground Level			1,775.00	1,775.00	
	PS164147A-002	1 EA	Bongo Reach Panel - Ground Level			1,130.00	1,130.00	
Kids In Motion	PS111362A-001	1 EA	Talk Tube 40' Tubing Kit Ps			280.00	280.00	
	PS115198A-001	2 EA	Talk Tube (no Post) At Grade - DB Only			620.00	1,240.00	
	PS119977A-001	1 EA	Handbar			245.00	245.00	
	PS139272A-001	1 EA	Chinning Bar			135.00	135.00	
Overhead Events	PS129967A-001	1 EA	Horizontal Ladder			1,265.00	1,265.00	
	PS129968A-001	1 EA	Horizontal Ladder End Panel			395.00	395.00	

Posts	PS111397B-001	2 EA	114"post DB	395.00	790.00
	PS111397C-001	2 EA	106"post DB	390.00	780.00
	PS111397D-001	4 EA	98"post DB	375.00	1,500.00
	PS111397E-001	1 EA	90"post DB	370.00	370.00
	PS111397F-001	2 EA	82"post DB	360.00	720.00
	PS111397G-001	1 EA	74"post DB	345.00	345.00
	PS111397H-001	2 EA	69"post DB	340.00	680.00
Roofs	PS238043A-001	1 EA	Ps/shade Bracket Kit	280.00	280.00
Signs	IP182504A-001	1 EA	Welcome Sign Ages 2-5 Years - Direct Bury	475.00	475.00
	IP298208A-001	1 EA	Symbol Communication Sign W/2 Posts DB	2,190.00	2,190.00
Slides & Gliders	PS132155B-001	1 EA	Double Slide 40"dk DB	2,760.00	2,760.00
	PS133668A-002	1 EA	Single Slide 40"dk DB	2,090.00	2,090.00
Product Subtotal:					\$85,660.00
Discount per the Clay County Contract #2023/2024-284				2%	(\$1,713.20)
Discounted Product Total:					\$83,946.80
Electronic of Signed & Sealed Engineering:					\$4,950.00
Freight: Prepaid Ship Method: Best Way FOB: Destination Weight: 4,752 lbs Freight Charge					\$9,990.00
Landscape Structures Total:					\$98,886.80

Vendor: LSI SkyWays
 Proj Drawings: 21218-2-4 2025.1
 600730

Class	Part No	Qty	Description	Unit Price	Ext Price
PlayBooster and Parts 5-12					
Custom	CP026799	1 EA	Skyways 3-bay Swing W/ Integrated Single Panel Shade / Rr DB - 8' Swing Beam, Hip Style / 4 Columns + 1 Hdpe Top / Add 111418 S	33,145.00	33,145.00
PlayShaper 2-5					
Custom	CP037293	3 EA	Skyways Single Post Pyramid - 1 Columns + 1 Hdpe Top / 14' X 14' - 15' Entry / 12" Surfacing / Rapid Release Included / Max 115 Mph - 10 Psf	8,945.00	26,835.00
Product Subtotal:					\$59,980.00
Discount per the Clay County Contract #2023/2024-284				2%	(\$1,199.60)
Discounted Product Total:					\$58,780.40
Electronic of Signed & Sealed Engineering:					\$3,800.00
Freight: Prepaid Ship Method: Best Way FOB: Destination Freight Charge:					\$6,804.00
LSI SkyWays Total:					\$69,384.40

Vendor: RSI Surfacing Vendor
 Proj Drawings: 21218-2-4 2025.1
 600922

Class	Part No	Qty	Description	Unit Price	Ext Price
Surfacing	SYNTHETIC TURF	3,675 EA	3,675 SF Synthetic Turf; Includes delivery, installation of sub-base, padding, turf and supplies. • 1,100 SF Light Green • 2,115 SF Dark Green • 460 SF Light Blue	25.13	92,352.75
Product Subtotal:					\$92,352.75
Discount per the Clay County Contract #2023/2024-284				2%	(\$1,837.50)
Discounted Product Total:					\$90,515.25
Freight: Prepaid Ship Method: Best Way FOB: Destination Freight Charge:					Included
RSI Surfacing Vendor Total:					\$90,515.25

Installation By RSI Installer: The scope includes the following, as required:
 601040

Item	Qty	Description
OTHER	1 EA	Tree protection
DEMO	1 LT	Demolition of existing play equipment and fence
DEMO	5,420 SF	Demolition of existing surfacing
SITE WORK	5,920 SF	Site preparation, includes 500 SF excavation
OFFLOADING	1 LT	Offloading Equipment & Mobilization
INS-LSI	1 LT	Equipment Installation - Landscape Structures 21218-2-4 2025.1
INS-CON FT	1 LT	Install concrete footings for (3) single post pyramid shades
INS-SKY	1 LT	Equipment Installation - LSI SkyWays integrated swing shade
INS-CON FT	4 EA	Install concrete footings for swings
INS-CON CURB	362 LF	Installation of header and flared concrete curbing

INS-SURFACING SUBBASE	1,950 SF	Install subbase for surfacing in swing area and under curbs
OTHER	1 EA	Supply and install 85CY of mulch and filter fabric
TRASH REMOVAL	1 LT	Trash removal from jobsite
OTHER	1 LT	Supply and install 297 LF of fence with (1) double gate
OTHER	1 EA	Landscape restoration
PERMIT FILING	1 EA	Charge for document preparation for building permit.
PERMIT FEE	1 EA	Permit Fees charged by Building Department for the building permit and by the Clerk of Circuit Court for the Notice of Commencement.

RSI Installer Total:

\$185,768.85

Vendor: Survey & Site Plan

Proj Drawings:

600918

Class	Part No	Qty	Description	Unit Price	Ext Price
Miscellaneous	SURVEY	1 EA	Signed and Sealed Boundary Survey	4,000.00	4,000.00

Survey & Site Plan Total:

\$4,000.00

Vendor: Surety

Proj Drawings: Forms

601064

Class	Part No	Qty	Description	Unit Price	Ext Price
Miscellaneous	BOND	1 EA	Payment and Performance Bonds	13,844.00	13,844.00

Surety Total:

\$13,844.00

Vendor: Rep Services Equip

Proj Drawings:

601066

Class	Part No	Qty	Description	Unit Price	Ext Price
Custom	CONTINGENCY	1 EA	Rep Services Contingency Fee	51,377.69	51,377.69

Rep Services Equip Total:

\$51,377.69

General Terms of Sale and Proposal Summary

50% Deposit on product, Net 30	Product:	\$311,214.14
	Installation:	\$185,768.85
	Freight:	\$16,794.00
	Proposal Total:	\$513,776.99

Notes

The Clay County Contract #2023/2024-284 provides a 2% discount on LSI product. The maximum price for installation is 75% of the product price. (Installation does not include site prep, slabs, footings or engineering).

The Clay County Contract #2023/2024-284 provides a 2% discount on LSI SkyWays product. The maximum price for installation is 75% of the product price. (Installation does not include site prep, slabs, footings or engineering).

The Clay County Contract #2023/2024-284 provides a 2% discount on Safe4Play surfacing product. Installation is included in the price of the product. (Installation does not include site prep, slabs, footings or engineering).

Basis of Proposal:
Our offer is based upon Rep Services design 21218-2-4 2025.1.

RSI to stage equipment in parking lot. A 12-15 foot access area will be required for crew movement and high-reach lift operations. This proposal excludes PIP mat(s) under swings.
If sod restoration is required, owner is responsible for watering new sod.

If a owner controlled insurance program (OCIP) is required, add 2% to the proposal total.

Also, please be aware that we generate separate invoices for product at the time of delivery, then we invoice for installation upon completion. This is the customary approach in construction and eliminates sales tax on installation services. If your project should include products from multiple manufacturers, be advised that the products will be invoiced separately.

Estimated project completion schedule
(This schedule starts when all needed information to direct engineering has been gathered.)
8 Weeks: Engineering, playground with shade
4 Weeks: Permitting/Submittal Approval
16 Weeks Longest manufacturing lead time. (Typical for scheduling.)
1 Week Shipping
9 Weeks Installation
38 Weeks TOTAL
Note that RSI is committed to do all it can to meet the needs of your project.

Landscape Structures:
Color selection to be made at time of color submittal approval

SkyWays Shade by LSI:
SkyWays units are designed to meet 2023 Florida Building Code 8th Edition and ASCE 7-22.

Note that the fabric is to be removed by the owner should winds exceed 75MPH. Fabric should be removed in the event of a hurricane.

The high-density polyethylene fabric is flame retardant conforming to NFPA 701 and ASTM E84 per FBC 3105.3.1.
Color selection to be made at time of color submittal approval.

Safe4Play Shaw Play 50 Synthetic Turf:
· Rough grade to be established by others.
· Product –Play 50 Grass and all associated and required items (such as seaming tape, glue, etc).
· Installation – 100% plastic EPS nailer board perimeter, 4 inch compacted stone base, Brock Play Pad, and silica infill achieving a 8' CFH
Our scope does not include:

- Davis Bacon Wage Rates
- Certified Payroll
- Enrollment of Owner Controlled Insurance Plan
- Sod & Landscape Restoration
- Dumpster at the site for trash and waste material
- Soils testing
- Site security
- Water

NOTE: Installation scopes do not include fall height testing.

