



**AGENDA
TOWN OF JUPITER
TOWN COUNCIL MEETING
TOWN COUNCIL CHAMBERS
TUESDAY, JUNE 17, 2025
7:00 PM**

Call To Order

Invocation; Moment of Silence; and Pledge of Allegiance

ROLL CALL:

Mayor Jim Kuretski
Vice-Mayor Ron Delaney
Councilor Phyllis Choy
Councilor Dan Guisinger
Councilor Malise Sundstrom
Town Manager Frank Kitzerow
Town Attorney Thomas J. Baird

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

ORDER OF BUSINESS FOR QUASI-JUDICIAL HEARINGS:

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

PRESENTATION

1. Jupiter Fire Rescue Department (JFRD) 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. June 3, 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 HEARING

3. **Resolution 52-25** *Quasi Judicial* - Jupiter Community Park (JCP) Utility Building - Site plan application to construct a one-story electrical/ generator building with park restrooms located at 1201 Island Way.

PUBLIC BUSINESS

4. **Resolution 57-25**, Approving the Town of Jupiter 2025-2026 Community Development Block Grant (CDBG) Action Plan in the amount of \$312,843.
5. **Resolution 59-25**, Approving a Private Stormwater Improvement Grant Agreement with Jupiter Country Club HOA for \$35,285.
6. **Resolution 77-25**, FIND/ACOE Intracoastal Waterway Dredging Project – Temporary Work Area Easement Agreement within Carlin Park
7. Approving a purchase order utilizing state term contract No. 15100000-19-1 to Pro Energy Fleet Fueling, LLC (Pro Energy) for fleet and emergency standby generator fuel in an amount not to exceed \$450,000.
8. Approving a purchase order to Core & Main LP for Gate Valves and Associated Materials (W2509) for an amount of \$81,345.92.

REGULAR AGENDA

PUBLIC BUSINESS

9. Approving the 2025 appointments to the Town's Boards, Committees, and Countywide Organizations.

REPORTS

TOWN ATTORNEY

TOWN MANAGER

TOWN COUNCIL – LIAISON REPORTS AND COMMENTS

ADJOURNMENT

Town Council Future Meetings

July 1, 2025, 7pm - Town Council Chambers
July 15, 2025, 7pm - Town Council Chambers

NOTICE

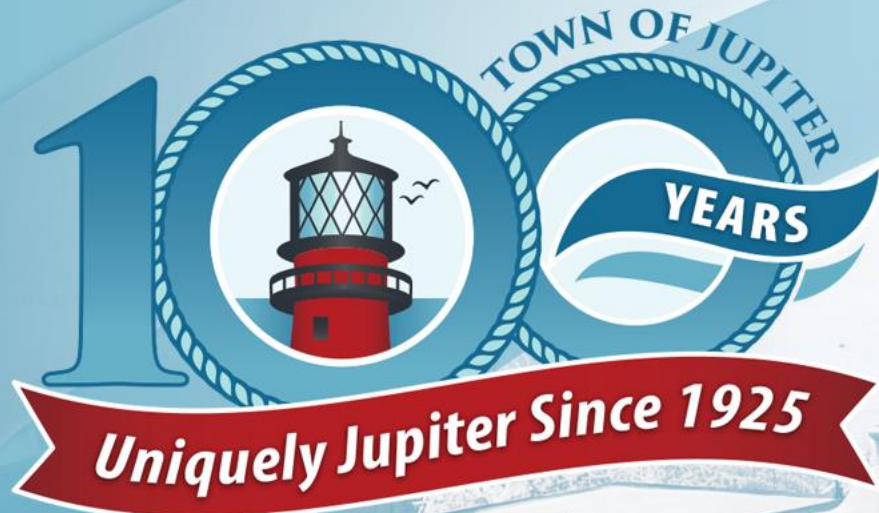
Town Council and CRA Meetings are now webcasted real-time and viewable on your computer or mobile device.
www.jupiter.fl.us/Live

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.

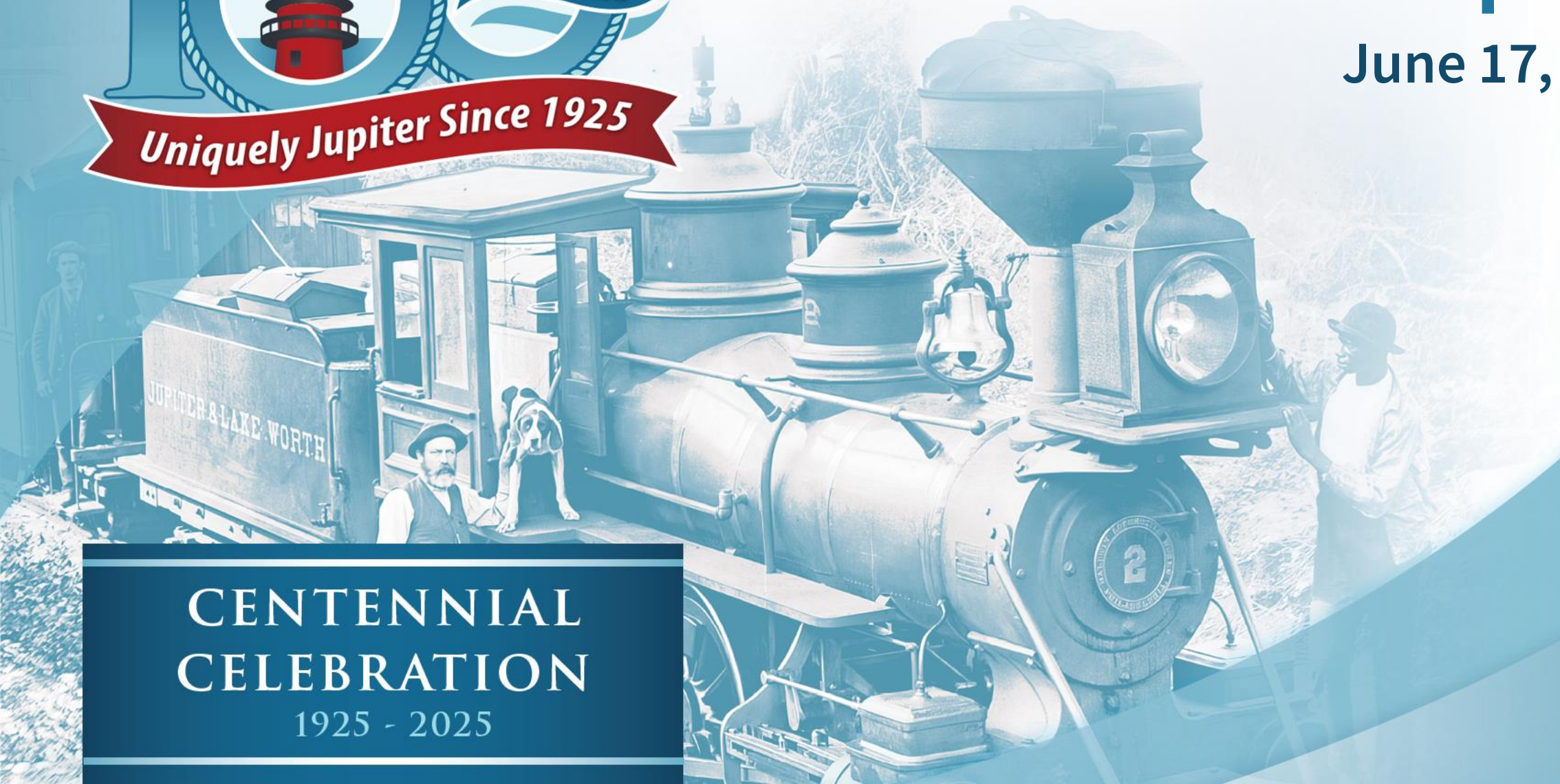
Note: Persons are advised that if they wish to appeal any decision made at this meeting, they will need a record of the proceedings and for such purpose, they may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is 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

Fire Rescue Update

June 17, 2025



CENTENNIAL
CELEBRATION
1925 - 2025

Jupiter Fire Rescue Update

- Next year, the Jupiter Fire Rescue Department will begin providing fire and emergency medical services to the community.
- Three items for tonight's update:
 - Jupiter Fire Rescue's Certificate of Public Convenience and Necessity (COPCN).
 - Transition Plan with Palm Beach County.
 - Construction of our two new fire stations.

Certificate of Public Convenience and Necessity (COPCN)

- Florida State Statute requires the Town to have a Certificate of Public Convenience and Necessity (COPCN) from the County.
- December 2024 - the Town submitted its application for a COPCN to PBC.
- March 20, 2025 - the PBC EMS Advisory Council unanimously recommended to the PBC Commission that the Town of Jupiter be granted a COPCN to provide EMS services within the Town.
- June 10, 2025 - the Palm Beach County Commission held a public hearing to consider our application.

Transition Plan

- The Town believes that the public interest is promoted by implementing a transition plan between Jupiter and the County for the provision of fire-rescue and emergency medical services.
- The community will not be served by a flip of the switch transition at midnight.
- The Town has proposed a 60-day transition plan to PBC, including joint response, joint training, sharing of data and information, and automatic/mutual aid.

Fire Station Construction

- Construction is underway for the Town's new Fire Stations at Piatt Place and adjacent to Cinquez Park.
 - Underground utilities site work beginning at Piatt Place, with vertical construction to begin soon.
 - Access road at Cinquez Park is open. Underground utilities site work is beginning soon.
 - Both stations are on schedule to be substantially completed by April 2026.

The Jupiter Fire Rescue Department remains on schedule and on budget.





**FINAL MINUTES AND AGENDA
TOWN OF JUPITER
TOWN COUNCIL MEETING
TOWN COUNCIL CHAMBERS
TUESDAY, JUNE 3, 2025**

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

ROLL CALL: Mayor Jim Kuretski; Vice-Mayor Ron Delaney; Councilor Malise Sundstrom; Town Manager Frank Kitzerow; Town Attorney Thomas J. Baird and Deputy Town Clerk Stephanie Proffer. Councilor Phyllis Choy was absent.

1. Installation and Swearing-in of Council Member Dan Guisinger by Town Attorney Thomas J. Baird.

Town Attorney Baird swore in Councilor Guisinger.

Councilor Guisinger thanked his family and Council. He also expressed his appreciation for the opportunity to serve.

PROCLAMATION

2. Code Enforcement Appreciation week - June 2 - 6, 2025– Mr. Chris Ailes, Code Compliance Supervisor.

Mayor Kuretski presented the proclamation to Mr. Chris Ailes, Code Compliance Supervisor and the Code Compliance Department.

Mr. Ailes thanked Council and stated the Code Compliance department was pleased to serve the Town.

CITIZEN COMMENTS

Mr. Brett Leone, resident of Barbados Drive, congratulated Councilor Guisinger on his appointment. He recognized the Jupiter Police Department (JPD) for their prompt response to a recent incident in the Island of Abacoa. He also asked Council to look into the photometrics at key intersections and traffic lights within the Town.

Ms. LeAnne Labeck, resident of Carver Avenue, thanked Deputy Fire Chief Shaw for reaching out to her regarding her recent concerns. She also stated she understood the webcams at Cinquez park were intended to display the beauty of the park, however she expressed numerous concerns regarding safety issues.

Ms. Carol Watson, resident of Chasewood Drive, congratulated Councilor Guisinger and asked Council to attend Citizen Advisory Group (CAG) meetings.

MINUTES

3. May 20, 2025 Town Council Meeting Minutes.

Councilor Sundstrom moved to approve May 20, 2025 Town Council Meeting Minutes, as amended; seconded by Vice-Mayor Delaney; motion passed.

Kuretski
Yes

Delaney
Yes

Guisinger
No

Sundstrom
Yes

CONSENT AGENDA

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

- Councilor Sundstrom pulled item 4.

Vice-Mayor Delaney moved to approve the Consent Agenda, as amended; seconded by Councilor Guisinger; motion passed.

Kuretski
Yes

Delaney
Yes

Guisinger
Yes

Sundstrom
Yes

PUBLIC BUSINESS

4. Approving the purchase of a firefighting brush truck and fire equipment in the amount of \$463,721. **MOVED TO REGULAR AGENDA**
5. Approving a purchase order to Duval Ford for five (5) Fire Command Staff vehicles in the amount of \$312,504.00.
6. Approving a purchase order to MES to purchase three sets of Hurst hydraulic extrication tools in the amount of \$139,185.00.
7. Approving contract EPW 2025-22 with Thompson Consulting Services, LLC, for Disaster Debris Management and Support Services, piggybacking on the Solid Waste Authority's Agreement No. 22-202 Amendment 1.
8. Approving Town Council First Budget Workshop Meeting, Wednesday, June 18, 2025 at 6:00 PM.
9. Approving a three (3) year license renewal for VMware Virtual Host Software in the amount of \$320,928.03.

END OF CONSENT AGENDA

ITEMS REMOVED FROM CONSENT AGENDA TO REGULAR AGENDA

4. Approving the purchase of a firefighting brush truck and fire equipment in the amount of \$463,721.

Councilor Sundstrom asked Ms. Satu Oksanen, Neighborhood Services Manager, how it came about for the Town to use Community Development Block Grant (CDBG) funds for a fire brush truck and the history of CDBG.

Ms. Oksanen explained that CDBG was a federal program where the Town received \$300,000 annually to be used for low to moderate income residents. She said since 2012 the Town had its own program, and it met yearly with its shareholders to find worthy and eligible projects. She stated that in the past, the Town used the program to grant athletic scholarships, watermain replacements, refurbishment of a soccer field, sidewalk improvements and numerous others.

Ms. Oksanen noted that every year the Town had the opportunity by the federal government to utilize the funds to better the community. She stated there was a rule in the CDBG program that each year you have to be in an acceptable expenditure rate and noted that during the pandemic the Town had fallen behind in various construction projects and the Town was trying to catch up. She explained there was a problem with not being able to spend fast enough. She noted a task force meets monthly to discuss projects, and they were looking to see how they could use some of the unused funds from previous years. She said they quickly brainstormed how they could use those funds to do something for public safety.