Installation:
Unless otherwise noted, the following items are to be *PROVIDED BY CUSTOMER prior to installation*:

- Signed & sealed site plan or survey
- Access for machines and labor crew to equipment installation location
- Staging area
- Geotechnical Report
- Tree survey and barriers
- Private underground utilities located and marked

Our scope does not include:

- Davis Bacon Wage Rates
- Certified Payroll Rates
- Enrollment of Owner Controlled Insurance Plan
- Sod & Landscape Restoration
- Dumpster at the site for trash and waste material
- Soils testing
- Site security
- Water
- Dewatering and drainage considerations
- Concrete testing
- PIP mats in swing area

Installation Charges on this proposal are based on NO UNFORESEEN conditions in the area, above or below the surface. If unforeseen conditions arise, the installation charges will change to reflect additional costs associated with dealing with those circumstances. Examples of this include but are not limited to: site not ready upon installer's arrival, underground utilities, or difficulties with footers due to coral rock or ground water in the holes.

Time Limitations Holding Prices Firm:
Orders are shipped within our manufacturer's standard lead times. Requests for delayed shipping may result in additional costs due to increases in freight, material costs or other factors. To secure the prices on this proposal, the offer must be accepted prior to the expiration date noted.

If, during the performance of this contract, the price of a product increases 3% or more as documented by factory quotes, invoices or receipts to contractor (Rep Services, Inc.) from the date of the contract signing the price of shall be equitably adjusted by an amount reasonably necessary to cover such price increases. Where the delivery of *a product is delayed, through no fault of contractor (RSI) as a result of the shortage or unavailability of a product, contractor (RSI) shall not be liable for any additional costs or damages associated with such delay(s).*

The undersigned warrants that he/she is an authorized representative of Town of Jupiter noted and has the requisite authority to bind Town of Jupiter and/or principal.

Accepted By:
Town of Jupiter

Company Name	Authorized By	Printed Name	Date
--------------	---------------	--------------	------




landscape
structures

21218 Maplewood Park

1192150-01-02-01 • 12.27.2024

 **REP SERVICES, INC.**
Experts at Play & Outdoor Spaces
165 W. Jessup Avenue, Longwood, FL 32750

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21218 Maplewood Park

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21218 Maplewood Park

1192150-01-02-04 • 12.27.2024



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DRAWN BY:KCM

PG-1

PRELIMINARY DESIGN

TOTAL AREA:5420 SF

FALL HEIGHT:8'

BORDER: 362 LF CURB

USER CAPACITY: 60

SURFACING:3675 SF TURF

1745 SF EWF

SUBGRADE ELEV.: -12" BFF

ADA SCHEDULE	TOTAL PLAY ACTIVITIES 2-5: 10		
	TOTAL PLAY ACTIVITIES 5-12: 13		
	ACCESSIBLE ELEVATED ACTIVITIES	ACCESSIBLE GROUND-LEVEL ACTIVITIES	ACCESSIBLE GROUND-LEVEL PLAY TYPES
2-5	REQ 2	1	5
	PROV 4	6	5
5-12	REQ 4	2	5
	PROV 7	6	5

WELCOME SIGN
TO BE LOCATED IN CONSULTATION WITH OWNER

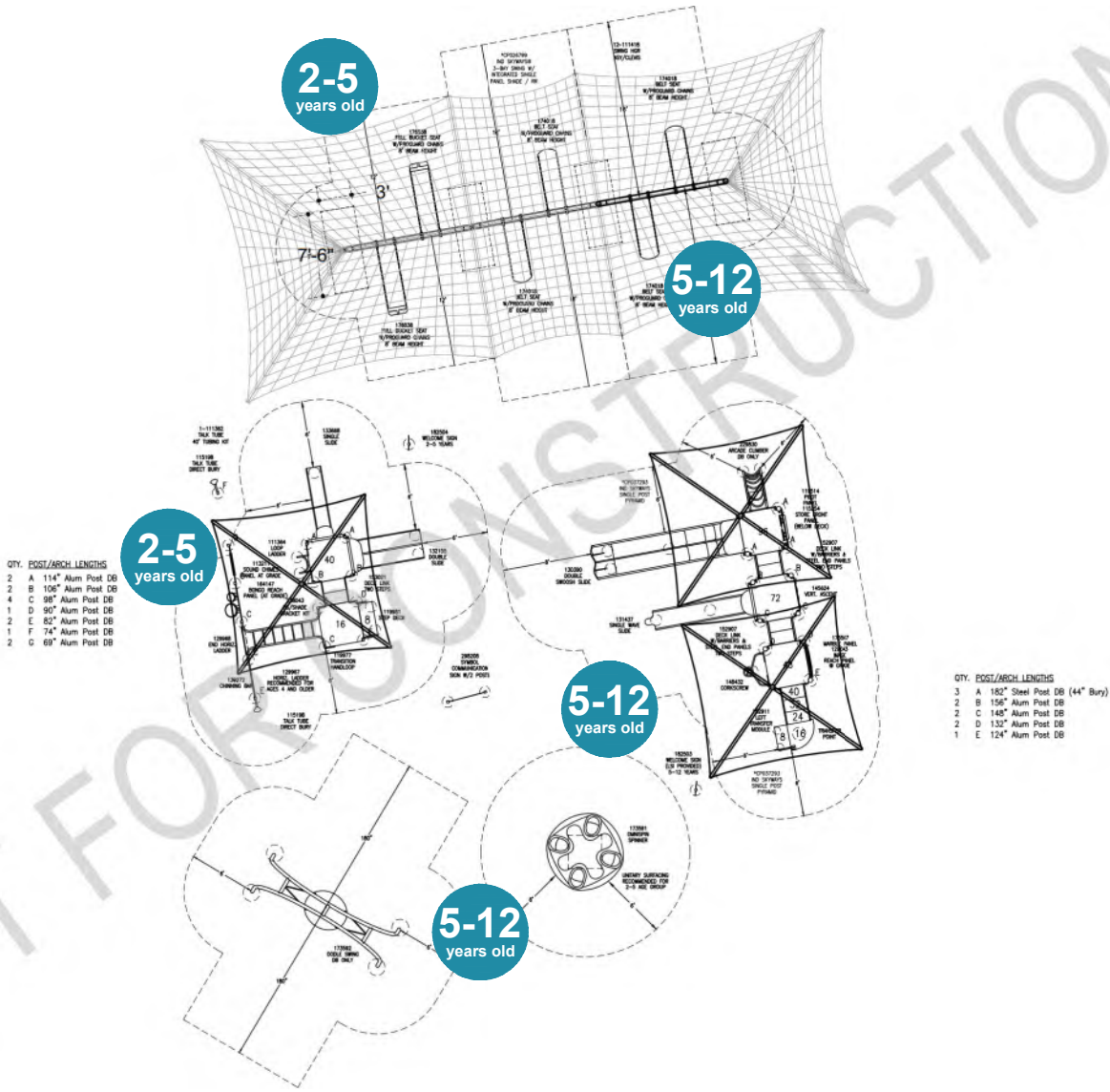
⚠ WARNING
INSTALLATION OVER A HARD SURFACE SUCH AS CONCRETE, ASPHALT, OR PACKED EARTH MAY RESULT IN SERIOUS INJURY OR DEATH FROM FALLS.

⚠ WARNING
SURFACING AND PLAYSURFACES MAY BECOME **HOT** AND CAUSE BURNS. CHECK FOR HOT SURFACES PRIOR TO PLAYING ON THE PLAYGROUND.

GENERAL NOTES:

- EQUIPMENT LOCATION TO BE FIELD VERIFIED PRIOR TO CONSTRUCTION
- ACCESSIBLE ROUTE OF TRAVEL TO THE PLAYGROUND TO BE PROVIDED BY OTHERS, UNLESS OTHERWISE NOTED
- BASE MUST EXHIBIT POSITIVE DRAINAGE IN ALL AREAS

SHADE FOOTERS ARE ESTIMATED BASED ON RECENT PRECEDENT
FINAL FOOTER SIZES WILL NOT BE DETERMINED UNTIL TIME OF ENGINEERING

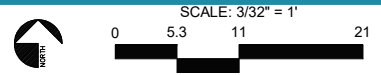


- QTY. POST/ARCH LENGTHS
- 2 A 114" Alum Post DB
 - 2 B 106" Alum Post DB
 - 4 C 98" Alum Post DB
 - 1 D 90" Alum Post DB
 - 2 E 82" Alum Post DB
 - 1 F 74" Alum Post DB
 - 2 G 69" Alum Post DB

- QTY. POST/ARCH LENGTHS
- 3 A 182" Steel Post DB (44" Bury)
 - 2 B 156" Alum Post DB
 - 2 C 148" Alum Post DB
 - 2 D 132" Alum Post DB
 - 1 E 124" Alum Post DB