Councilor Sundstrom asked what the deadline was for using the money.

Ms. Oksanen stated it was August 2nd.

Councilor Sundstrom said the federal government reimburses the Town and does not place it in a bank account where the Town could use it. She noted the federal government had to review and approve the use before funding. She stated only a percentage of the funding was coming out of CDBG.

Councilor Sundstrom said in the study with the consultant showed brush trucks at Fire Stations 16 and 19, and noted one received much more use than the other. She asked how the brush truck came into play and was Cinquez Park was the most strategic location.

Mr. Kevin Martin, Fire Division Chief of Logistics, stated the Fire Department was approached with ability to provide a much-needed piece of equipment and noted the Town could receive the truck within a month and use it during hurricane season. He explained it was normally a two to three-year wait time for these vehicles and we were lucky enough to secure the brush truck at 2025 prices. He said they were purchasing items strategically for this location because of its proximity to the expressways.

ITEMS REMOVED FROM CONSENT AGENDA TO REGULAR AGENDA

4. Approving the purchase of a firefighting brush truck and fire equipment in the amount of \$463,721.

Councilor Sundstrom said she remembered speaking to Fire Chief Donatto saying he wanted to add one and believed that the location would receive more calls.

Mr. Stephen Shaw, Deputy Fire Chief, stated there was 2.5 percentage of more brush fires at Fire Station 19 than Fire Station 16.

Councilor Sundstrom moved to approve the purchase of a firefighting brush truck and fire equipment in the amount of \$463,721; seconded by Vice-Mayor Delaney; motion passed.

Kuretski
Yes

Delaney
Yes

Guisinger
Yes

Sundstrom
Yes

REPORTS

TOWN ATTORNEY-

- Councilor Guisinger – Mr. Baird Congratulated Councilor Guisinger.
- Sperry Property – Mr. Baird stated Friday would be scheduled mediation where the Town Manager would be the Town's representative. He discussed meeting individually with Council members.
- Happy Birthday - Mr. Baird wished his son a Happy Birthday.

TOWN MANAGER-

- Quiet Zones – Mr. Kitzerow provided an update on the Town's quiet zone designations and explained they have worked on completing a list of items the Federal Rail administration (FRA) provided and were down to five items. Mr. Kitzerow said when the remaining five items were finished the FRA would do a final inspection and issue the designation.
- Employee Anniversary – Mr. Kitzerow acknowledged Mark Shephard from Engineering and Public Works Department who celebrated 35 years of service.
- Employee of the Quarter – Mr. Kitzerow congratulated the Employee of the Quarter, Lilian Cain from the Building Department.
- Employee Recognition – Mr. Kitzerow acknowledged Lindsay Canonico who received the Police Department Community Service Award and Private First-Class Ryan Ferguson of the Jupiter Police Department received the 2025 Alumni of the Year for the take stock in children Palm Beach County program.
- Club 20 – Mr. Kitzerow said the town would hold the annual Club 20 celebration to recognize employees with 20 or more years of service and noted there were 96 members in total.

REPORTS

TOWN MANAGER-

- Jupiter Community Park – Mr. Kitzerow said tomorrow the Town would celebrate the groundbreaking of the playground.
- Summer Camp – Mr. Kitzerow said there were 340 children participating in this year's camp.
- Town Green – Mr. Kitzerow noted that the Town Green was officially open and thanked Roger Held and the contractors for moving the project forward.
- Code Compliance Department – Mr. Kitzerow acknowledged code compliance supervisor Chris Ailes and his team for all their hard work.

TOWN COUNCIL – LIAISON REPORTS AND COMMENTS – VICE-MAYOR DELANEY

- Councilor Guisinger – Vice-Mayor Delaney congratulated Councilor Guisinger and noted all the work he did on Planning and Zoning Commission.
- Jupiter Police Department - Vice-Mayor Delaney acknowledged the response to the recent Abacoa incident that resulted in no injuries.
- Code Compliance Department - Vice-Mayor Delaney thanked the department.

COUNCILOR SUNDSTROM

- Jupiter Police Department – Councilor Sundstrom agreed with Vice-Mayor Delaney and acknowledged how well the department handled the recent situation.
- Code Compliance Department – Councilor Sundstrom mentioned she contacted the department frequently and recognized the work Mr. Ailes had done in the department to change the Code to take on more work not only in residential but with commercial properties. She said she was grateful for him and his team.
- Councilor Guisinger – Councilor Sundstrom welcomed Dan Guisinger to Town Council.

COUNCILOR GUISINGER

- Code Compliance Department – Councilor Guisinger agreed with Council and noted they had a unique job and thanked them for all they did for the Town.

TOWN COUNCIL – LIAISON REPORTS AND COMMENTS –
MAYOR KURETSKI

- Code Compliance Department – Mayor Kuretski agreed with the sentiment from the rest of Council and was grateful for the Code Compliance team.
- Jupiter Police Department – Mayor Kuretski noted several incidents as of late that the JPD acted on quickly to protect the public and he was grateful for them.
- Councilor Guisinger – Mayor Kuretski welcomed the new Councilor.
- Quiet Zones – Mayor Kuretski said he appreciated the update and he has remained in contact with Brightline. He asked when FRA issued the final ruling it was up to Brightline to accept.

Mr. Kitzerow said yes.

- Safety Fencing – Mayor Kuretski said he had been relentlessly pursuing for years and noted raised fencing would start in Palm Beach County in quarter one of 2026 if the federal grant was executed this month. He noted Council felt that was an area that needed to be addressed for proper public safety and was anxious for that to start in quarter one next year.

Vice-Mayor Delaney asked if the fencing was tied to the quiet zone in Jupiter

Mayor Kuretski said no it was not but felt it was an important safety attribute.

ADJOURNMENT – 7:48 P.M.

Stephanie Proffer, Acting Town Clerk

TOWN OF JUPITER
Jupiter Community Park (JCP) Utility Building Site Plan



DATE	June 17, 2025
TO	Honorable Mayor and Members of Town Council
THRU	Frank Kitzerow, Town Manager
FROM	John Sickler, Director of Planning and Zoning
SUBJECT	<u>Jupiter Community Park (JCP) Utility Building</u> – Site Plan application to construct a one-story electrical/generator building with park restrooms located at 1201 Island Way.

EXECUTIVE SUMMARY

Consideration of a site plan application to construct a one-story electrical/generator room building with park restrooms and park storage located at 1201 Island Way.

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

ANALYSIS

The proposed 2,526 square-foot electrical/generator building will provide primary and back-up power to the Town's raw water supply wells located north of Indiantown Road. The building will also provide public restrooms for park patrons and a 513 square foot storage room for park staff.

The proposed electrical/generator building is located within the southern 7.69± acre area of the 103± acre Jupiter Community Park. Since the time of the park's original approval, four additional parcels have been purchased by the Town, expanding the park. A proposed condition of approval requires the five parcels be unified as part of the park property.

PLANNING AND ZONING RECOMMENDATION:

At the May 13, 2025 meeting, the Planning and Zoning Commission recommended approval (by a 7-0 vote) of the Site Plan application with additions to the Staff recommended conditions to include safety devices at the new building and to remove the abandoned mobile home located in the western portion of the project subject area.

Staff has coordinated with Utilities and Parks and Recreation staff on these conditions and has included the condition for the safety equipment, but has not included the condition related to the abandoned mobile home. The trailer removal will be addressed separately, since it is located outside the scope of the utility project. If the Town Council determines the abandoned trailer should be removed concurrent with the proposed project, a condition will need to be added to Resolution 52-25.

STRATEGIC PRIORITY

- Manage Growth

ATTACHMENTS

1. Resolution 52-25
2. Staff Report and Attachments
3. Plans
4. Presentation

FUNDING SOURCE

*Funding is not necessary for this request.

For more information or copies of the attachments, please contact Jenna Johnston at jennaj@jupiter.fl.us or 561-741-2589.

RESOLUTION NO. 52-25

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF JUPITER, FLORIDA, APPROVING A SITE PLAN AUTHORIZING THE CONSTRUCTION OF A ONE-STORY ELECTRICAL/GENERATOR BUILDING AND RESTROOMS WITHIN JUPITER COMMUNITY PARK LOCATED AT 1201 ISLAND WAY; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE REPEAL OF LAWS IN CONFLICT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Town of Jupiter is the owner ("the Owner") of an approximately 7.69± acre portion of property within Jupiter Community Park ("the subject property"); and,

WHEREAS, the legal description of the subject property is attached hereto and incorporated herein as Exhibit A; and,

WHEREAS, the subject property's address is 1201 Island Way; and,

WHEREAS, Kimley-Horn and Associates, Inc. ("the Agent") submitted an application for a site plan to authorize the construction of a one-story, 2,526 square-foot electrical/generator building, restrooms and an area for storage upon the subject property ("the Application"); and,

WHEREAS, the Planning and Zoning Commission reviewed the Application, conducted a public hearing to consider it and has presented its recommendations to the Town Council; and,

WHEREAS, the Town Council conducted a quasi-judicial hearing to consider the Application; and,

WHEREAS, at its hearing the Town Council considered the evidence presented to it by the Town's Planning & Zoning Department, and the Town's Agent and other interested parties and members of the public, regarding the Application's consistency with the Town's Comprehensive Plan and whether the Application meets the Land Development Regulations of the Town Code; and,

WHEREAS, the Town Council has determined that the conditions which are incorporated into Section 3 are necessary for the Application to be consistent with the Town's Comprehensive Plan and to meet its Land Development Regulations.

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

Section 1. The whereas clauses are incorporated herein as the findings of fact and conclusions of law of the Town Council.

Section 2. The Town Council hereby approves the Application authorizing the construction of a one-story, 2,526 square-foot electrical/generator building which also contains restrooms and a storage area on the subject property.

Section 3. The Owner and its successors or assigns shall comply with and maintain the following conditions:

- 1) The Owner shall install and maintain all improvements in compliance with the following:
 - a) Site Plan and details, prepared by Kimley Horn, referenced as "Sheet C1", dated 05/05/25, received and dated by the Department of Planning and Zoning on 05/06/25.
 - b) Landscape Plan and details, prepared by Kimley Horn, referenced as "Sheet L1", dated 05/05/25, received and dated by the Department of Planning and Zoning on 05/06/25.

- 62 c) Elevations prepared by Song & Associates, referenced as “Sheets A-501 and A-
63 502”, received and dated by the Department of Planning and Zoning on 05/06/25.
- 64 d) Civil Plans prepared by Kimley Horn, referenced as “Sheets G-1, C-1, C-2, C-3,
65 C-6, and C-7”, dated 05/05/25, received and dated by the Department of
66 Planning and Zoning on 05/06/25.
- 67 e) Statement of Use, prepared by Kimley Horn, dated 03/03/25, received and dated
68 by the Department of Planning and Zoning on 03/04/25.
- 69 f) Traffic Statement, prepared by Kimley Horn, dated 5/19/25, received and dated
70 by the Department of Planning and Zoning on 5/19/25.
- 71 2) The uses conducted on the subject property shall be consistent with the Statement of
72 Use, dated 03/03/25, received by the Department of Planning and Zoning on 03/04/25.
- 73 3) Any revisions to the Site Plan, Statement of Use, or other details submitted as part of the
74 Application, including but not limited to the location of the proposed improvements or
75 additional, revised or deleted colors, materials, or structures, or changes to the use shall
76 be submitted to the Department of Planning and Zoning (the Department) and shall be
77 subject to its review and approval.
- 78 4) **Site Plan.** Upon the submission of the final plans, the Owner shall unify the five parcels
79 that make up what is known as Jupiter Community Park, which shall be subject to review
80 and approval of the Town Engineer.
- 81 5) The Owner shall coordinate with the Jupiter Fire Rescue Department and Parks and
82 Recreation Department to incorporate and maintain appropriate safety equipment.
- 83 6) **Miscellaneous.** The placement of any type of vending machines or units which
84 dispense food, beverages, candy, merchandise, products, goods, handbills, or
85 advertising magazines on the exterior portions of the subject property within public view,
86 is prohibited.

87 7) The conditions of approval herein shall apply to the Owner and its successors and
88 assigns

89 **Section 4.** The Town Manager is hereby authorized to execute a unity of title to unify
90 the five separate Town owned properties that constitute the Jupiter Community Park into a
91 single property in accordance with the conditions noted in Section 3 above.

92 **Section 5.** Should any section or provision of this resolution, or any portion thereof,
93 including any paragraph, sentence, or word, is ever declared by a court of competent jurisdiction
94 to be invalid, such decision shall not affect the validity of the remaining portion of this resolution.

95 **Section 6.** This resolution shall become effective upon its execution.

96 Attachments: Exhibit "A" – Legal Description

97
98 #6183170 v1 26503-00001

LEGAL DESCRIPTION

The south 265.00 feet of the west half of the southeast quarter of Section 33, Township 40 South, Range 42 East, Palm Beach County, Florida, lying east of Island Way. Said parcel being described as follows:

BEGINNING at the southeast corner of said west half of the southeast quarter of Section 33; thence North 89°30'50" West along the south line of said southeast quarter, 1257.59 feet to the east right-of-way line of Island Way, as recorded in Official Records Book 15807, Page 654, Public Records of Palm Beach County, Florida, being a non-tangent curve, concave to the east, having a radius of 1950.00 feet, from which a radial line bears North 84°28'12" East; thence Northerly, along said east right-of-way, through a central angle of 5°39'45", an arc distance of 192.71 feet to the Point of Tangency; thence North 00°07'56" East, 72.66 feet to the north line of the south 265.00 feet of aforesaid west half of the southeast quarter of Section 33; thence South 89°30'50" East along said north line, 1266.85 feet to the east line of said west half; thence South 00°04'36" West along said east line, 265.01 feet to the POINT OF BEGINNING.