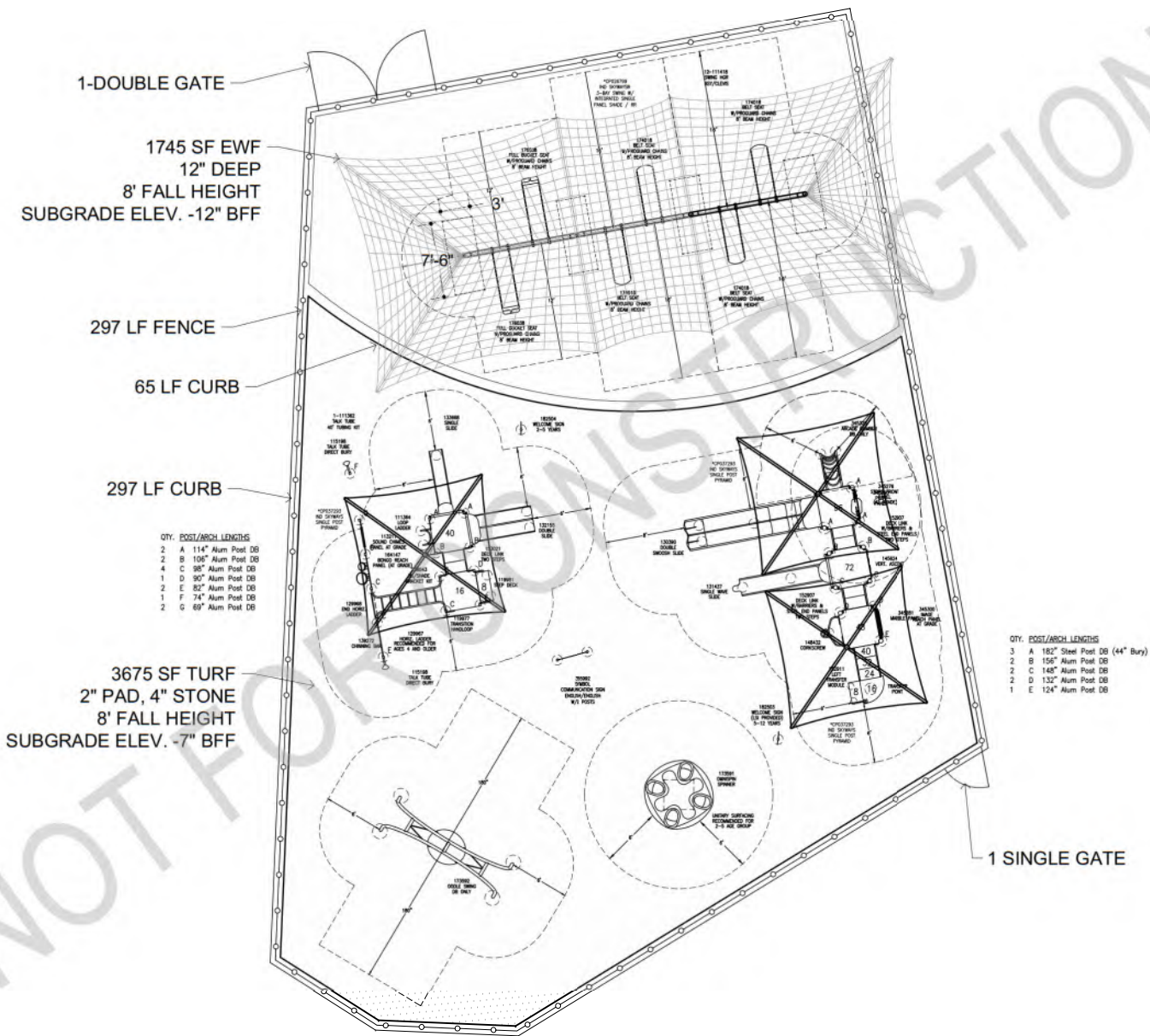
Maplewood Park

Jupiter, FL
PROJECT: 21218-2-4 2025.1
NOT FOR CONSTRUCTION



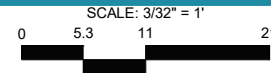
DRAWN BY:KCM	PG-2 INSTALL PLAN
TOTAL AREA:5420 SF	
FALL HEIGHT:8'	
BORDER: 362 LF CURB	
USER CAPACITY: 60	
SURFACING:3675 SF TURF	
1745 SF EWF	
SUBGRADE ELEV.: -12" BFF	

SHADE FOOTERS ARE ESTIMATED BASED ON RECENT PRECEDENT
FINAL FOOTER SIZES WILL NOT BE DETERMINED UNTIL TIME OF ENGINEERING



Maplewood Park

Jupiter, FL
PROJECT:21218-2-4 2025.1
NOT FOR CONSTRUCTION

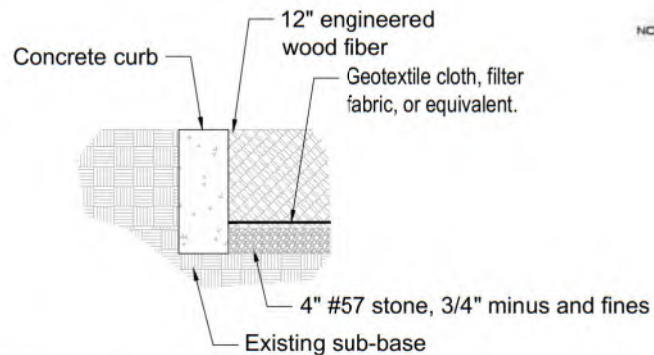


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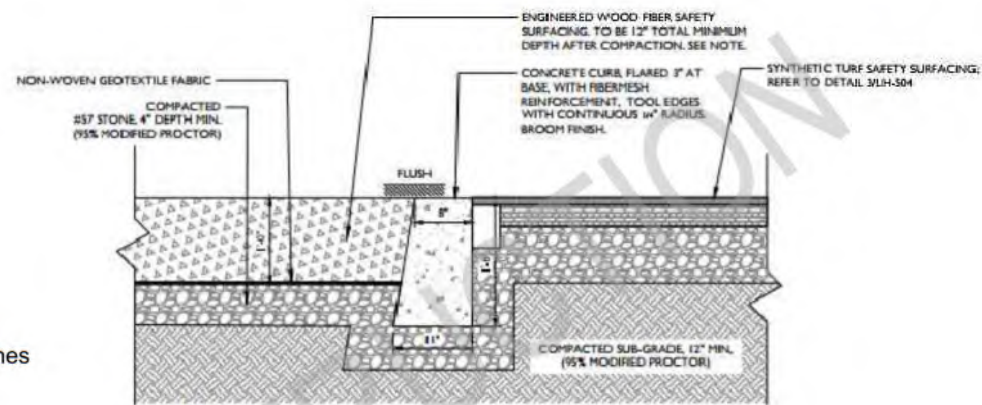


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DRAWN BY: KCM	PG-3 DETAILS
TOTAL AREA: 5420 SF	
FALL HEIGHT: 8'	
BORDER: 362 LF CURB	
USER CAPACITY: 60	
SURFACING: 3675 SF TURF	
1745 SF EWF	
SUBGRADE ELEV.: -12" BFF	

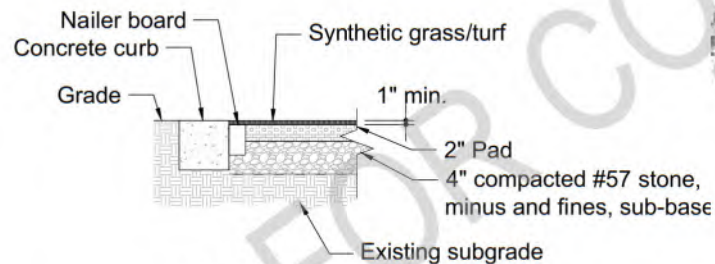


Engineered Wood Fiber with
Perimeter Concrete Curb

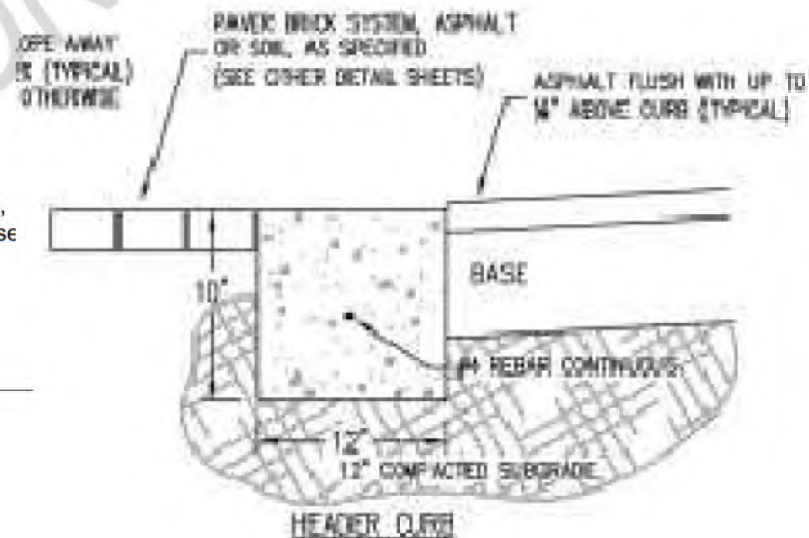


NOTES:
1. ENGINEERED WOOD FIBER TO BE MANUFACTURED OF SIZE-CONTROLLED SOFTWOODS AND/OR HARDWOODS WHICH AVERAGE 1'-2" IN LENGTH AND CONTAINING A MAXIMUM OF 15% FINES TO AID IN COMPACTION. TO BE 12 INCH MINIMUM DEPTH AFTER COMPACTION.
2. ENGINEERED WOOD FIBER MUST MEET ASTM F 1292, ASTM F 1951 AND FLORIDA BUILDING CODE - ACCESSIBILITY, SECTION 1008.2.4 AT TIME OF INSTALLATION.