Said parcels combined contain 335,140 square feet (7.6938 acres), more or less.

**Town of Jupiter Staff Report for Jupiter Community Park (JCP) Utility Building
Site Plan
TOWN MANAGER'S OFFICE**



DATE: June 17, 2025
TO: Honorable Mayor and Members of Town Council
THRU: Frank Kitzerow, Town Manager
FROM: John Sickler, Director of Planning and Zoning
SUBJECT: **Jupiter Community Park (JCP) Utility Building** – Site Plan application to construct a one-story electrical/generator building with park restrooms located at 1201 Island Way.

Res. #52-25
 PZ 24-6273
 J. Johnston

P&Z Commission: 05/13/25
 Town Council: 06/17/25 (quasi-judicial)

Project Information

Project Name:	Jupiter Community Park (JCP) Utility Building
Owner/Applicant:	Town of Jupiter
Agent:	Kimley-Horn and Associates
Location:	1201 Island Way (south parcels of Jupiter Community Park along Church Street now known as Edna Runner Way)
Property Area (Project Boundary):	7.69 ± acres
Future Land use designation:	Recreation
Zoning:	Public/Institutional (PI)
Existing uses:	Community Park Open Space and Well site
Proposed uses:	Electrical/Generator Building with Park Restrooms
Request:	A Site Plan to construct a one-story, 2,526 square-foot building to serve as an electrical/generator room, park restrooms and park storage, providing power to the building and the Town's raw water supply wells, restrooms, and storage (see Attachment A).

Staff Update (06-10-25)

Since the Planning and Zoning Commission meeting, staff has followed up with the Utilities and Parks and Recreation departments related to the recommended conditions for safety equipment and removal of the abandoned trailer. The Parks and Recreation Department confirmed that plans are underway to include the addition of Automated External Defibrillators (AED's) at all Town parks. The condition related to this recommendation has been included in Resolution 52-25.

As it relates to the abandoned trailer, Utilities and Parks and Recreation staff will address this separately since the trailer is located outside of the scope of the utility project. If the Town Council determines the abandoned trailer should be removed concurrent with the proposed project, a condition will need to be added to Resolution 52-25.

In addition to the formal recommendations of the Planning and Zoning Commission, there was a concern regarding the proposed design of the park restroom and the lack of bike racks. Staff coordinated with the Parks and Recreation Department who clarified that they would prefer the restroom design as originally proposed, and they would not recommend a bike rack due to the location of the restroom being more remote from the park activities for the time being.

Planning and Zoning Recommendation

At their May 13, 2025 meeting, the Planning and Zoning Commission, recommended **approval** (by a 7-0 vote) of the Site Plan application with additions to the Staff recommended conditions to include safety devices at the new building and to remove the abandoned mobile home located in the western portion of the project subject area.

Staff Compliance Review Summary

Staff reviewed the applicant's request (see Attachment A – Statement of Use) and determined the application will be in compliance with the Town Code, subject to the conditions of approval recommended in **Resolution 52-25**.

Project Data

Pertinent site plan data and information in reference to the application is listed below. All data is based on the property area (project boundary) as depicted on the Site Plan:

Table 1: Adjacent Properties

Direction	Existing Land Uses	Future Land Use Zoning Districts
North	Park (Jupiter Community Park)	Recreation / Public/Institutional (PI)
South	Preserve (Washington Street Preserve)	Conservation / Conservation Preservation (CP)
East	Palm Beach County Single-Family Residential / Day Care (Edna Runner)	Palm Beach County Medium Residential, 5 Units per Acre / Single Family Residential (RS)
West	Single-Family Residential (Rialto)	Low Density Residential / Rural Residence (RR)

Table 2: Site Plan

	Public/Institutional (PI) District requirements	Owner's proposal¹
Minimum width	100 feet	679 feet
Minimum site depth	100 feet	265 feet
Minimum front (West) setback	50 feet	537.2 feet
Minimum rear (East) setback	15 feet	679 feet
Minimum interior (South) side corner setback	25 feet (per structure)	37.3 feet
Minimum interior (North) side setback	15 feet (per structure)	140.4 feet
Maximum building height	50 feet	19.1 feet
Maximum lot coverage	40 percent	0.75 percent
Minimum green space	30 percent	97.55 percent

Table 3: Landscaping

	Minimum requirements	Owner's proposal
Perimeter trees (quantity)	9 Trees (1/25 LF)	5 Trees & 12 palms
Foundation Perimeter Planting (Linear Feet)	84 LF	84 LF
Foundation Planting (square feet)	336 SF	336 SF
Native trees, shrubs, and groundcovers	50%	100%

Table 4: Parking

Parking requirements	Required	Provided
Electrical Building	1	2
Handicapped parking spaces	1	1
Total parking spaces	2	3

Table 5: Stormwater Management

Drainage Statement	Applicant's proposal
Satisfies Town of Jupiter Requirements	Yes

Background and History

The subject project area is the southern 7.69± acre area within the 103± acre Jupiter Community Park. This area includes part of the park's open space and a Town well site, which is generally at the western terminus of Edna Runner Way (f/k/a Church Street). The proposed 2,526 square-foot electrical/generator building will provide primary and back-up power to the Town's raw water supply wells located north of Indiantown Road. The building will also provide public restrooms for park patrons and a 513 square foot storage room for park staff.

The park received site plan approval for 94-acres in 1989. Since that time, the Town has purchased four additional parcels, resulting in the park totaling approximately 103 acres. These parcels have not gone through a Unity of Title or replat process and a site plan has not been submitted to amend the park's original approval to incorporate them.

Analysis

This section analyzes the land development regulations and notes the application's inability or ability to satisfy all applicable development provisions of the Town Code and Comprehensive Land Use Plan (CLUP). The analysis is as follows:

¹ Proposed in 7.69 ± acre property area (project boundary) as noted on the Site Plan

Comprehensive Land Use Plan (CLUP) Consistency. The proposed development is consistent with the Comprehensive Plan. This proposed facility supports well sites, as well as provides public restrooms and storage in service of the existing park. It is important to note Policy 4.1.3 of the Transportation Element of the Town's Comprehensive Plan states that "the Town shall protect the Limestone Creek neighborhood and discourage any connection of Church Street to Island Way."

Site Plan. The proposed site plan is in conformance with the requirements of Chapter 27, entitled "Zoning", subject to meeting the staff recommended conditions. The proposed electrical/generator building will provide primary and back-up power to the Town's raw water supply wells located north of Indiantown Road. It will also provide a men's and women's restroom for use by park visitors and additional storage for park staff. The proposed design provides a mulch pedestrian path connecting park amenities to the restrooms and trash cans for park patrons. The building is compatible with the character of existing buildings within the park, and designed consistent with their mass, height, and architectural language.

As discussed, the park is comprised of five parcels that have not been unified as part of the park's expansion. Staff recommends a condition of approval **requiring the five parcels be unified as part of the park property**. A Master Plan update is underway by the Parks and Recreation Department, which can incorporate these changes.

Parking. The proposed development is in conformance with Chapter 27, Article XI, Division 32, entitled "Parking Regulations". The Town Code does not provide a minimum number of parking spaces for an electrical/generator building. Pursuant to Section 27-2828(Table1), for uses not listed the number of spaces is to be determined by the Director of Planning and Zoning or in the case of a major site plan review, the Town Council. The agent conducted a parking needs analysis of the proposed use and identified a maximum parking demand of one standard space as well as one ADA space. Based on Staff's review of other well sites around Town, the provided parking is adequate. Staff is deferring the decision on the number of parking spaces to the Town Council, as is typical with public hearing items.

It is important to note that parking is not commonly provided at well sites and maintenance areas. Typically, well sites and maintenance areas utilize flexible open parking areas which allow for maintenance personal to park close to the facilities. While not typical, the applicant has formalized parking with a total of three spaces, one standard space more than what was determined necessary from the parking demand study.

Landscaping. The proposed development is in conformance with Chapter 23, entitled, "Landscaping". Landscaping has been proposed around the perimeter of the electrical/generator building and within a 10' wide landscape buffer along the access road. The selected plant materials are consistent with the plant types found in the park and surrounding area.

As part of the function of the electrical/generator building, a silencer is located on the exterior of the building facing the access road. The applicant provided a 10' landscape buffer along the southern portion of the project area to screen the equipment from the right of way, which could become street frontage. Per Section 23-74, all mechanical and electrical equipment shall be screened from public view. To accommodate the potential road extension, the landscape buffer was designed to screen the silencer.

Architecture. The proposed development is in conformance with Chapter 27, Article 11, Division 5, entitled, "Architectural and Community Appearance Standards". The proposed building matches the style, materials, and colors of the existing buildings in the park.

Traffic. The proposed application is in conformance with the Town's traffic performance standards (see Attachment B). Due to the use generating an insignificant number of trips, the Town's Traffic Engineer agreed it did not need Palm Beach County Traffic review.

Site Plan Criteria.

Section 27-175, contains minimum criteria for review of all site plan applications processed. Upon review of the 12 criteria in Section 27-175, staff finds that the Applicant has met 12 of the 12 criteria.

The proposed electrical/generator building is consistent with the Comprehensive Plan and Town Code and has been designed to be compatible with the character of the existing park buildings and landscape. The proposed electrical/generator building has been designed to meet the needs of both the wellfield site as well as the park patrons and staff, maximizing the remainder of the property for public access and park use.

Attachments:

Attachment A – Statement of Use
Attachment B – Traffic Impact Statement

* Please contact Jenna Johnston at jennaj@jupiter.fl.us or 561-741-2589 in order to obtain a copy of the proposed plans or any attachments.

File Path: V:\PlanningZoning\Staff\WP51\Signature - TC\2025\June 17\Jupiter Community Park (JCP) Utility Building - Site plan\2025.6.17 TC Staff Report.docx June 9, 2025



Statement of Use

Date: March 3, 2025
 Project: Town of Jupiter / Island Way Electrical Building
 Location: 3377 Church Street, Jupiter, FL 33458

Introduction

On behalf of the Town of Jupiter, the applicant, we are requesting approval for construction of an approximately 2,526 gross square foot building to serve as an electrical room and generator room that will provide primary and back-up power to the Town's raw water supply wells located north of Indiantown Road. The building also includes a men's and women's restroom for future use by visitors of Jupiter Community Park and a 513sf storage room/garage for park staff.

Project Contact:

Kimley-Horn and Associates, Inc.
 Jason Lee, P.E.
 1920 Wekiva Way, Suite 200
 West Palm Beach, FL 33411
 Phone: 561-840-0256
 Email: jason.lee@kimley-horn.com

Project Description

The subject site has a current zoning of PI – Public/Institutional District. The proposed construction is in conformance with the zoning district requirements and is consistent with adjacent buildings and uses.

The FIRM maps have consistently listed this site as Flood Zone X which is outside the 500-year flood. The local drainage design described in the original SFWMD remains valid.

The site area proposed for construction incorporates a portion of the Jupiter Community Park that currently exists as open space at the south side of the park.

The proposed construction includes a one-story building of approximately 2,526 gross square feet. The facility will contain the following spaces and uses:

Ground Floor

- Generator Room
- Electrical Room
- Storage Room with Garage Door
- Male and female restrooms

Parking

Kimley Horn conducted a parking needs analysis of the proposed electrical building. The analysis identified a maximum parking demand of 1 space to serve the electrical building. The analysis also identified that 1 ADA parking space is required for the electrical building.

Parking throughout the phases of construction will be provided as follows:

	Required Parking	Provided Parking	Required ADA Parking	Provided ADA Parking
Electrical Building	1	3 (total including ADA parking)	1	1

Site Elements

Vehicular + Pedestrian Circulation

The design provides easy access to existing parking on the east side of the Electrical Building. Pedestrian access will be provided by sidewalks along the north, east and south sides of the Electrical Building.

Landscaping

Landscaping will be provided around the perimeter of the Electrical Building and includes a 10' wide landscape buffer along the south side of the project area which fronts the Church Street right-of-way. Plant material has been selected to match the existing landscaping used around the Jupiter Community Park. Irrigation for proposed plantings will be provided by a proposed well and pump.

Architecture

The architectural character and design align with the existing JTAA Building located on the north side of the JCP soccer fields. The vernacular includes a hip roof with asphalt shingles and load bearing concrete masonry walls with a stucco finish. The colors of the building are proposed to be nearly identical to the JTAA Building and will maintain a neutral palette.

Site Plan Criteria

The proposed building is compatible with the character of the existing buildings with the Jupiter Community Park. The building is designed to provide an adequate and accessible electrical building and generator room to provide both primary and back-up power to the Town's raw water supply wells. The electrical building will not be staffed with only occasional trips to the site for maintenance purposes. The building was designed consistent with the mass, height and architectural language of the existing buildings with Jupiter Community Park.

Traffic

A traffic study conducted in accordance with the Countywide Traffic Performance Standards Ordinance of Palm Beach County and dated May 14, 2024 has been included with the submittal.

Waivers

No waivers are requested at this time.

Conclusion

The Applicant looks forward to working with Staff to respond to any questions or issues that might arise from your review.

K:\WPB_Civil\044001261 Island Way Wells\Permit\Site Plan\2025.02.27 - Resubmittal_Working\2025.03.03_Island Way Electrical Building and Restrooms - Statement of Use.docx



May 19, 2025

Amanda Barnes, P.E.
Assistant Director of Utilities, Town of Jupiter
210 Military Trail
Jupiter, FL. 33458

**RE: *Town of Jupiter Electrical Building
Traffic Assessment
Church Street Jupiter, Florida***

Kimley-Horn and Associates, Inc. was retained to prepare a traffic impact statement for the proposed electrical building at the Island Way Wellheads site. The site is located on the north side of Church Street, just west of Washington Street, in the Town of Jupiter, Florida. The proposed electrical building will serve the Town of Jupiter Utilities northern wellfield which will be located in the southern half of the Jupiter Community Park. The electrical building will not have any employees located at the site.