2 ENGINEERED WOOD FIBER (EWF) SAFETY SURFACE ADJACENT TO SYNTHETIC TURF



Synthetic grass/turf with Perimeter
Concrete Curb, 6'-8' fall height, 7" cut



Maplewood Park

Jupiter, FL
PROJECT: 21218-2-4 2025.1
NOT FOR CONSTRUCTION



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landscape structures
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DRAWN
BY: KCM

PG-4 DETAILS

TOTAL AREA: 5420 SF

FALL HEIGHT: 8'

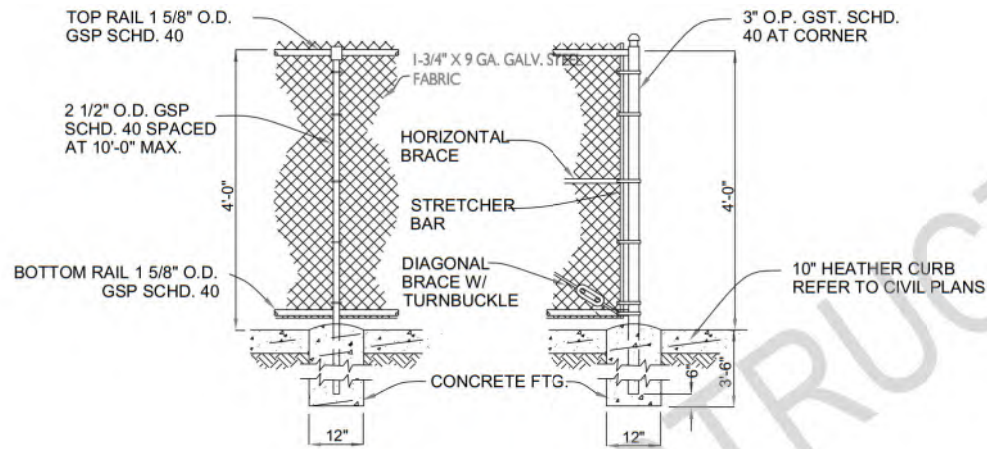
BORDER: 362 LF CURB

USER CAPACITY: 60

SURFACING: 3675 SF TURF

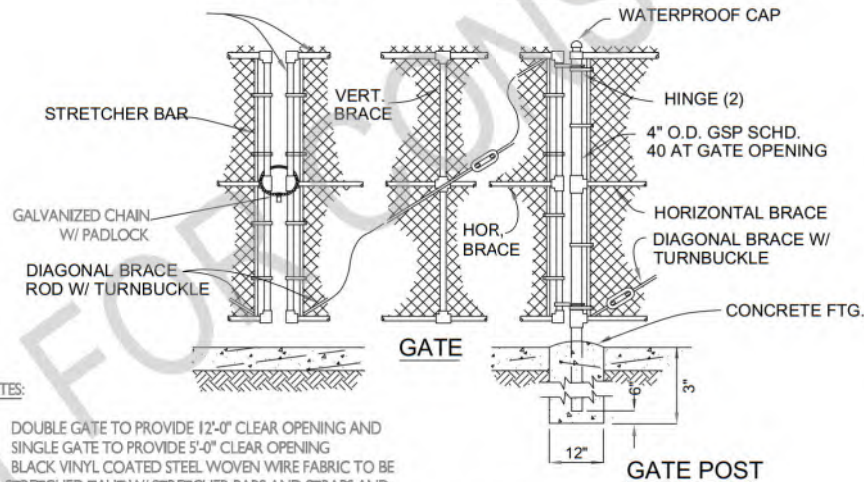
1745 SF EWF

SUBGRADE ELEV.: -12" BFF



LINE POST

CORNER POST



NOTES:

- 1) DOUBLE GATE TO PROVIDE 12'-0" CLEAR OPENING AND SINGLE GATE TO PROVIDE 5'-0" CLEAR OPENING
- 2) BLACK VINYL COATED STEEL WOVEN WIRE FABRIC TO BE STRETCHED TAUT W/ STRETCHER BARS AND STRAPS AND FASTENED TOP & BOTTOM AND AT LINE POSTS WITH GALV. PIG RING TIES.
- 3) GATE TO BE SECURED OPEN WITH GATE STOP SET IN CONCRETE.
- 4) ALL RAILS, POSTS AND HARDWARE TO BE VINYL COATED. ALL VINYL COATING SHALL BE BLACK.
- 5) DETAIL IS FOR DESIGN INTENT ONLY. CONTRACTOR TO PROVIDE SHOP DRAWINGS SIGNED AND SEALED BY A STRUCTURAL ENGINEER.

CHAIN LINK FENCE AND GATE DETAIL

NTS

Maplewood Park

Jupiter, FL

PROJECT: 21218-2-4 2025.1
NOT FOR CONSTRUCTION



REP SERVICES, INC.

Experts at Play & Outdoor Spaces

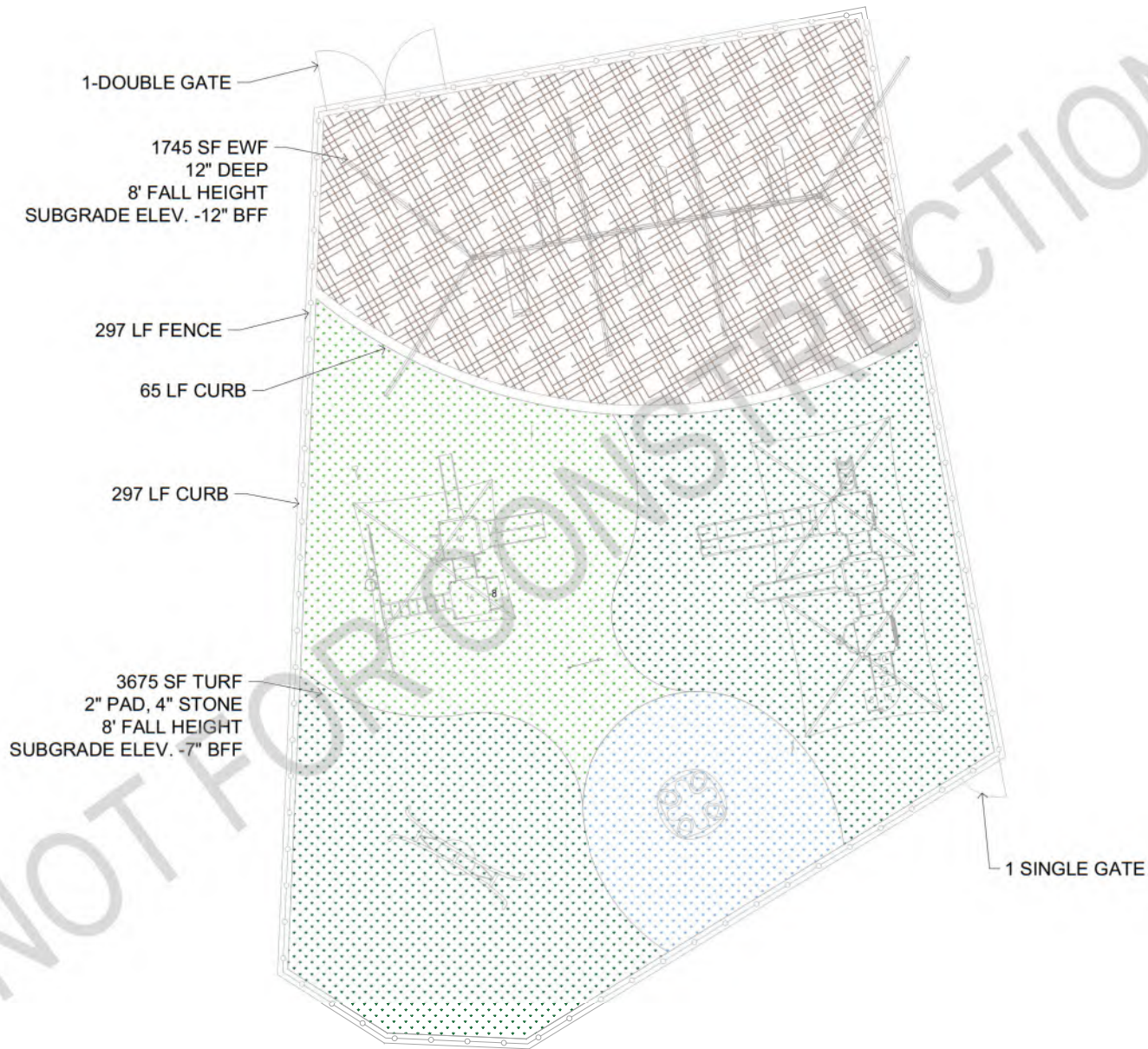


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DRAWN BY: KCM	PG-5
SURFACING PLAN	
TOTAL AREA: 5420 SF	
FALL HEIGHT: 8'	
BORDER: 362 LF CURB	
USER CAPACITY: 60	
SURFACING: 3675 SF TURF	
1745 SF EWF	
SUBGRADE ELEV.: -12" BFF	

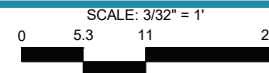
SURFACING BREAKDOWN

EWF: 1745 SF
 LT GREEN TURF: 1100 SF
 DK GREEN TURF: 2115 SF
 LT BLUE TURF: 460 SF



Maplewood Park

Jupiter, FL
 PROJECT: 21218-2-4 2025.1
 NOT FOR CONSTRUCTION



REP SERVICES, INC.
 Experts at Play & Outdoor Spaces



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TOWN OF JUPITER COMMUNITY INVESTMENT PROGRAM FINANCIAL INFORMATION 2025 - 2029							
Project Name: Playground Restoration						Department: Parks and Recreation	
Link to Strategic Plan/Strategic Result: Green, Blue and Open Spaces						Project #: R2202	
Project Budget:	Prior to 2025	2025	2026	2027	2028	2029	Total
Land acquisition	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Planning / Design	\$50,000	\$50,000	\$25,000	\$25,000	\$25,000	\$25,000	\$200,000
Engineering	\$110,000	\$50,000	\$25,000	\$25,000	\$25,000	\$25,000	\$260,000
Construction	\$1,650,000	\$1,395,516	\$1,350,000	\$225,000	\$1,270,000	\$450,000	\$6,340,516
Equipment	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Other	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Budget	\$1,810,000	\$1,495,516	\$1,400,000	\$275,000	\$1,320,000	\$500,000	\$6,800,516
Funding Sources:	Prior to 2025	2025	2026	2027	2028	2029	Total
General revenues	\$1,810,000	\$895,516	\$1,184,000	\$275,000	\$1,320,000	\$284,000	\$5,768,516
Impact fees	\$0	\$600,000	\$0	\$0	\$0	\$0	\$600,000
Surtax proceeds	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Escrow & deposits	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Grant revenues (CDBG)	\$0	\$0	\$216,000	\$0	\$0	\$216,000	\$432,000
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	\$1,810,000	\$1,495,516	\$1,400,000	\$275,000	\$1,320,000	\$500,000	\$6,800,516
Previous Years:	Prior to FY 2020	FY 2020	FY 2021	FY 2022	FY 2023	FY 2024	Total
Amount Budgeted	\$0	\$0	\$0	\$150,000	\$350,000	\$1,310,000	\$1,810,000
Amount Expended	\$0	\$0	\$0	\$0	\$0	\$51,093	\$51,093
Balance							\$1,758,907