Although the *Institute of Transportation Engineers (ITE)* does not publish trip generation data for electrical buildings, trip generation rates for similar facilities are generally based on building square footage or the number of facility employees. Although the proposed electrical building will increase the building square footage of the site, it is intended to be an unmanned facility with only occasional visits for maintenance purposes; Hence, no additional trips are to be proposed as part of this project and the proposed electrical building will not impact the surrounding roadway network.

The foregoing analysis demonstrates that the proposed electrical building addition to the existing Jupiter Community Park site will not impact the surrounding roadway network. Should you have any questions regarding this statement please contact me at (561) 840-0852 or Stephanie.Guerra@kimley-horn.com

Sincerely,

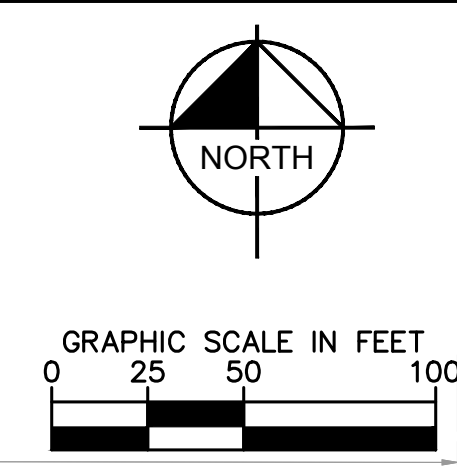
KIMLEY-HORN AND ASSOCIATES, INC.



Digitally signed by
Stephanie A Guerra
Date: 2025.05.19
10:59:42 -04'00'

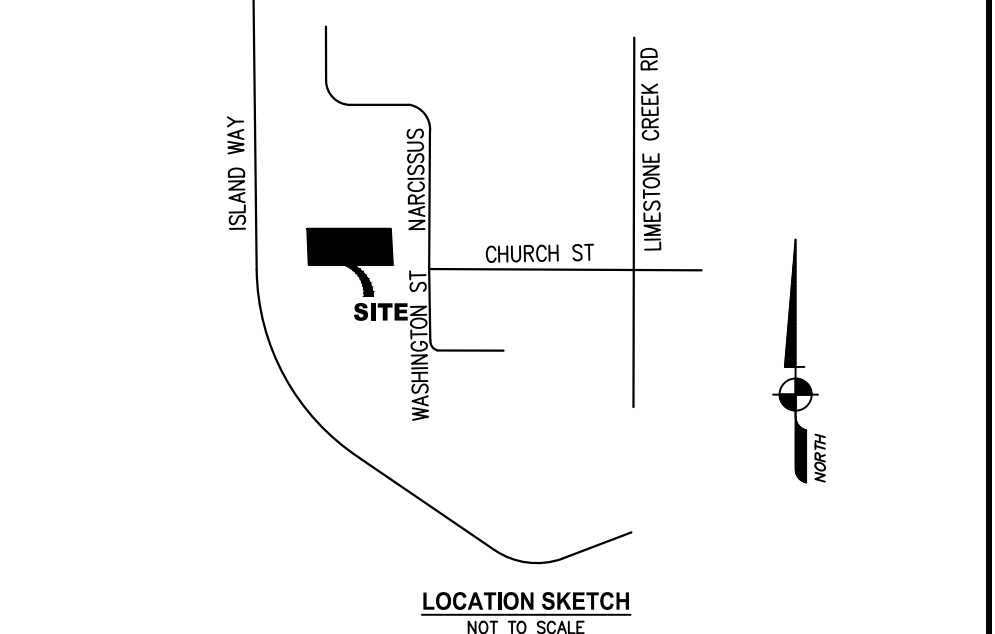
Stephanie A. Guerra, P.E.
Transportation Engineer

Florida Registration
Number 84302
Registry No. 35106



SETBACKS		
ISLAND WAY WELLS ELECTRICAL BUILDING:	REQUIRED	PROVIDED
FRONT (EAST)	50'	679'
REAR (WEST)	15'	537.2
SIDE (NORTH)	15'	140.4'
SIDE (SOUTH)	25'	37.3'

PARKING PROVIDED	
	SPACES
EXISTING STANDARD SPACES	0
EXISTING ADA SPACES	0
NEW ELECTRICAL BUILDING SPACES PROVIDED	2
NEW ELECTRICAL BUILDING ADA SPACES PROVIDED	1
TOTAL SITE PARKING PROVIDED (INCLUDING ADA SPOTS)	3

VICINITY MAP

PLANS ARE IN NGVD 1929 DATUM
CONVERSION EQUATION IS BELOW:
(NGVD 1929) - 1.496' = (NAVD 1988)

Always call 811 two full business days before you dig to have underground utilities located and marked.

Sunshine811.com

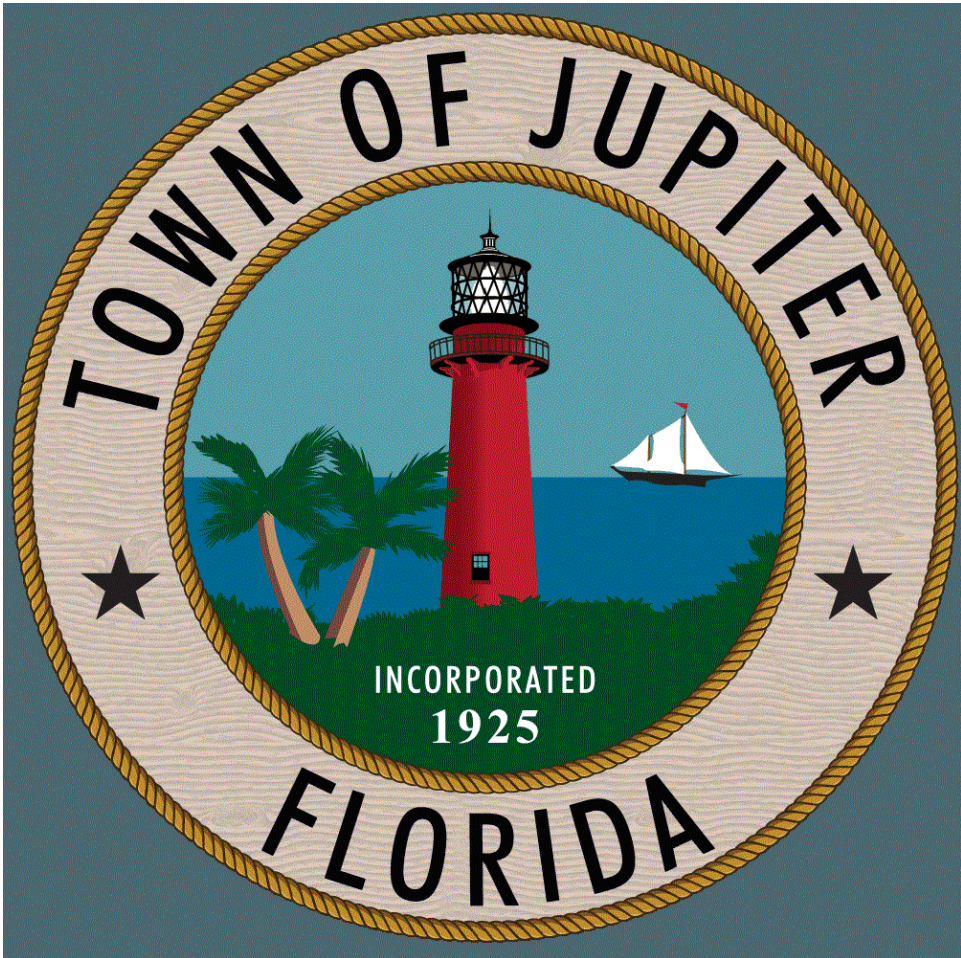
THE PRESENCE OF GROUNDWATER SHOULD BE ANTICIPATED. CONTRACTOR'S BID SHALL INCLUDE CONSIDERATION FOR ADDRESSING THIS ISSUE AND OBTAINING ALL NECESSARY PERMITS.

[illegible]

Plotted By: Russo, Nicki Sheet: Set: ISLAND WAY ELECTRICAL BUILDING Layout: G-1 COVER SHEET May 06, 2025 10:46:09am K:\web_civil\044001261 Island Way Wells\Cadd\plan sheets\elect bldg\G-1 COVER SHEET.dwg
This document, together with the concepts and designs presented herein, is an instrument of service. Reuse of and improper reliance on this document without written authorization and adaptation by Kimley-Horn and Associates, Inc. shall be without liability to Kimley-Horn and Associates, Inc.

CONSTRUCTION PLANS FOR ISLAND WAY ELECTRICAL BUILDING

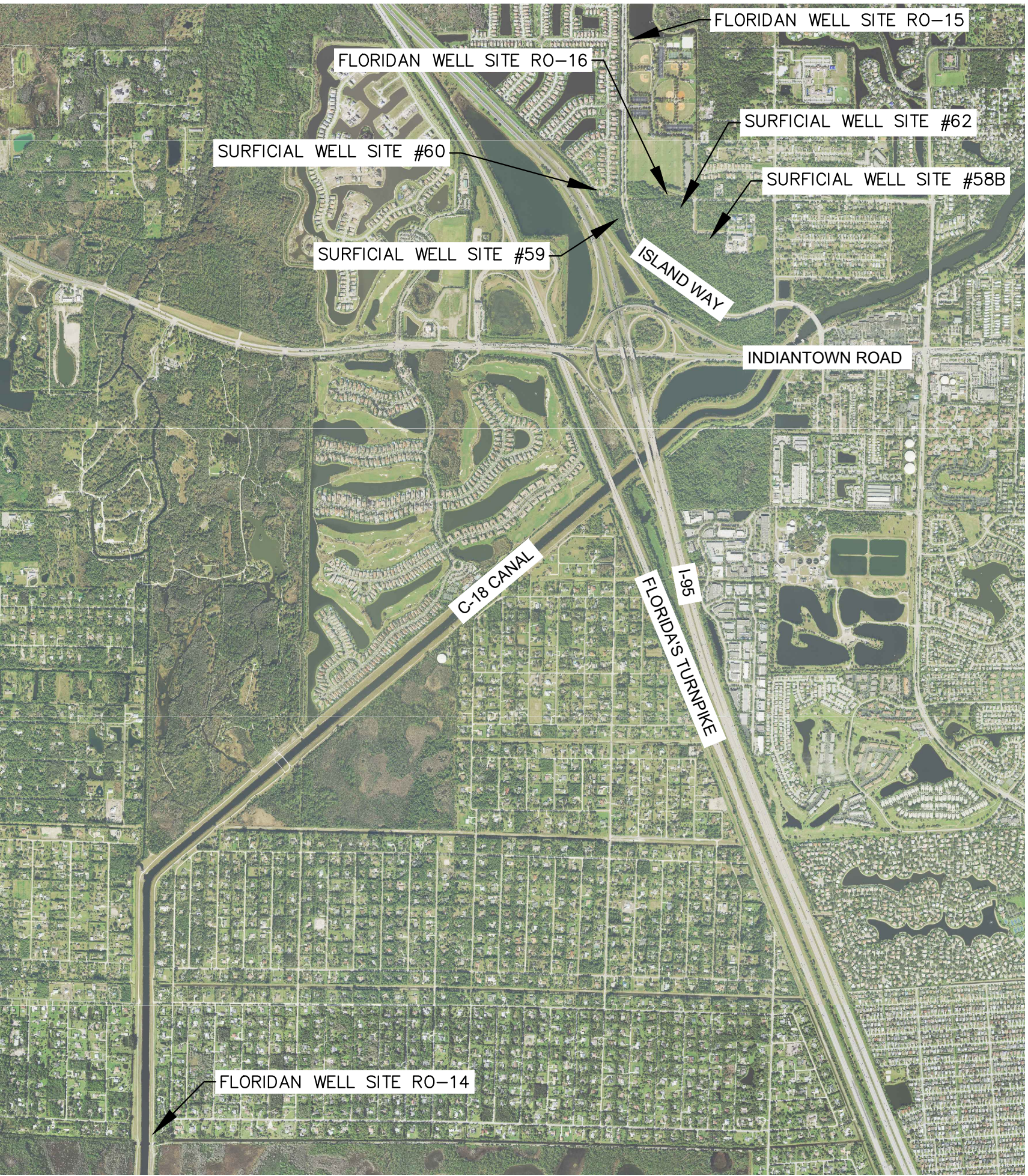
PREPARED FOR THE
TOWN OF JUPITER, FLORIDA
(W2011/W0128)
APRIL 2025



TOWN OFFICIALS

JIM KURETSKI
RON DELANEY
PHYLLIS CHOY
MALISE SUNDSTROM
FRANK KITZEROW
AMANDA BARNES, P.E.