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

**TOWN OF JUPITER
COMMUNITY INVESTMENT PROGRAM
2025 - 2029**

Project Name: Playground Restoration	Department: Parks and Recreation
Link to Strategic Plan/Strategic Result: Green, Blue and Open Spaces	Project #: R2202
	Projected In-Service Date: On-going

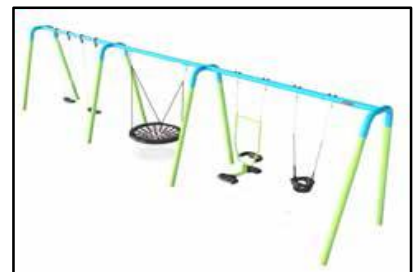
Project Description and Justification:

Several of the Town's park playgrounds are 20+ years old and in need of replacement in order to keep them safe, relevant and desirable to residents. This project will address the aging infrastructure of the Town's playgrounds located within our parks with the highest demand for use. In order to keep our parks at their current level of service, comparable to surrounding communities and safe for participants and users, several aged playground amenities must be refurbished and/or replaced on an on-going basis as they continue to age and wear. Planned replacement on a rotating basis will keep our playgrounds physically attractive, recreationally appealing and safe for participants. Modern amenities such as updated equipment, playground surfacing materials like artificial turf, shade coverings and exercise equipment are in high demand from our residents. Cost of artificial surfacing and shade sails are much higher than previously budgeted therefore, projected costs for each playground have been adjusted to be more accurate estimates.

Location(s) and Program Schedule

Fiscal Yr	Scope	Budget
2025 *includes carryover funds from FY24	Indian Creek Park- Complete replacement of existing "Eco-Island" playground to create flagship playground for Town of Jupiter; no longer able to procure replacement equipment from manufacturer; will include shade coverings and artificial turf surfacing; will include restroom facilities from separate CIP (designed in FY24, in service date anticipated 9/2025)	\$1,500,000
	Maplewood Park- Playground replacement; addition of shade structures and artificial turf surfacing (designed in FY24, in service date anticipated 8/2025)	\$450,000
	Jupiter Community Park- Playground replacement; addition of shade covers and artificial turf surfacing (designed in FY24, in service date anticipated 8/2025)	\$735,000
	Abacoa Community Park- Playground equipment replacement; addition of shade structures and non-mulch surface (designed in FY24, in service date anticipated 8/2025)	\$500,000
2026	Heights of Jupiter- Playground replacement; addition of shade structures and non-mulch surface (to be designed in FY25, constructed in FY26)	\$500,000
	Daily Park (Pine Gardens North)- Playground equipment replacement; addition of shade structures and non-mulch surface; CDBG funding anticipated (to be designed in FY25, constructed in FY26)	\$400,000
	Miracle Moments Playground (Community Center)- Park designed for inclusion (special needs); playground equipment replacement; addition of shade structures and non-mulch surface (to be designed in FY25, constructed in FY26)	\$500,000
2027	FIND Park- replacement of equipment; addition of shade structures and artificial turf surfacing (designed in FY26, in service date anticipated 8/2027)	\$275,000
2028	Jupiter Village- Playground equipment replacement; addition of shade structure and non-mulch surface	\$285,000
	Old Town Hall Park- Property under review for historic designation; playground equipment replacement; include non-mulch	\$750,000
2029	Lighthouse Park- Playground equipment refurbishment; add shade structure and pour in place or turf surface	\$285,000
	Officer Bruce St. Laurent Park- Playground equipment refurbishment; change from mulch to pour in place or turf surface; CDBG funding anticipated	\$500,000

Project Photo(s) / Map of Location



TOWN OF JUPITER
2025-2027 Strategic Plan



DATE	February 4, 2025
TO	Honorable Mayor and Members of Town Council
THRU	Frank Kitzerow, Town Manager
FROM	Nikki Carpenito, Senior Director
SUBJECT	Adoption of the 2025-2027 Strategic Plan

EXECUTIVE SUMMARY

In alignment with the feedback and direction provided during the Town Council Strategic Planning Roundtable on January 21, 2025, Town Staff has developed the proposed 2025–2027 Strategic Plan for Town Council’s review and adoption.

This Strategic Plan outlines the Town’s Vision, Mission, and Strategic Results, supported by 23 Strategic Initiatives with a total of 44 Action Items to guide priorities over the next three years. Of the 44 Action Items:

- 27 are currently in progress,
- 4 are considered recurring,
- 10 will require Town Council Advocacy or outside agency action, and
- 3 are new Actions Items introduced into this cycle.
- 29 of the above listed Action Items are carryover items from the 2024 Strategic Plan.

Upon adoption, the full 2025–2027 Strategic Plan, including a detailed three-year timeline, will be published on the Town’s website, along with a “Strategic Plan at a Glance” summary for easy reference.

As part of the ongoing strategic planning process, the Town has made significant progress in executing the 2024 Strategic Plan, which included 23 Strategic Initiatives and 49 Action Items over a three-year period. Notable accomplishments in 2024 include:

- 6 Strategic Initiatives and 20 Action Items completed.
- 3 Strategic Initiatives and 11 Action Items completed on time.
- 3 Strategic Initiatives and 6 Action Items completed ahead of schedule.
- 3 Action Items scheduled for completion by February 2025.

Additionally, Staff is preparing the first quarterly status update, scheduled for March 2025, which will provide a comprehensive progress report on the 29 action items continuing into the 2025–2027 Strategic Plan, as well as updates on newly introduced initiatives.

This progress reflects the Town’s commitment to accountability, strategic execution, and continuous improvement. The proposed 2025–2027 Strategic Plan builds upon these achievements and provides a clear framework for advancing the Town Council’s priorities and enhancing services for the Jupiter community.

ANALYSIS

Staff is requesting approval and adoption of the 2025-2027 Strategic Plan.

STRATEGIC PRIORITY

- Fiscal Responsibility
- Green, Blue & Open Spaces
- Manage Growth
- Mobility
- Organizational Excellence
- Safety
- Strong Local Economy
- Town Communication
- Unique, Small Town Feel

ATTACHMENTS

1. 2025-2027 Strategic Plan

FUNDING SOURCE

Approved in Budget \$

Sources:

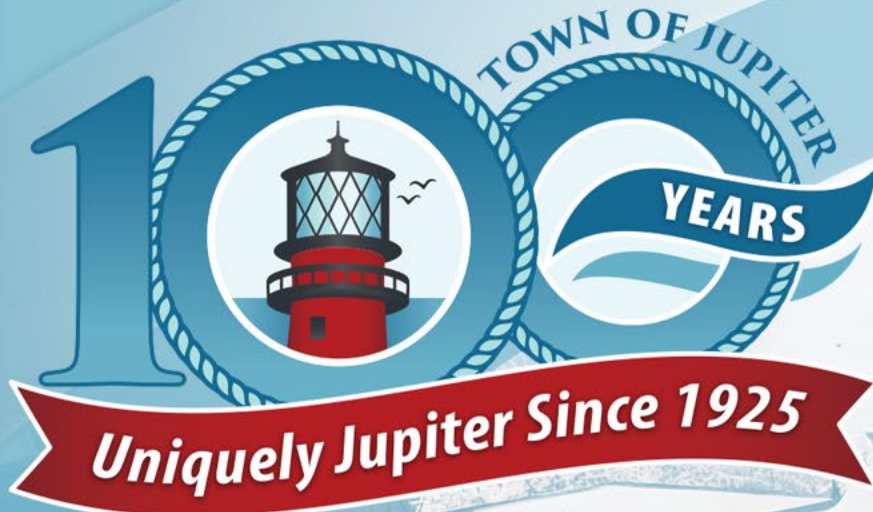
Additional Funding Requested \$

Sources:

*Funding is not necessary for this request.

For more information or copies of the attachments, please contact Nikki Carpenito at NikkiC@Jupiter.fl.us or 561-741-2335.

2025-2027 Strategic Plan



CENTENNIAL
CELEBRATION
1925 - 2025



The Strategic Plan Drives Activities and the Financial Plan



- The “roof” of the house – the vision and mission - spans over the entire structure at the highest level.
- The “floors” of the house are the components that comprise the structure of the building.
- The foundation is a solid financial plan that supports the rest of the house.

Vision, Mission & Strategic Results



Green, Blue, & Open Spaces

Continue beautification and natural areas; green spaces, parks, beaches and landscaping. Maintain Jupiter as a distinctive coastal community with open and natural environments.



Fiscal Responsibility

Prepare and manage budget; maintain fiduciary responsibility.



Unique, Small Town Feel

Maintain and enhance our vibrant small town feel by leveraging the unique combination of community, cultural and recreational assets that make Jupiter a special place to live and work.



Manage Growth

Plan for and manage growth, development and redevelopment to maintain Jupiter's small town feel and its integrity as a distinctive, vibrant coastal community.