MAYOR
VICE MAYOR
COUNCILOR
COUNCILOR
TOWN MANAGER
DIRECTOR OF UTILITIES



TOWNSHIP — 42E LOCATION MAP
RANGE — 41S N.T.S.
SECTION — 3, 4 & 9

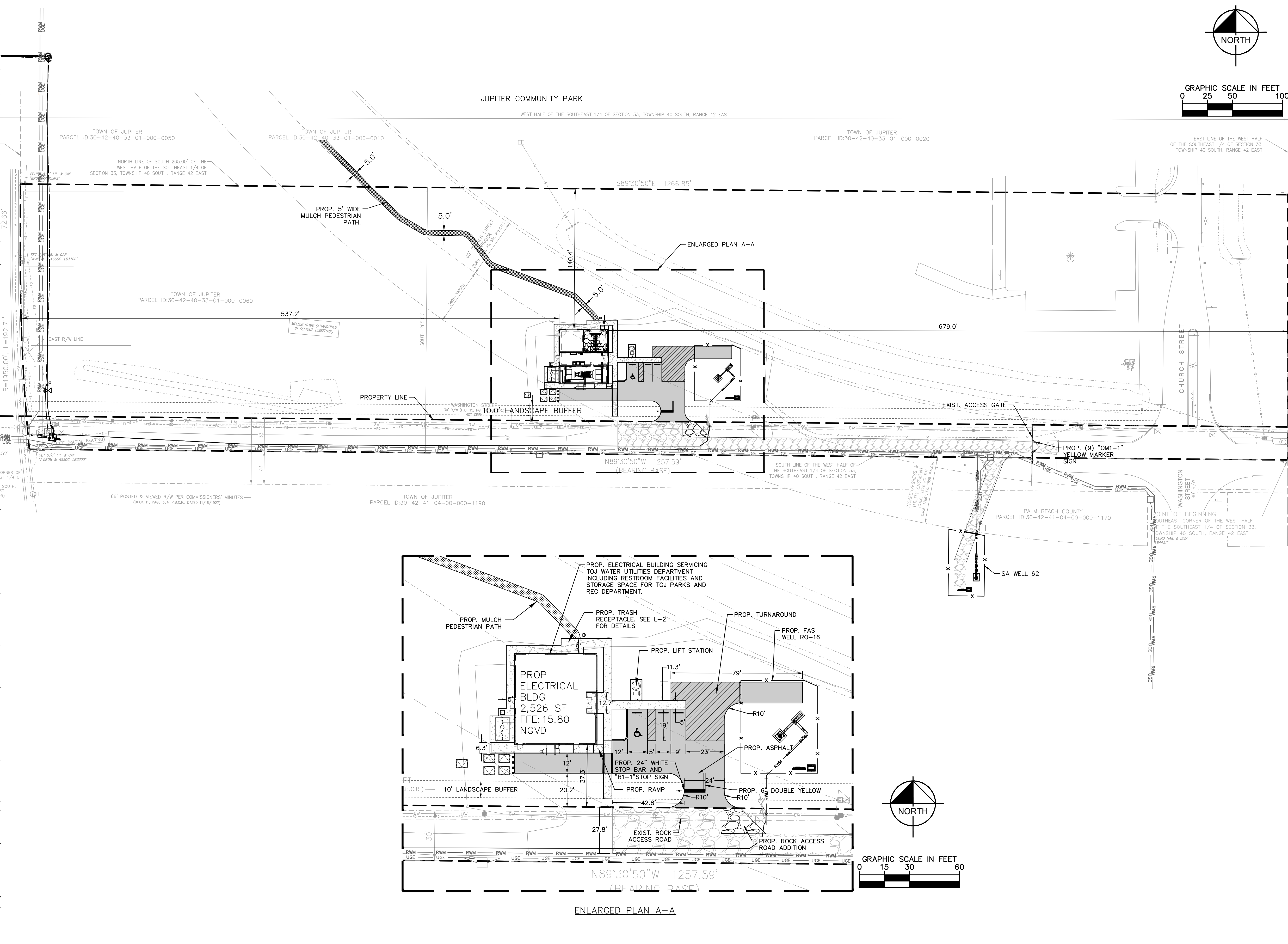
PLANS ARE IN NGVD 1929 DATUM
CONVERSION EQUATION IS BELOW:
(NGVD 1929) — 1.496' = (NAVD 1988)

Always call 811 two full business days before you dig to
have underground utilities located and marked.
Sunshine811.com

THE PRESENCE OF GROUNDWATER
SHOULD BE ANTICIPATED. CONTRACTOR'S
BID SHALL INCLUDE CONSIDERATION FOR
ADDRESSING THIS ISSUE AND OBTAINING
ALL NECESSARY PERMITS.

				Kimley»Horn © 2024 KIMLEY-HORN AND ASSOCIATES, INC. 1920 WEKIVA WAY SUITE 200, WEST PALM BEACH, FL 33411 PHONE: 561-845-0665 FAX: 561-863-8175 WWW.KIMLEY-HORN.COM REGISTRY NO. 35106	KHA PROJECT 044001261 DATE MAY 2025 SCALE AS SHOWN DESIGNED BY SS DRAWN BY SS CHECKED BY JRL	ISLAND WAY ELECTRICAL BUILDING PREPARED FOR TOWN OF JUPITER TOWN OF JUPITER	LICENSED PROFESSIONAL JASON R. LEE, P.E. FLORIDA LICENSE NUMBER 67472 DATE: 05/05/2025	COVER SHEET	SHEET NUMBER
No.	REVISIONS	DATE	BY			FLORIDA			G-1

Plotted By: Russo, Nicki. Sheet: Set: ISLAND WAY ELECTRICAL BUILDING. Layout: C-1. SITE PLAN. May 06, 2025. 10:46:28pm. K:\wpb_civil\044001261_Island_Way_Wells_Electrical\elect_bldg\C-1_PROP_SITE_PLAN.dwg. This document, together with the concepts and designs presented herein, is an instrument of service, is intended only for the specific purpose and client for which it was prepared, and no other party shall rely on this document without written authorization and approval by Kimley-Horn and Associates, Inc.

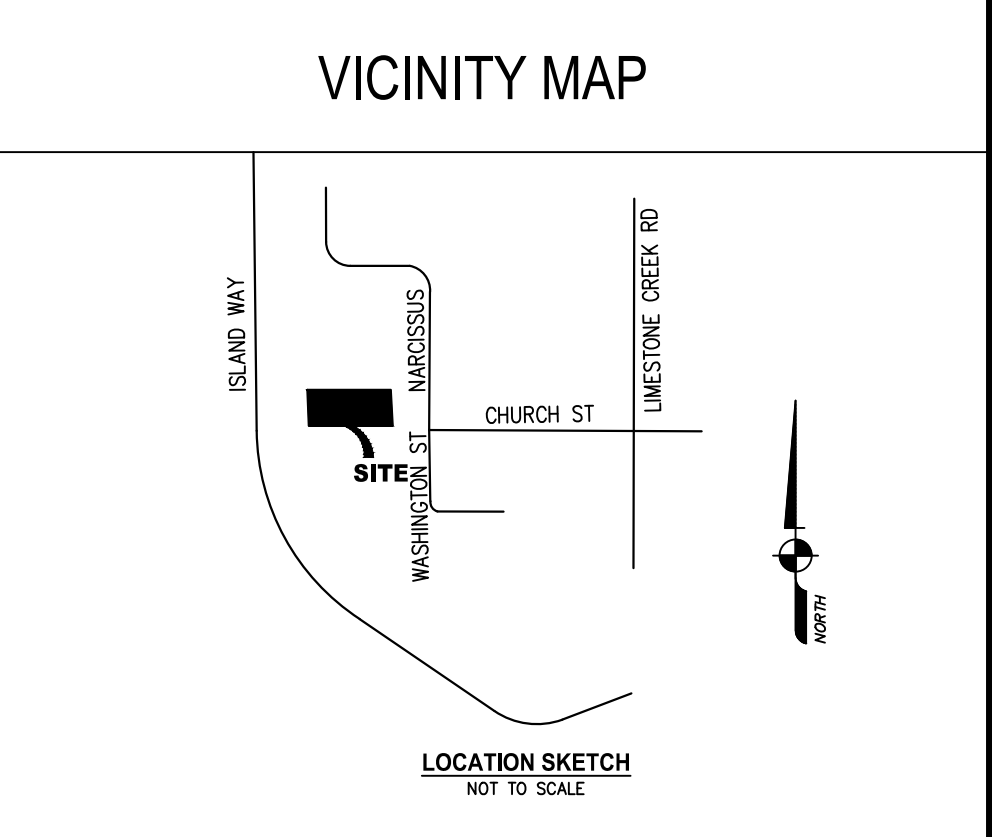


SITE DATA		
NAME OF PROJECT:	ISLAND WAY WELLS ELECTRICAL BUILDING	
PROJECT NO.:	22017	
PROPOSED USES:	RECREATION	
FUTURE LAND USE DESIGNATION:	RECREATION	
ZONING DISTRICT:	PI - PUBLIC/INSTITUTIONAL	
SECTION/TOWNSHIP/RANGE:	33/40/42E	
PROPERTY CONTROL NO.:	30-42-40-33-01-000-0010	
PROPERTY AREA (PROJECT BOUNDARY):	7.69 ACRES/	335,140 GSF
LEGAL DESCRIPTION: TROWELL PARK N 536.66 FT OF SLY 1165.94 FT OF WLY 1327.11 FT OF PL IN OR16455P609 (LESS W 60 FT ISLAND WAY R/W)		
GROSS FLOOR AREA PER BUILDINGS		
NEW ELECTRICAL BUILDING	2,526 FP	2,526 GSF
TOTAL	2,526 FP 2,526 GSF	
FLOOR AREA RATIO (FAR)	PROPOSED: 2,526/335,140 GSF = 0.0075	
BUILDING COVERAGE (40% MAX.)	PROPOSED: 2,526/335,140 GSF = 0.75%	
GREEN SPACE (30% MIN.)	PROPOSED: 326,668/335,140 GSF = 97.47%	

SETBACKS		
ISLAND WAY WELLS ELECTRICAL BUILDING:	REQUIRED	PROVIDED
FRONT (EAST)	50'	679'
REAR (WEST)	15'	537.2
SIDE (NORTH)	15'	140.4'
SIDE (SOUTH)	25'	37.3'

PARKING REQUIREMENTS	
REQUIRED PARKING FOR ELECTRICAL BUILDING	SPACES
NEW ELECTRICAL BUILDING	1
TOTAL SITE PARKING REQUIRED	1

PARKING PROVIDED	
EXISTING STANDARD SPACES	0
EXISTING ADA SPACES	0
NEW ELECTRICAL BUILDING SPACES PROVIDED	2
NEW ELECTRICAL BUILDING ADA SPACES PROVIDED	1
TOTAL SITE PARKING PROVIDED (INCLUDING ADA SPOTS)	3
ADA PARKING	
TOTAL REQUIRED ADA SPACES	1
EXISTING ADA SITE PARKING	0
PROPOSED ELECTRICAL BUILDING ADA SITE PARKING	1
TOTAL ADA SITE PARKING	1



PLANS ARE IN NGVD 1929 DATUM
CONVERSION EQUATION IS BELOW:
(NGVD 1929) - 1.496' = (NAVD 1988)

Always call 811 two full business days before you dig to have underground utilities located and marked.

Sunshine811.com

THE PRESENCE OF GROUNDWATER SHOULD BE ANTICIPATED. CONTRACTOR'S BID SHALL INCLUDE CONSIDERATION FOR ADDRESSING THIS ISSUE AND OBTAINING ALL NECESSARY PERMITS.

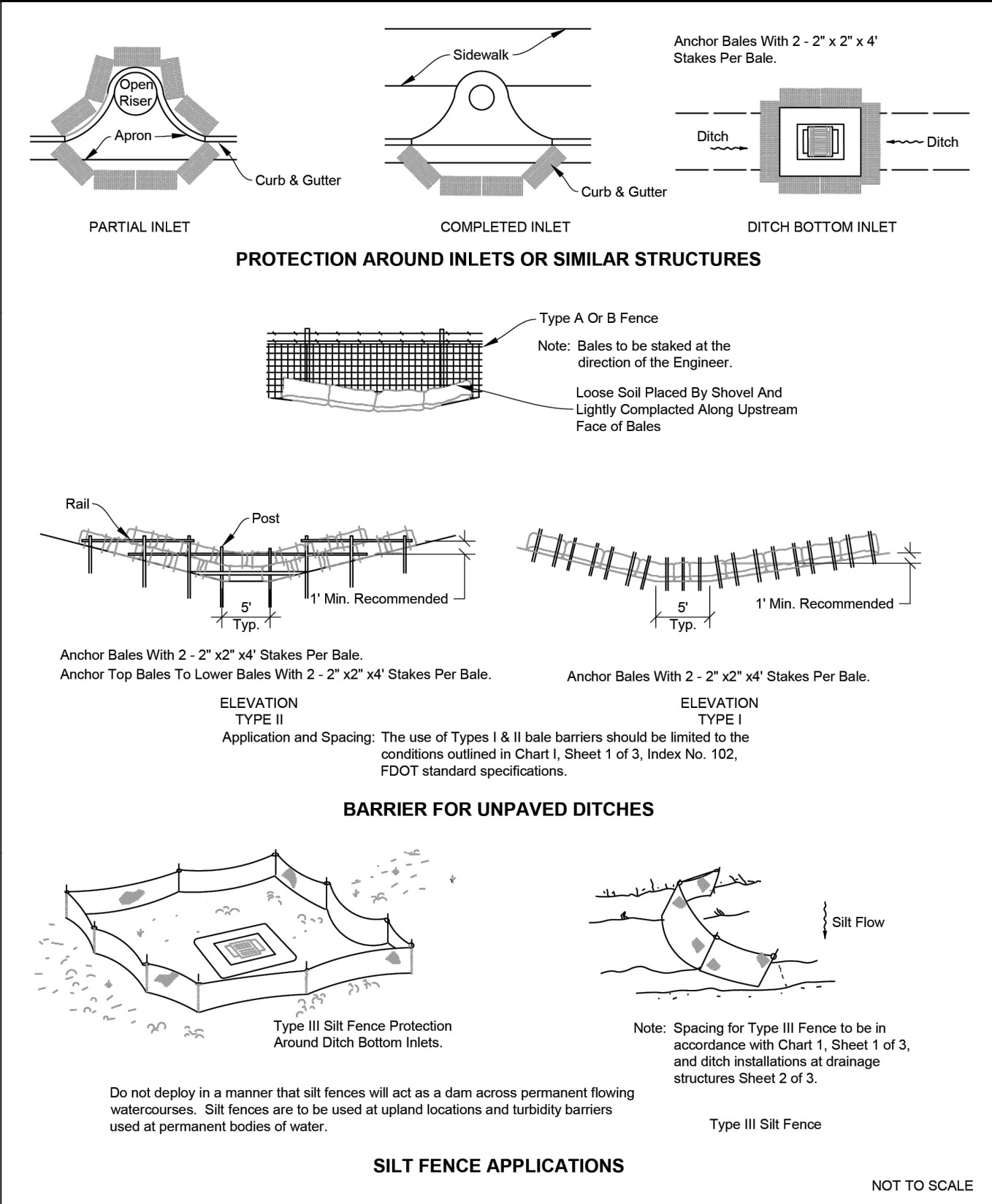
No.	REVISIONS	DATE	BY

Kimley»Horn © 2024 KIMLEY-HORN AND ASSOCIATES, INC. 1920 WEKIVA WAY SUITE 200, WEST PALM BEACH, FL 33411 PHONE: 561-845-0665 FAX: 561-863-8175 WWW.KIMLEY-HORN.COM REGISTRY NO. 35106	ISLAND WAY ELECTRICAL BUILDING PREPARED FOR TOWN OF JUPITER TOWN OF JUPITER FLORIDA	LICENSED PROFESSIONAL JASON R. LEE, P.E. FLORIDA LICENSE NUMBER 67472 DATE: 5/5/25	SHEET NUMBER C-1
--	--	---	----------------------------