Town Mission

We provide exceptional municipal services that add value to residents' lives and businesses while assuring a long term, sustainable community.



Town Vision

Jupiter is a distinctive coastal community committed to preserving its unique character and history and vibrant, small-town feel.



Strong Local Economy

Support local businesses, create a business-friendly environment.



Safety

Keep citizens and businesses safe.



Town Communication

Support and enhance open two-way communication between the Town and its residents and businesses.



Mobility

Improved mobility for all modes of transit.



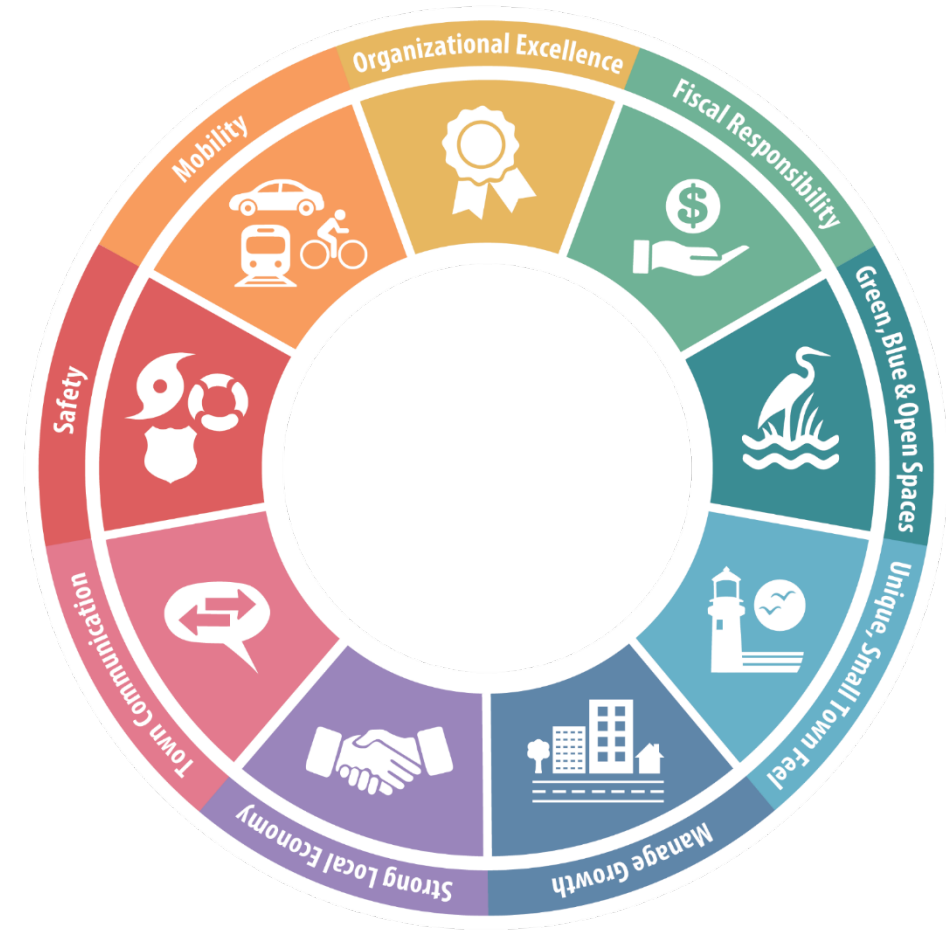
Organizational Excellence

Organizational governance; internal support and services.

Strategic Results

Jupiter's Strategic Plan contains nine strategic results, which represent the outcomes Jupiter aims to achieve.

Each strategic result and its full definition is listed on the following pages.





Fiscal Responsibility

Prepare and manage budget; maintain fiduciary responsibility.

- Good stewards of tax dollars and good asset management.
- Town's financial sustainability and the costs associated with Jupiter's quality of life balanced to show value to residents and businesses.
- Projects and investments reviewed and cost-justified.
- Competitive staffing levels, pay and benefits for all categories of employment.
- Transparency promoted; budget and accounting practices published and available.
- Taxes, water rates and user fees kept reasonable and in-line with the Consumer Price Index (CPI).
- Audit Committee and Police Pension Board supported by Town Council and staff.



Organizational Excellence

Organizational governance; internal support and services.

- Sufficient investment in organization's infrastructure to maximize productivity, enhance performance and develop technical and leadership skills.
- Overall costs of Town government managed to enable a sustainable future.
- Employees valued and invested in the achievement of strategic and operational results through engagement, communication, a team environment, and a culture of continuous improvement.
- Town facilities and buildings maintained to allow for a safe, functional working environment.
- A professional, highly-motivated Town workforce that receives competitive compensation and benefits based on employee achievement.
- Town services delivered in a way that is valued by residents and businesses, cost-effective, efficient, and with a high degree of customer service.
- Skilled leadership and workforce that is sustainable for the long-term.
- A workforce and culture that is responsive and adaptive to new concepts and changing environments.



Strong Local Economy

Support local businesses, create a business-friendly environment.

- Economic growth promoted to achieve a diversity of businesses.
- Bioscience cluster initiatives prioritized including ancillary and support businesses.
- Small business growth encouraged, and “Buy Local/Shop Local” supported. Consideration for large businesses with the right fit for the community.
- Partnerships with Chamber of Commerce and business associations and participation in business events.
- Housing supply and workforce development efforts to support business growth.
- Business, tax, and small business incentives and assistance provided.
- Eco and heritage tourism promoted through tournaments and special events.
- Assistance provided to help Abacoa Town Center as required to remain successful.
- Schools and universities with programs to support business needs.
- Partnerships supported between bioscience, Florida Atlantic University and Jupiter Medical Center.



Town Communication

Support and enhance open, two-way communication between the Town and its residents and businesses.

- Upfront and honest communication that is fair, open, and timely.
- Citizen and community inputs captured and responded to in a timely manner.
- Continuous improvement of mass communication methods (web, email, notices, flyers, TV, newsletters, Jupiter U, social media).
- Transparency of government and council maximized.
- Residents and businesses impacted by potential development and redevelopment areas engaged and informed.
- Increased use of citizen and community input from a variety of sources to capture balanced and effective representation of community views.
- Greater citizen involvement and additional outreach, including under-represented areas.
- Improved communication between and within the Town, the public, and the Council.



Mobility

Improved mobility for all modes of transit.

- Traffic flow improved through light timing, speed limit control, traffic calming and other methods to achieve levels of service identified in comprehensive plan.
- Traffic mitigation plan implemented for roadways not meeting the Town's level of service standards.
- Parking managed effectively without adding any additional parking fee areas in the Town.
- Traffic laws enforced, including speeding, red-light running, and parking violations.
- Additional transportation modes encouraged to support less driving and change driving behavior to reduce congestion (shuttles, carpooling, public transportation, off-peak travel, public transportation for the disabled).
- Bike paths improved and increased. Bike lanes and bike parking managed to provide more protected and safer bike paths, especially in high-hazard areas.
- Impacts of school drop-off and pick-up mitigated.
- Growth and commerce encouraged that helps to manage traffic flow (encourage industries with off-peak trips).
- Enhanced public safety (pedestrian, vehicle crossings, bridge) and quiet zones along rail corridor.
- Pedestrian-friendly community with effective system of sidewalks and bike paths.
- Safe boating and boat-mobility encouraged



Manage Growth

Plan for and manage growth, development and redevelopment to maintain Jupiter's small town feel and its integrity as a distinctive, vibrant coastal community.

- Inlet Village redeveloped at a pedestrian scale, emphasizing its history and coastal assets.
- Impacts of development decisions occurring outside the town evaluated and addressed.
- Comprehensive plan updated as needed to support long-term planning, sustainability and quality of life.
- Development that is in harmony with the natural environment, considering green space, beautification, and impacts on habitats and wildlife.
- Low-scale development with sufficient setbacks and open spaces.
- Incentives for development and re-development created where needed.



Safety

Keep citizens and businesses safe.

- Safety enhanced for all modes of traffic (boats, kayaks, motor vehicles, bicycles and pedestrians) in order to reduce accidents in roadways, parking lots and on our waterways.
- The Jupiter Police Department leverages community partnerships, technology and environmental design to create awareness, identify and prevent criminal activity.
- The Jupiter Fire Rescue Department leverages community partnerships, advanced technology, and proactive safety strategies to enhance emergency preparedness, deliver rapid response services, and promote fire prevention awareness throughout the community.
- The capabilities (training, personnel, equipment, technology) of the Police Department & Fire Rescue Department align with the growth and needs of the community.
- The Town works with residents and businesses to revitalize the older neighborhoods.
- Customers have access to drinking water that meets or exceeds required safety standards.
- The Town plans and prepares for natural and man-made disasters to maintain the safety of the community.
- Beaches, parks, bike paths, pedestrian facilities, kayak and paddle launches are well-maintained, safe and clean.
- Neighborhoods and commercial areas are safe, and crime rates are lower than similar communities.
- Opportunities exist in the community to keep school-aged children engaged and safe.
- Freight and passenger rail solutions implemented in a way that maintains safety and access for emergency services.
- Cost-effectiveness for public safety services (fire rescue, police, and health/EMS) continuously monitored and improved.



Unique, Small Town Feel

Maintain and enhance our vibrant small town feel by leveraging the unique combination of community, cultural and recreational assets that make Jupiter a special place to live and work.

- The Town creates, maintains, promotes and enables access to special, open spaces, parks and beaches, and bike and walking paths where residents can pursue an active, outdoor lifestyle.
- The essence of “uniquely Jupiter” is seen in the aesthetics and physical attributes of the community.
- Historical sites and landmarks supported and preserved in harmony with surrounding development.
- Residents are engaged in volunteer efforts that create a sense of community, civic pride and neighborliness to support what is uniquely Jupiter.
- The Town supports and advocates for railway quiet zones.
- Older shopping centers are revitalized to enhance aesthetics and provide valued services to the community.
- JTAA is a thriving youth sports organization working in partnership with the Town and local schools to provide high-value recreational programs for youth.
- Entertainment, cultural, community and recreational activities and organizations for residents of all ages are offered by the Town or supported through partnerships with community organizations.
- Access to health services is provided for all residents, and residents practice healthy habits, activities and lifestyles.



Green, Blue And Open Spaces

Continue beautification and natural areas; green spaces, parks, beaches and landscaping. Maintain Jupiter as a distinctive coastal community with open and natural environments.

- Enhanced entries at major gateways such as I-95 and the Florida Turnpike; beautified medians.
- Natural vegetation and trees preserved.
- Focus on the waterways and the upland areas adjacent to the water.
- Dog-friendly beach maintained with pedestrian-friendly and easy access.
- Clean, safe beaches and public facilities maintained.
- Greenway and blueway systems promoted.
- Parks that are clean and safe, with shade, trees, drinking fountains, and bathrooms.
- Landscaping public areas with sustainable, native plants.
- Balanced process for tree removal and replacement.
- Access and use of green space increased. More open spaces and natural areas for protection of the environment.
- Water reuse encouraged and increased.

2025-2027 Strategic Initiatives



2/4/2025

2025-2027 Strategic Plan



Safety

Keep citizens and businesses safe.

Fire Rescue Strategy: Determine a long-term strategy for fire rescue services for Jupiter residents.

1. Receive COPCN Certification.
2. Complete construction of two station locations and begin providing fire rescue services.

High-Speed Rail: Prepare for the introduction of high-speed rail through the Town of Jupiter by investigating and advocating for appropriate safety measures.

1. Work in partnership with the FEC and Brightline to ensure the timely completion of safety fencing sections included in the project scope of work.¹
2. Secure quiet zone designation.¹

Public Safety Training Facility: Develop a conceptual plan for a public safety training facility.

1. Conduct an analysis to establish the scope and frequency of the use of training facilities owned by other agencies by JPD and JFRD to present to Town Council via a roundtable discussion.
2. Following the roundtable discussion and council input on the analysis conducted, develop a long-term training facility strategy.

¹ The success of this Action Item is recognized as a priority of the Town Council. Town staff will actively support this initiative by providing regular updates and relevant information. Ultimately, it is within the Town Council's purview to leverage their collective influence to drive progress, whether through engagement with regional planning boards, the adoption of Resolutions, or other advocacy efforts aimed at achieving the desired outcomes.



Mobility

Improved mobility for all modes of transit.

Vehicle and Pedestrian Traffic Management & Mitigation: Enhance and update the Town's traffic mitigation plans for roadways not meeting the Town's level of service standards; and employ strategies to reduce the number of accidents and bike/ped/vehicle conflicts.

1. Annually, by the end of the first quarter, present to Town Council a report on mitigation strategies and status of roadway projects across various agencies.
2. Pursue and secure project budget commitments from other agencies.¹
3. Participate in Palm Beach County's transportation master planning effort.¹
4. Evaluate locations and complete construction of phase two of the pedestrian activated crosswalk project to include Longshore Drive and Central Blvd.
5. Develop a plan for education, training and new or modified regulations for electric bicycles.

¹ The success of this Action Item is recognized as a priority of the Town Council. Town staff will actively support this initiative by providing regular updates and relevant information. Ultimately, it is within the Town Council's purview to leverage their collective influence to drive progress, whether through engagement with regional planning boards, the adoption of Resolutions, or other advocacy efforts aimed at achieving the desired outcomes.



Mobility

Improved mobility for all modes of transit.

Western portion of Indiantown Road: Pursue implementation of various roadway capacity improvements and traffic mitigation solutions.

1. Monitor and provide regular progress updates to the Town Council on the under-construction Indiantown Road Phase 1 eastbound and westbound auxiliary lane project to ensure alignment with traffic improvement goals and schedule.
2. Monitor the design progress of the Indiantown Road Phase 2 eastbound (Central Blvd. to Chasewood Plaza) and westbound (from west of Mobil gas station to eastern end of Phase 1 work) auxiliary lane project. Maintain regular communication with FDOT to anticipate funding needs.
3. Continue to encourage FDOT to fund the illustrative study and identify the project scope in order to implement design and construction of the intersection and roadway improvements on Indiantown Road from Central Blvd. to Maplewood Drive.¹
4. Monitor the progress of the Project Development and Environment (PDE) phase for the intersection at Indiantown Road and Central Boulevard to include improvements to evaluate the feasibility and impact of a displaced left-turn design for enhanced traffic flow and safety.¹
5. Support the evaluation of the Indiantown Road cross-access concept at Maplewood Drive and Center Street to connect private commercial properties via a bridge, improving access management and traffic flow.¹
6. Reactivate the Town's request for use of Adaptive Traffic Signal Control (ATCS) technology to enhance the overall traffic signalization timing along the corridor to mitigate traffic congestion.

¹ The success of this Action Item is recognized as a priority of the Town Council. Town staff will actively support this initiative by providing regular updates and relevant information. Ultimately, it is within the Town Council's purview to leverage their collective influence to drive progress, whether through engagement with regional planning boards, the adoption of Resolutions, or other advocacy efforts aimed at achieving the desired outcomes.



Mobility

Improved mobility for all modes of transit.

US 1 Bridge: Monitor construction and impacts of the US 1 Bridge

1. Monitor bridge construction activity in order to ensure FDOT and contractor scope of work is realized.
2. Continue with public information effort to keep residents and businesses informed of schedules, impacts and milestones.
3. Monitor and provide updates as needed to the Town Council on FDOT landscape improvement commitments to pursue mitigation of adverse aesthetic impacts to Jupiter Cove.¹

South Island Way: Advance South Island Way.

1. Town Council to approve design and construction plans.
2. Identify opportunities for right-of-way (ROW) acquisition and roadway construction with proposed developments of nearby properties. Collaborate with owners of required ROW to secure necessary ROW.¹

¹ The success of this Action Item is recognized as a priority of the Town Council. Town staff will actively support this initiative by providing regular updates and relevant information. Ultimately, it is within the Town Council's purview to leverage their collective influence to drive progress, whether through engagement with regional planning boards, the adoption of Resolutions, or other advocacy efforts aimed at achieving the desired outcomes.



Green, Blue And Open Spaces

Continue beautification and natural areas; green spaces, parks, beaches and landscaping. Maintain Jupiter as a distinctive coastal community with open and natural environments.

Protect Open Spaces: Enhance access and use of green space by providing more open and natural areas for protection.

1. Monitor property-acquisition opportunities for additional natural areas and open spaces as they arise.

Protect Local Seagrass and the Loxahatchee River: Enhance the natural vegetation and promotion of our bluewater systems by evaluating and protecting our local seagrass beds and improve the water quality in the Loxahatchee River.

1. Enhance the treatment of stormwater runoff into Sawfish Bay by implementing advanced outflow treatment measures and living shoreline projects, to protect vital ecosystems and support seagrass restoration in the Town of Jupiter.
2. Continue collaboration with area agency and non-profit partners to leverage resources for seagrass protection.



Green, Blue And Open Spaces

Continue beautification and natural areas; green spaces, parks, beaches and landscaping. Maintain Jupiter as a distinctive coastal community with open and natural environments.

Anchored Vessels: Remove anchored and at-risk vessels from Jupiter's waterways.

1. Annually present an update to the Town Council on removal efforts and potential legislative opportunities.

Sustainability Plan: Develop a sustainability plan document for the Town.

1. Present the results of the Vulnerability Study to the Town Council during a roundtable discussion.



Unique, Small Town Feel

Maintain and enhance our vibrant small town feel by leveraging the unique combination of community, cultural and recreational assets that make Jupiter a special place to live and work.

Recreation Facility Master Plan: Develop a master plan for the Town's indoor and outdoor recreational facilities and parks in support of youth and adult recreation activities, and considering opportunities for emergency uses.

1. Complete a Recreation Master Plan to include current facilities, future, planned facilities, and partner facilities and opportunities (PBC, PBCSD/IMS).
2. Using the Recreation Master Plan as a guiding document, proceed with the construction and upgrades needed to address deficiencies and improve the Town's aging parks.
3. Explore a partnership with Palm Beach County to upgrade the West Jupiter Community Center and overall site to create more available indoor space.¹

¹ The success of this Action Item is recognized as a priority of the Town Council. Town staff will actively support this initiative by providing regular updates and relevant information. Ultimately, it is within the Town Council's purview to leverage their collective influence to drive progress, whether through engagement with regional planning boards, the adoption of Resolutions, or other advocacy efforts aimed at achieving the desired outcomes.



Unique, Small Town Feel

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Piatt Place: Determine future use and development plan for Town-owned property

1. Develop and approve a site plan for Riverwalk loop, kayak launch and park amenities.

Athletic Facility Usage: Develop athletic facility usage policies.

1. Formalize the athletic facility allocation process, including applications and policies for use, schedules, and fee parameters.

Maintenance Facility: Develop a master plan for the Town's Maintenance Facility property.

1. Develop and present a renovation and future use plan for Town's Maintenance Facility property or site.



Unique, Small Town Feel

Maintain and enhance our vibrant small town feel by leveraging the unique combination of community, cultural and recreational assets that make Jupiter a special place to live and work.

The Arts: Promote music and the arts.