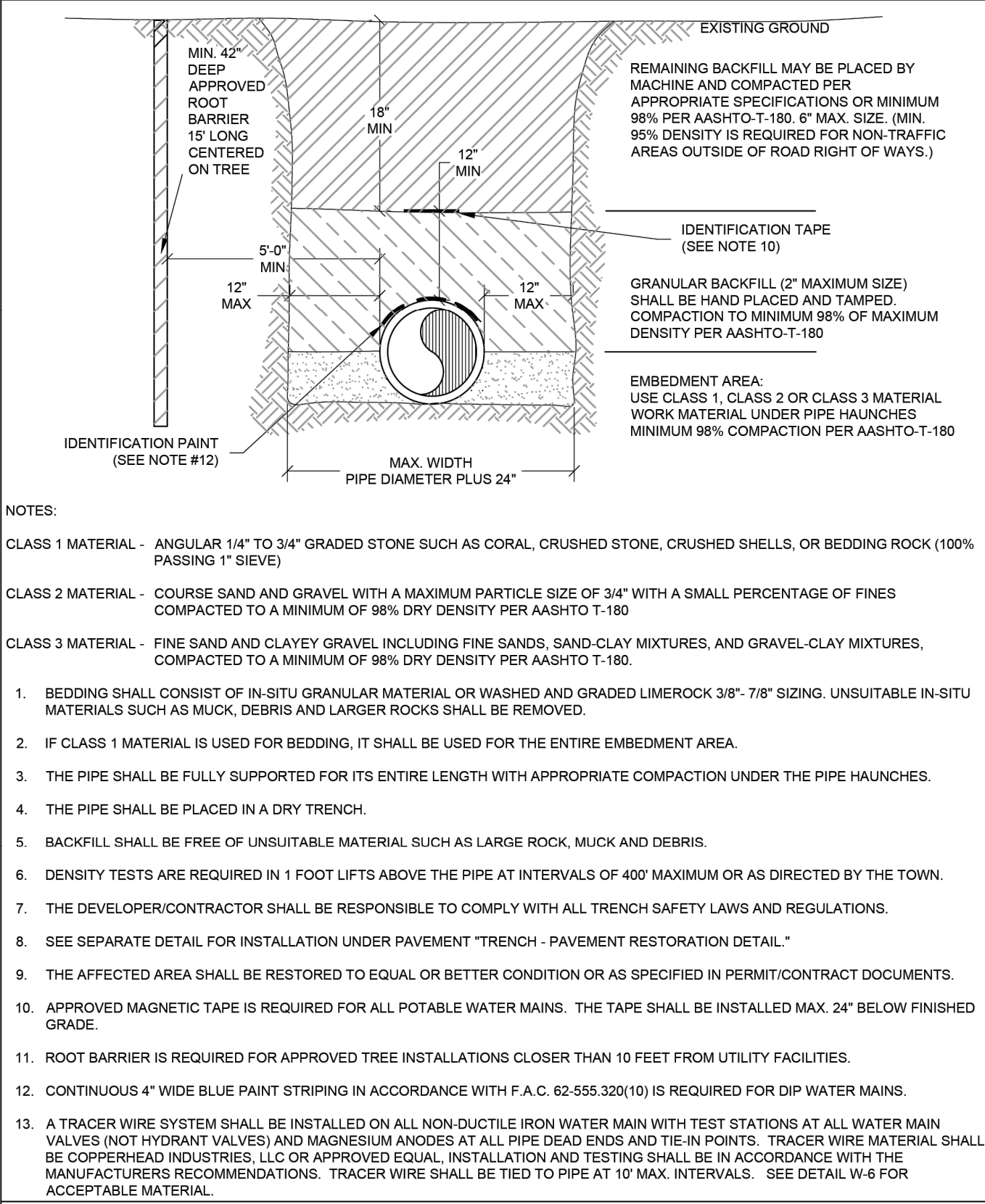


This document, together with the concepts and designs presented herein, is an instrument of service, intended only for the specific purpose and client for which it was prepared. Reuse of and improper reliance on this document without written authorization and adaptation by Kimley-Horn and Associates, Inc. shall be without liability to Kimley-Horn and Associates, Inc.

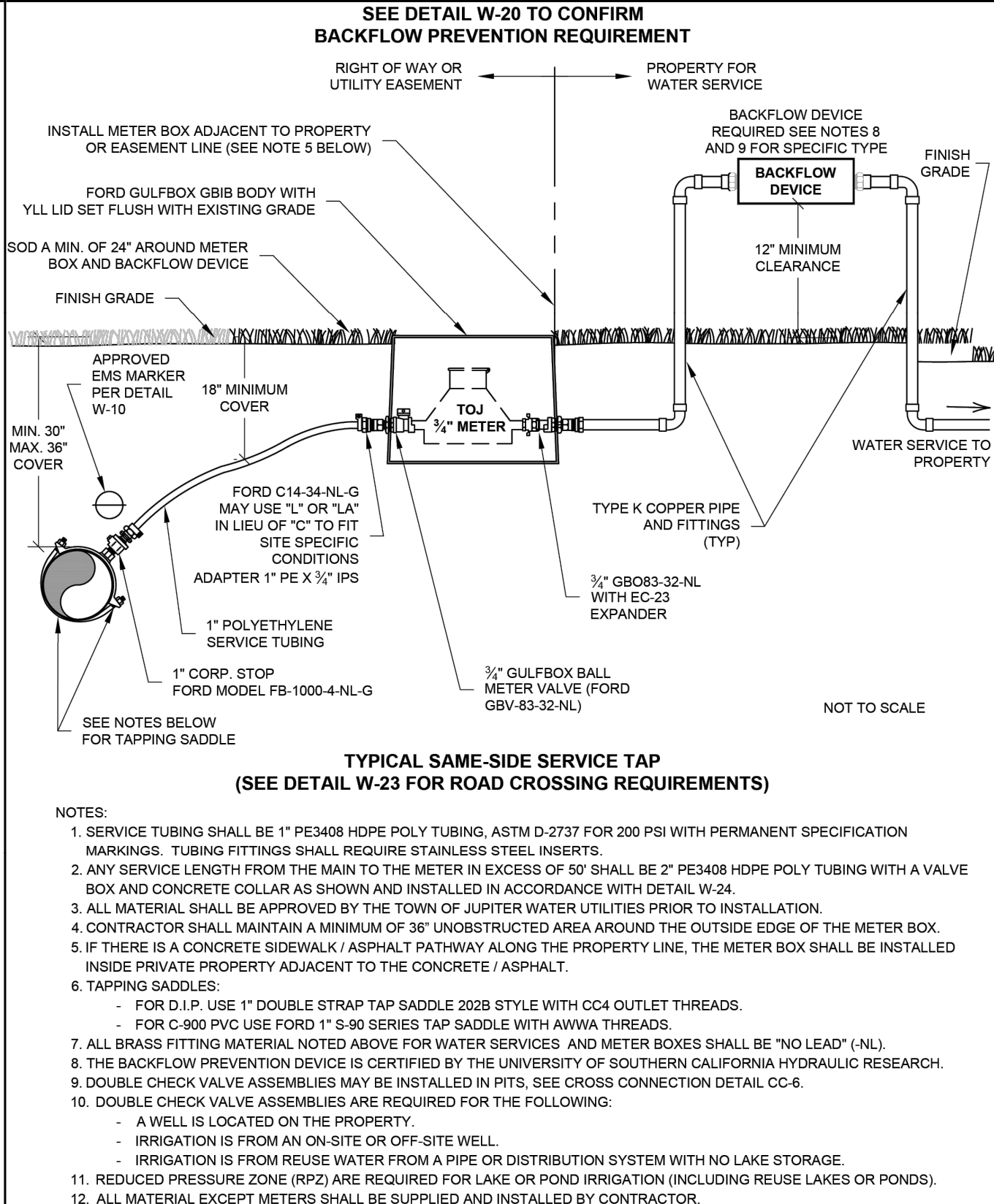
Plotted By: Russo, Nicki Sheet Set: ISLAND WAY ELECTRICAL BUILDING Layout: C-6 CONSTRUCTION DETAILS (1) May 05, 2025 10:47:10am K:\web_civil\044001261_island_way_wells\Cadd\plansheets\elect_bldg\C-6 CONSTRUCTION DETAILS (2).dwg



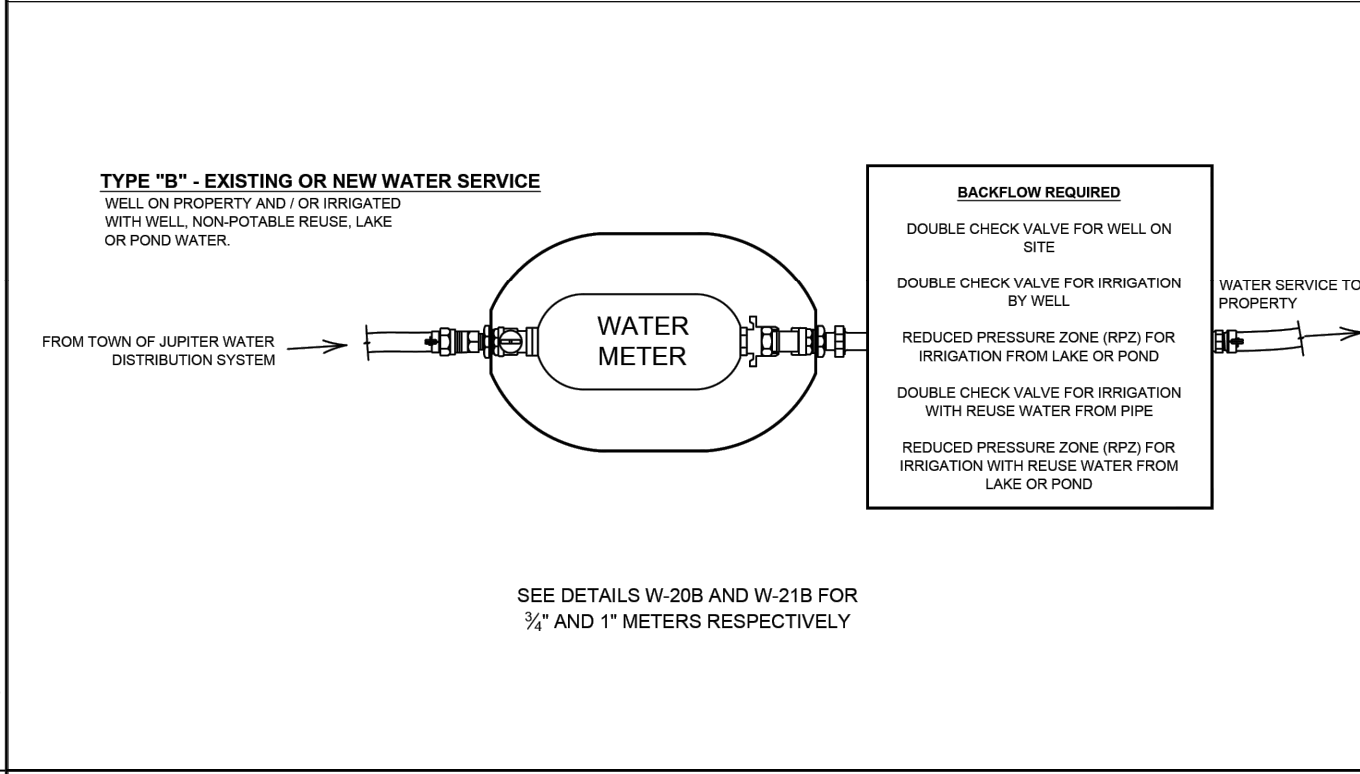
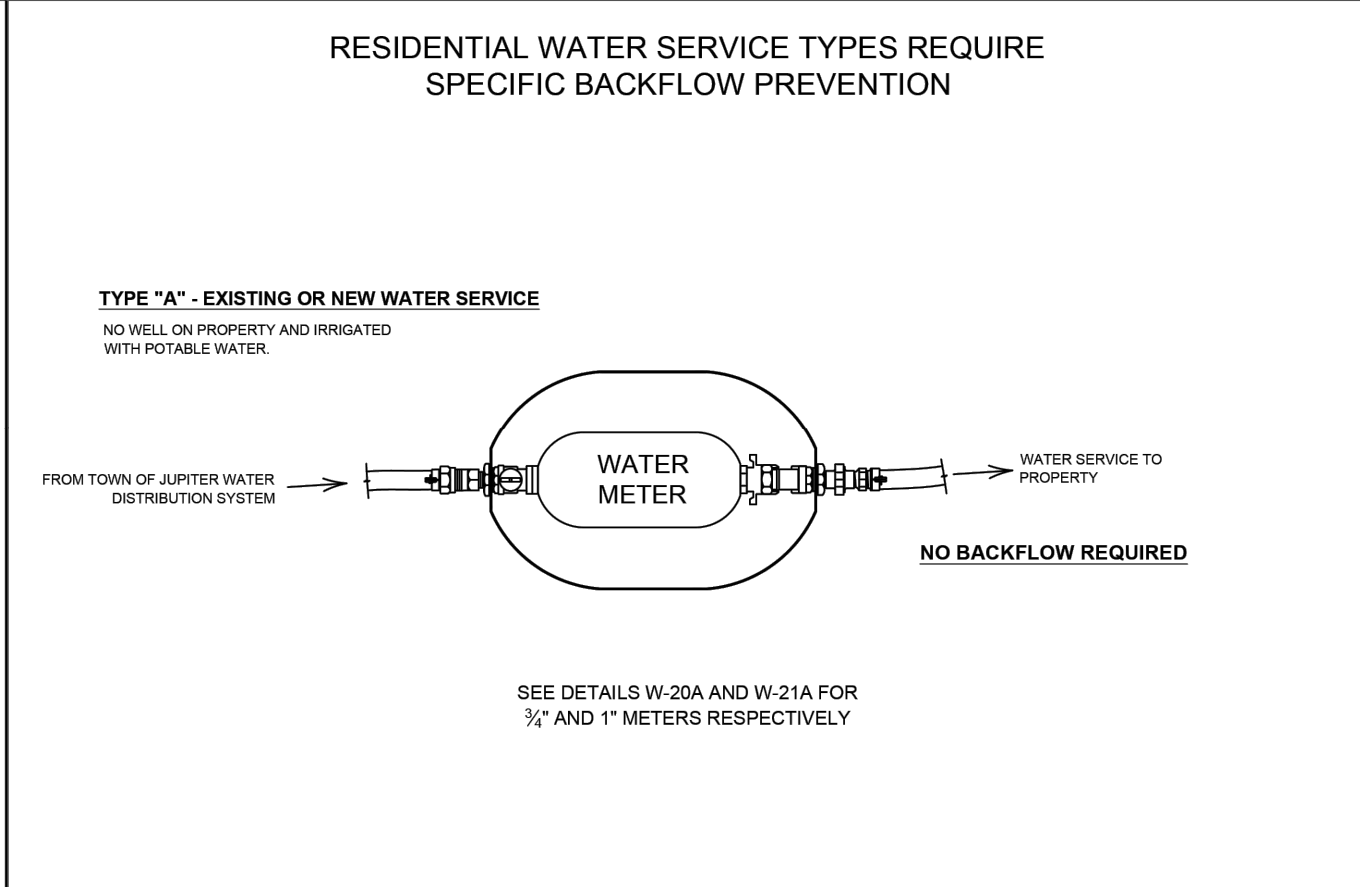
BALED HAY OR STRAW BARRIERS AND SILT FENCES	
JUPITER UTILITIES CONSTRUCTION STANDARDS AND DETAILS	DATE APPROVED: 12/2008 DRAWING No. SW-12