1. Plan, develop, and successfully host the HarborFest event in collaboration with the Palm Beach North Chamber.

Community Webcams: Invest in web cams in the community so that others can enjoy all that Jupiter has to offer.

1. Select a contractor and develop an implementation and roll-out schedule of locations.

Baseball/Roger Dean Chevrolet Stadium

1. Complete field usage agreement.



Unique, Small Town Feel

Maintain and enhance our vibrant small town feel by leveraging the unique combination of community, cultural and recreational assets that make Jupiter a special place to live and work.

A1A and Beach Road Roundabout

1. Engage with the Art Committee to propose and develop a plan for a decorative and aesthetic element for the roundabout at A1A and Beach Road.

Historic Preservation

1. Continue efforts to collaboratively work with the Suni Sands property owner to respect and preserve the unique archeological and historic nature of portions of the site.



Organizational Excellence

Organizational governance; internal support and services.

Municipal Complex: Update and revise masterplan and continue improvements

1. Complete construction of a Town Council memorial located within the Town green.
2. Complete phase one construction of the Law Enforcement Memorial located at the Jupiter Police Department by May, 2025, and phase two by May, 2026.
3. Develop a strategy for aging infrastructure on the northeast quadrant and future plans for the northwest quadrant on the Municipal Complex.



Manage Growth

Plan for and manage growth, development and redevelopment to maintain Jupiter's small town feel and its integrity as a distinctive, vibrant coastal community.

Comprehensive Plan Revision: Revise Plan to reflect policy changes and updates.

1. Identify and prioritize sections within the comprehensive plan as it relates to workforce housing and transportation and take appropriate steps to update.
2. Continue to modify land use and zoning designations on key parcels, as identified through the 2023 EAR amendments approved by Town Council, through the Future land use map and rezoning process.

Areas of Local Importance: Explore designating distinct areas, or districts, of local significance throughout Jupiter.

1. Define and approve the Center Street/Alternate A1A Redevelopment Overlay Area.

2025-2027 Strategic Initiatives Timeline

The following pages detail a 3-year timeline of the Strategic Initiatives and their Action Plans. The Strategic Initiatives and Action Plans are listed by Strategic Result and categorized in the following way:



In progress

Strategic Initiatives or Action Plans currently underway or actively being worked on by staff.



Recurring

Strategic Initiatives or Action Plans that take place annually. Staff will continue to provide regular status updates.



Requires Town Council advocacy or outside agency action

Strategic Initiatives or Action Plans that depend on advocacy by the Town Council or actions by an outside agency.



New Action Item

Strategic Initiatives or Action Plans added during this cycle.

2025-2027 Strategic Initiatives and Timeline

				CY 2025				CY 2026				CY 2027				
Strategic Result	Initiative and Action Items			Lead Dept.	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4
 Safety		Fire Rescue Strategy		Fire Rescue												
		Receive COPCN certification.														
		Complete construction of two station locations and begin providing fire rescue services.														
		High Speed Rail		Engineering & Public Works												
		Work in partnership with the FEC and Brightline to ensure the timely completion of safety fencing sections included in the project scope of work. ¹														
		Secure quiet zone designation. ¹														
		Public Safety Training Facility		Police												
		Conduct an analysis to establish the scope and frequency of the use of training facilities owned by other agencies by JPD and JFRD to present to Town Council via a roundtable discussion.														
		Following the roundtable discussion and council input on the analysis conducted, develop a long-term training facility strategy.														
 Mobility		Vehicle & Pedestrian Traffic Management & Mitigation		Engineering & Public Works												
		Annually, by the end of the first quarter, present to Town Council a report on mitigation strategies and status of roadway projects across various agencies.														
		Pursue and secure project budget commitments from other agencies. ¹														
		Participate in Palm Beach County’s transportation master planning effort. ¹														
		Evaluate locations and complete construction of phase two of the pedestrian activated crosswalk project to include Longshore Drive and Central Blvd.														
		Develop a plan for education, training and new or modified regulations for electric bicycles.														
		Western Portion of Indiantown Road		Engineering & Public Works												
		Monitor and provide regular progress updates to the Town Council on the under-construction Indiantown Road Phase 1 eastbound and westbound auxiliary lane project to ensure alignment with traffic improvement goals and schedule. ¹														
		Monitor the design progress of the Indiantown Road Phase 2 eastbound (Central Blvd. to Chasewood Plaza) and westbound (from west of Mobil gas station to eastern end of Phase 1 work) auxiliary lane project. Maintain regular communication with FDOT to anticipate funding needs. ¹														
		Continue to encourage FDOT to fund the illustrative study and identify the project scope in order to implement design and construction of the intersection and roadway improvements on Indiantown Road from Central Blvd. to Maplewood Drive. ¹														
		Monitor the progress of the Project Development and Environment (PDE) phase for the intersection at Indiantown Road and Central Boulevard to include improvements to evaluate the feasibility and impact of a displaced left-turn design for enhanced traffic flow and safety. ¹														
		Support the evaluation of the Indiantown Road cross-access concept at Maplewood Drive and Center Street to connect private commercial properties via a bridge, improving access management and traffic flow. ¹														
		Reactivate the Town’s request for use of Adaptive Traffic Signal Control (ATCS) technology to enhance the overall traffic signalization timing along the corridor to mitigate traffic congestion.														

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In-Progress



Recurring



Requires Town Council Advocacy
or Outside Agency Action



New Action Item

2025-2027 Strategic Initiatives and Timeline

				CY 2025				CY 2026				CY 2027				
Strategic Result	Initiative and Action Items			Lead Dept.	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4
 Mobility	  	US 1 Bridge	Engineering & Public Works													
		Monitor bridge construction activity in order to ensure FDOT and contractor scope of work is realized.														
		Continue with public information effort to keep residents and businesses informed of schedules, impacts and milestones.														
		Monitor and provide updates as needed to the Town Council on FDOT landscape improvement commitments to pursue mitigation of adverse aesthetic impacts to Jupiter Cove. ¹														
	 	South Island Way	Engineering & Public Works													
		Town Council to approve design and construction plans.														
		Identify opportunities for right-of-way acquisition and roadway construction with proposed developments of nearby properties. Collaborate with owners of required ROW to secure necessary ROW. ¹														
 Green, Blue and Open Space		Protect Open Space	Planning & Zoning Finance													
		Monitor property-acquisition opportunities for additional natural areas and open spaces as they arise.														
	 	Protect Local Seagrass and the Loxahatchee River	Planning & Zoning													
		Enhance the treatment of stormwater runoff into Sawfish Bay by implementing advanced outflow treatment measures and living shoreline projects, to protect vital ecosystems and support seagrass restoration in the Town of Jupiter.														
		Continue collaboration with area agency and non-profit partners to leverage resources for seagrass protection														
		Anchored Vessels	Police													
		Annually, present an update to the Town Council on removal efforts and potential legislative opportunities.														
		Sustainability Plan	Utilities													
		Present the results of the Vulnerability Study to the Town Council during a roundtable discussion.														
 Unique, Small Town Feel	  	Recreation Facility Master Plan	Parks & Recreation													
		Complete a Recreation Master Plan to include current facilities, future, planned facilities, and partner facilities and opportunities (PBC, PBCSD/IMS).														
		Using the Recreation Master Plan as a guiding document, proceed with the construction and upgrades needed to address deficiencies and improve the Town's aging parks.														
	   	Explore a partnership with Palm Beach County to upgrade the West Jupiter Community Center and overall site to create more available indoor space. ¹														
		Piatt Place	Planning & Zoning													
		Develop and approve a site plan for Riverwalk loop, kayak launch and park amenities.														
		Athletic Facility Usage	Parks & Recreation													
		Formalize the athletic facility allocation process, including applications and policies for use, schedules, and fee parameters.														
		Maintenance Facility	Engineering & Public Works													
		Develop and present a renovation and future use plan for Town's Maintenance Facility property or site.														
	The Arts	Parks & Recreation														
	Plan, develop, and successfully host the Harborfest event in collaboration with the Palm Beach North Chamber.															

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New Action Item

2025-2027 Strategic Initiatives and Timeline

				CY 2025				CY 2026				CY 2027				
Strategic Result	Initiative and Action Items			Lead Dept.	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4
 Unique, Small Town Feel		Community Webcams	Information Systems													
		Select a contractor and develop an implementation and roll-out schedule of locations.														
		Baseball/Roger Dean Chevrolet Stadium	Finance													
		Complete field usage agreement.														
		A1A and Beach Road Roundabout	Police													
		Engage with the Art Committee to propose and develop a plan for a decorative and aesthetic element for the roundabout at A1A and Beach Road.														
		Historic Preservation	Planning & Zoning													
Continue efforts to collaboratively work with the Suni Sands property owner to respect and preserve the unique archeological and historic nature of portions of the site.																
 Organizational Excellence		Municipal Complex	Community Development													
		Complete construction of a Town Council memorial located within the Town green.														
		Complete phase one construction of the Law Enforcement Memorial located at the Jupiter Police Department by May, 2025, and phase two by May, 2026.														
		Develop a strategy for aging infrastructure on the northeast quadrant and future plans for the northwest quadrant on the Municipal Complex.														
 Manage Growth		Comprehensive Plan Revision	Planning & Zoning													
		Identify and prioritize sections with the comprehensive plan as it relates to workforce housing and transportation and take appropriate steps to update.														
		Continue to modify land use and zoning designations on key parcels, as identified through the 2023 EAR amendments approved by Town Council, through the Future land use map and rezoning process.														
		Areas of Local Importance	Planning & Zoning													
		Define and approve the Center Street/Alternate A1A Redevelopment Overlay Area.														

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In-Progress



Recurring



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New Action Item



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