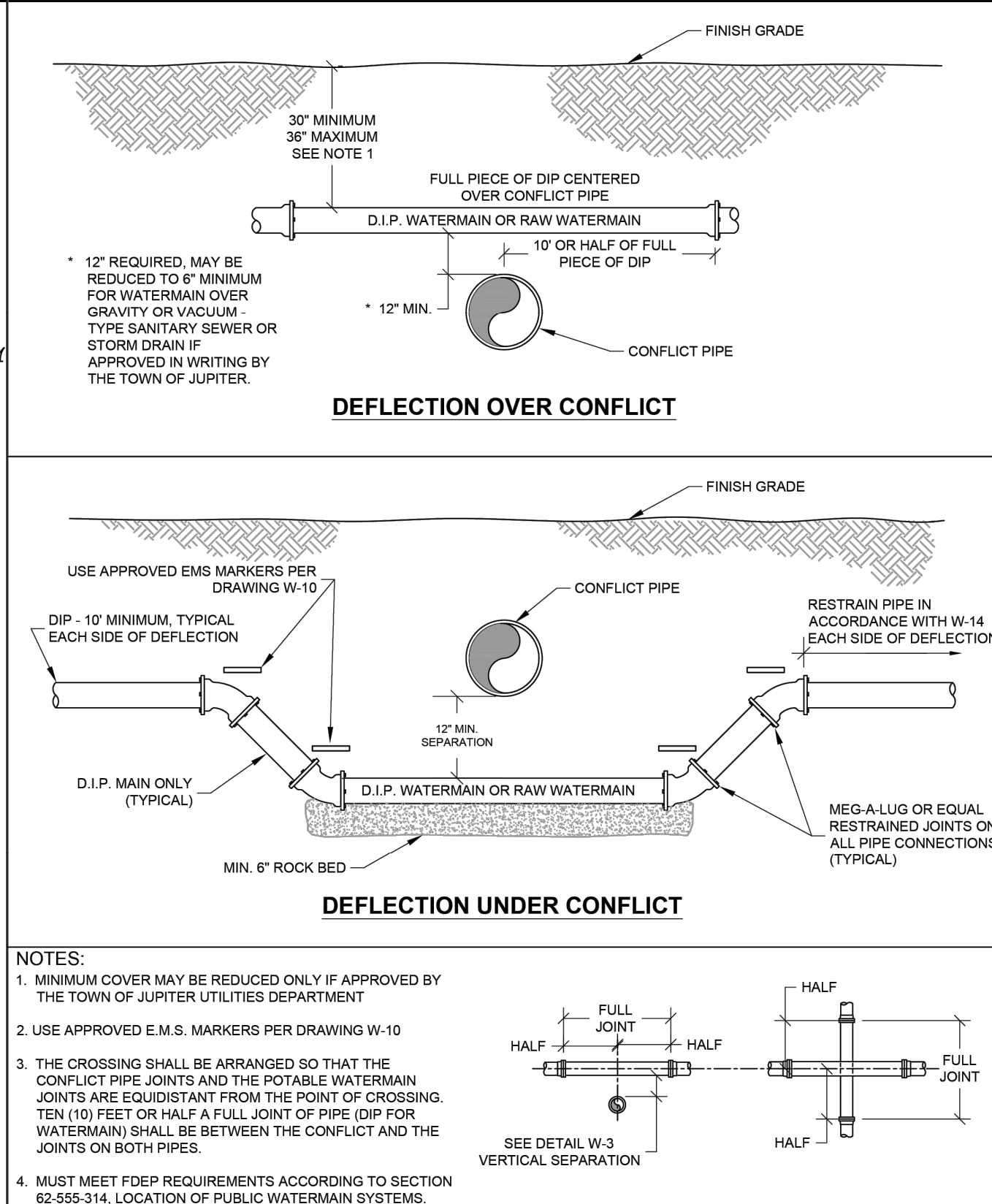
WATER MAIN EMBEDMENT DETAIL	
JUPITER UTILITIES CONSTRUCTION STANDARDS AND DETAILS	DATE APPROVED: 06/2017 DRAWING No. W-05



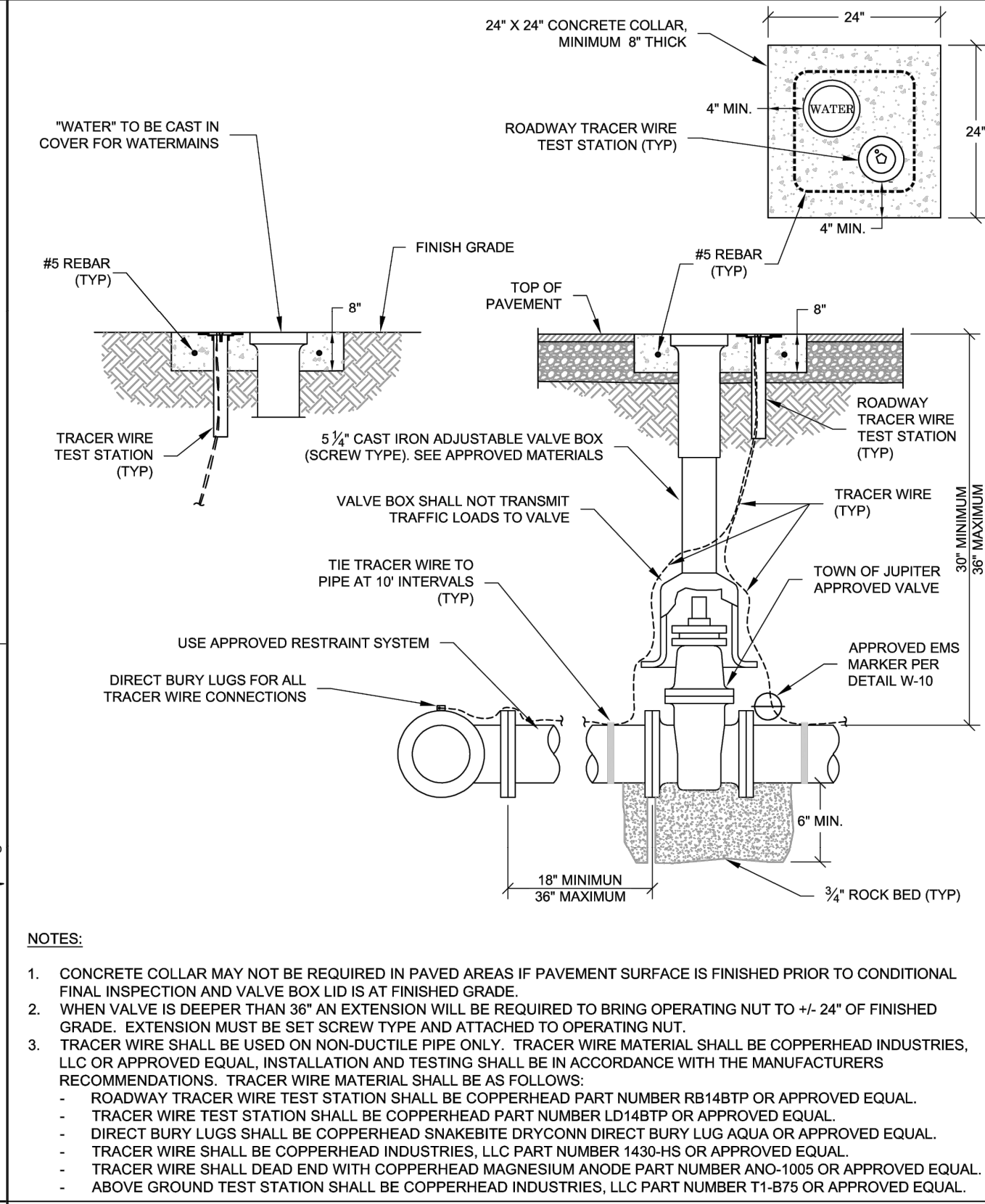
TYPE "B" SINGLE CONNECTION DETAIL FOR 3/4" METERS	
JUPITER UTILITIES CONSTRUCTION STANDARDS AND DETAILS	DATE APPROVED: 04/2021 DRAWING No. W-20B



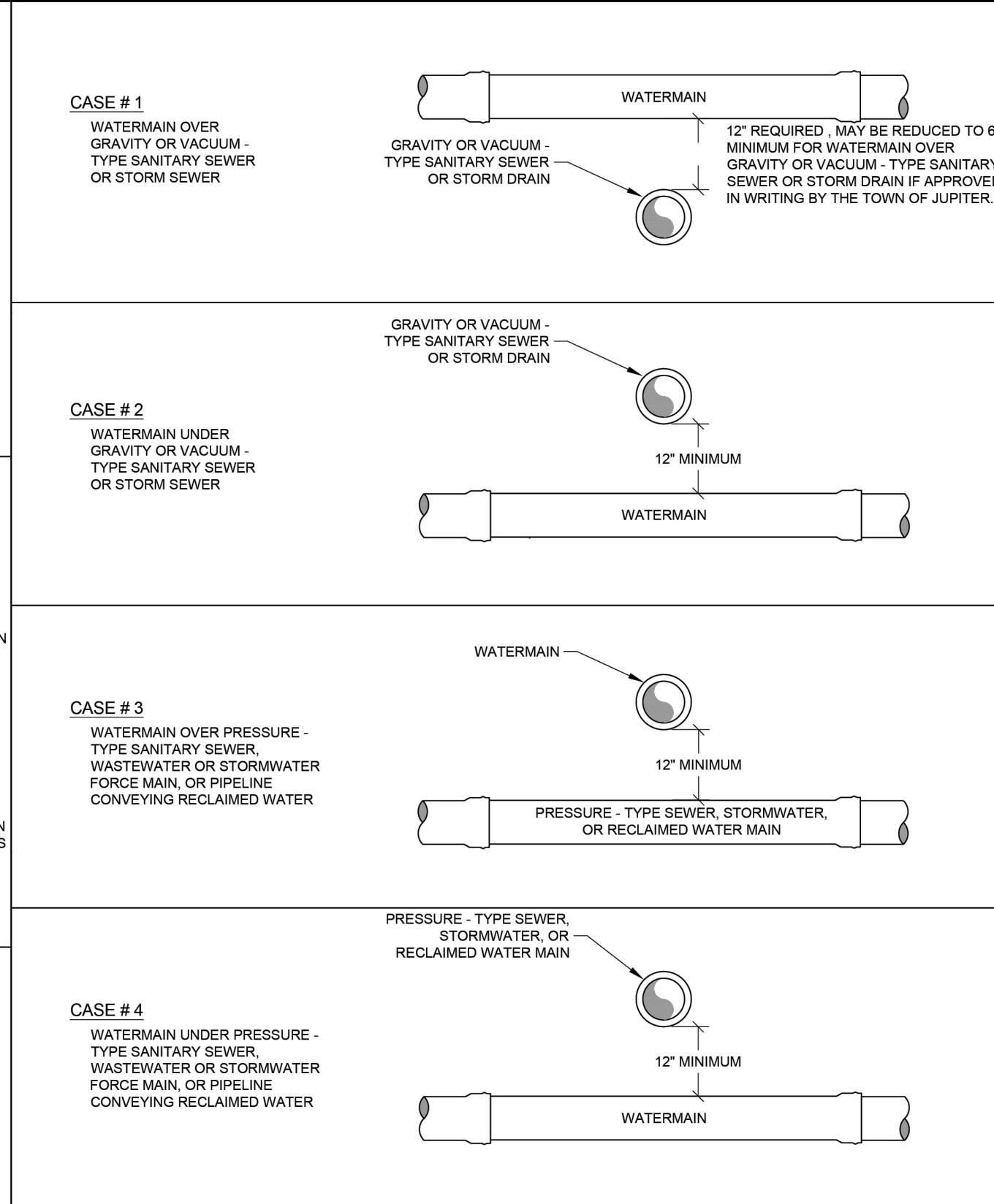
RESIDENTIAL WATER SERVICE TYPES	
JUPITER UTILITIES CONSTRUCTION STANDARDS AND DETAILS	DATE APPROVED: 02/2018 DRAWING No. W-20



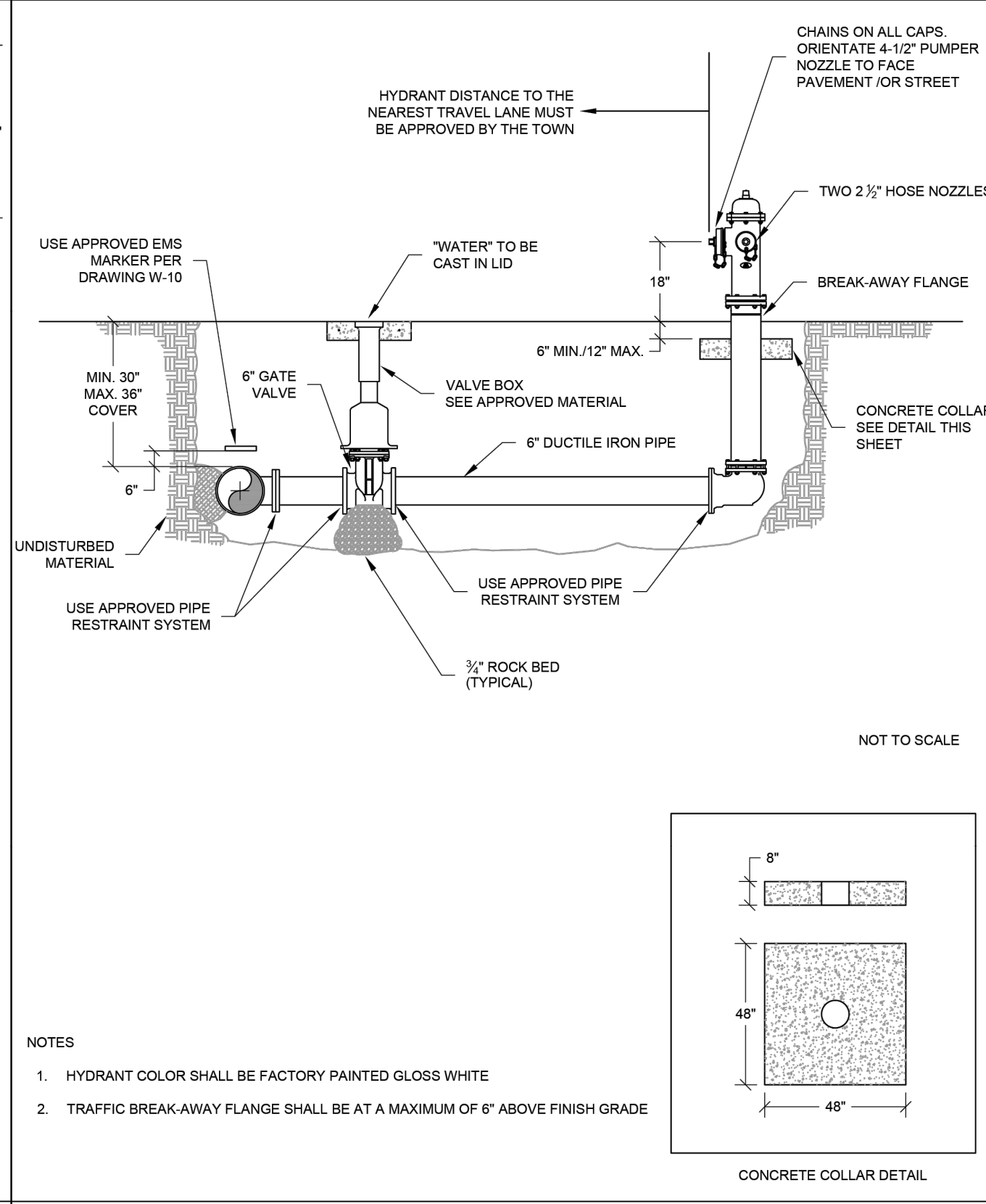
TYPICAL SECTION - WATER MAIN DEFLECTION	
JUPITER UTILITIES CONSTRUCTION STANDARDS AND DETAILS	DATE APPROVED: 05/2013 DRAWING No. W-01



TYPICAL UNDERGROUND VALVE INSTALLATION	
JUPITER UTILITIES CONSTRUCTION STANDARDS AND DETAILS	DATE APPROVED: 06/2017 DRAWING No. W-6



WATER MAIN VERTICAL SEPARATION	
JUPITER UTILITIES CONSTRUCTION STANDARDS AND DETAILS	DATE APPROVED: 10/2013 DRAWING No. W-03



TYPICAL FIRE HYDRANT DETAIL	
JUPITER UTILITIES CONSTRUCTION STANDARDS AND DETAILS	DATE APPROVED: 06/2018 DRAWING No. W-07

No.	REVISIONS	DATE	BY

© 2024 KIMLEY-HORN AND ASSOCIATES, INC.
1920 WEKIVA WAY SUITE 200, WEST PALM BEACH, FL 33411
PHONE: 561-845-0665 FAX: 561-863-8175
WWW.KIMLEY-HORN.COM REGISTRY NO. 35106

KHA PROJECT 044001261
DATE MAY 2025
SCALE AS SHOWN
DESIGNED BY SS
DRAWN BY SS
CHECKED BY JRL

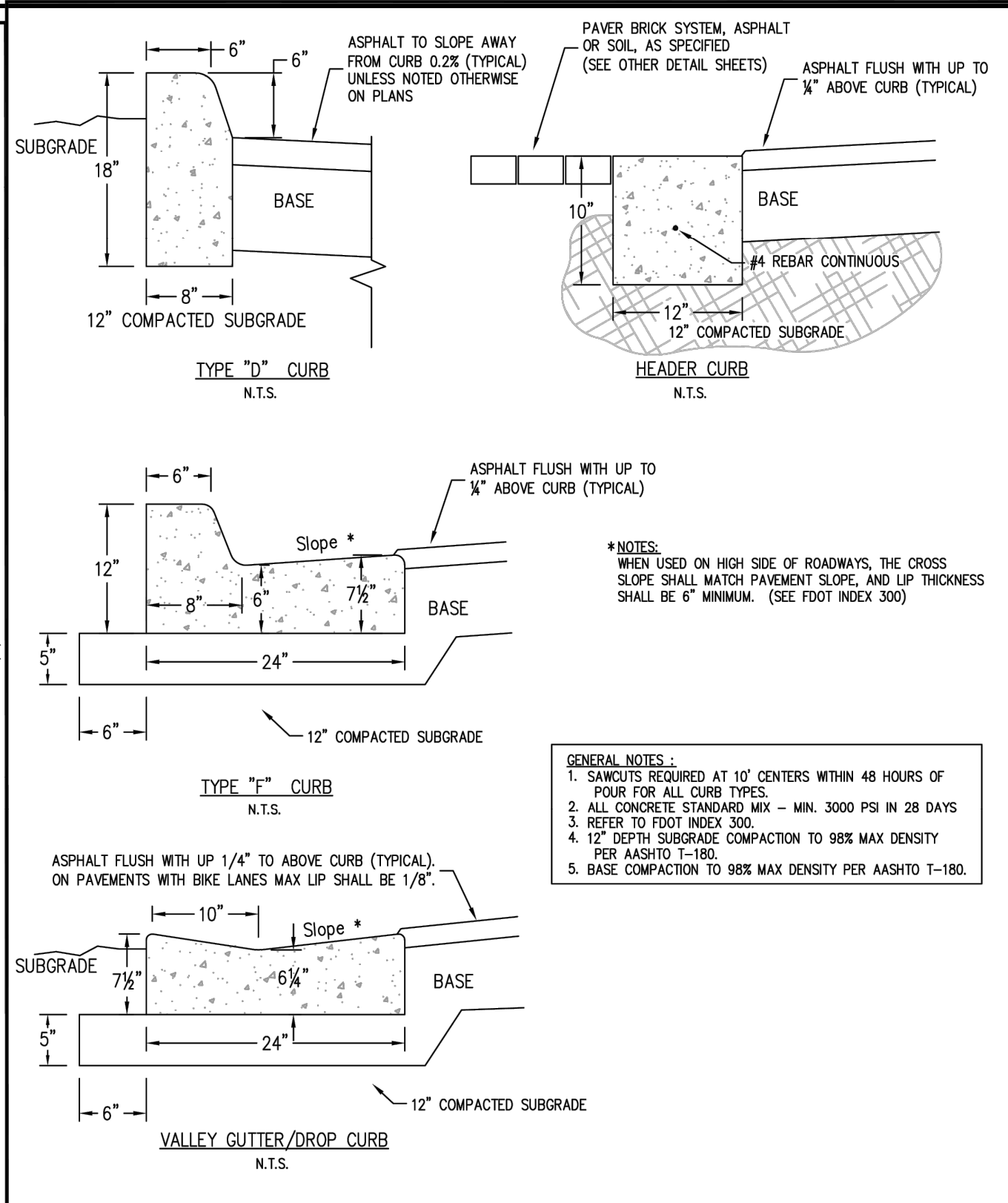
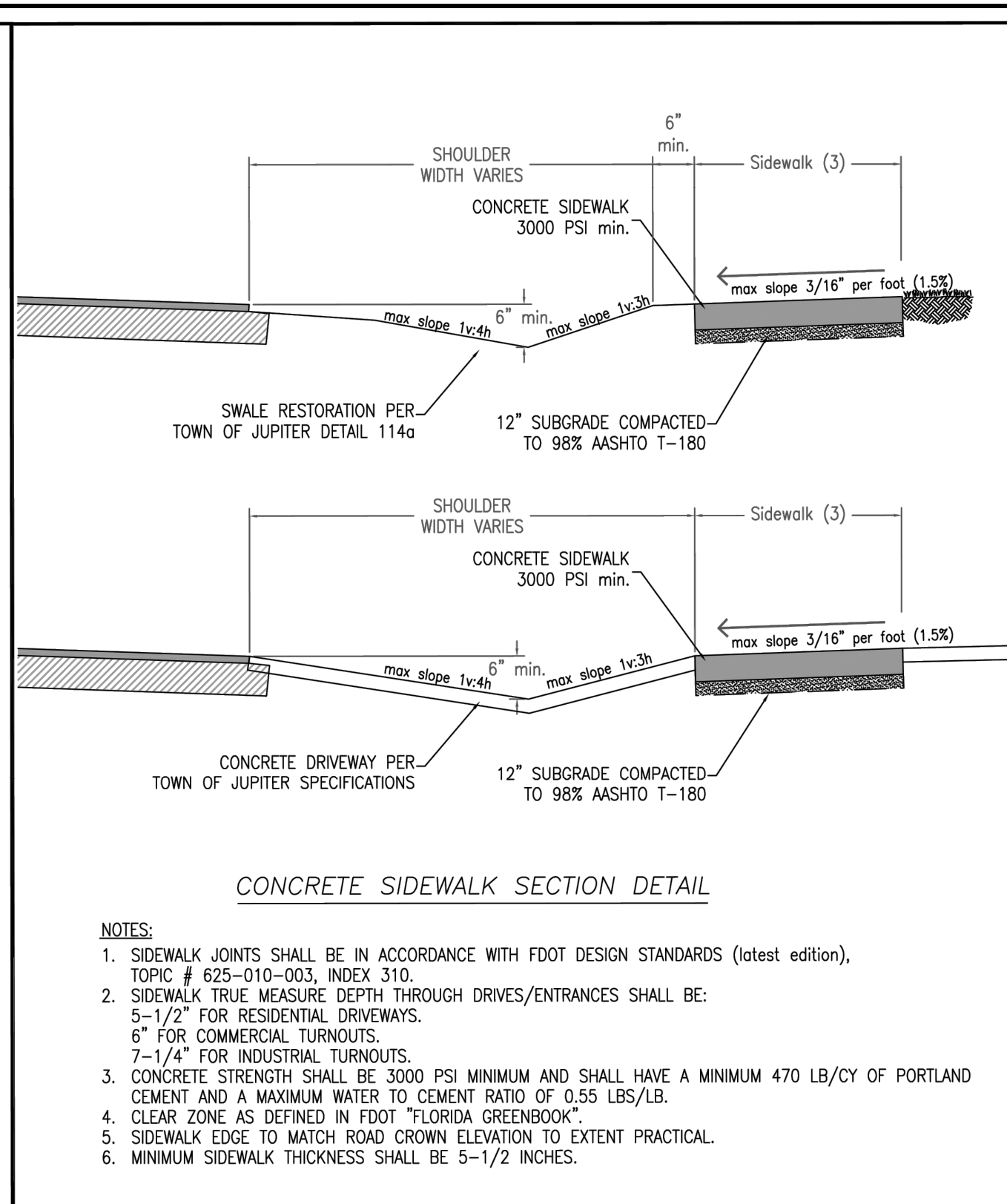
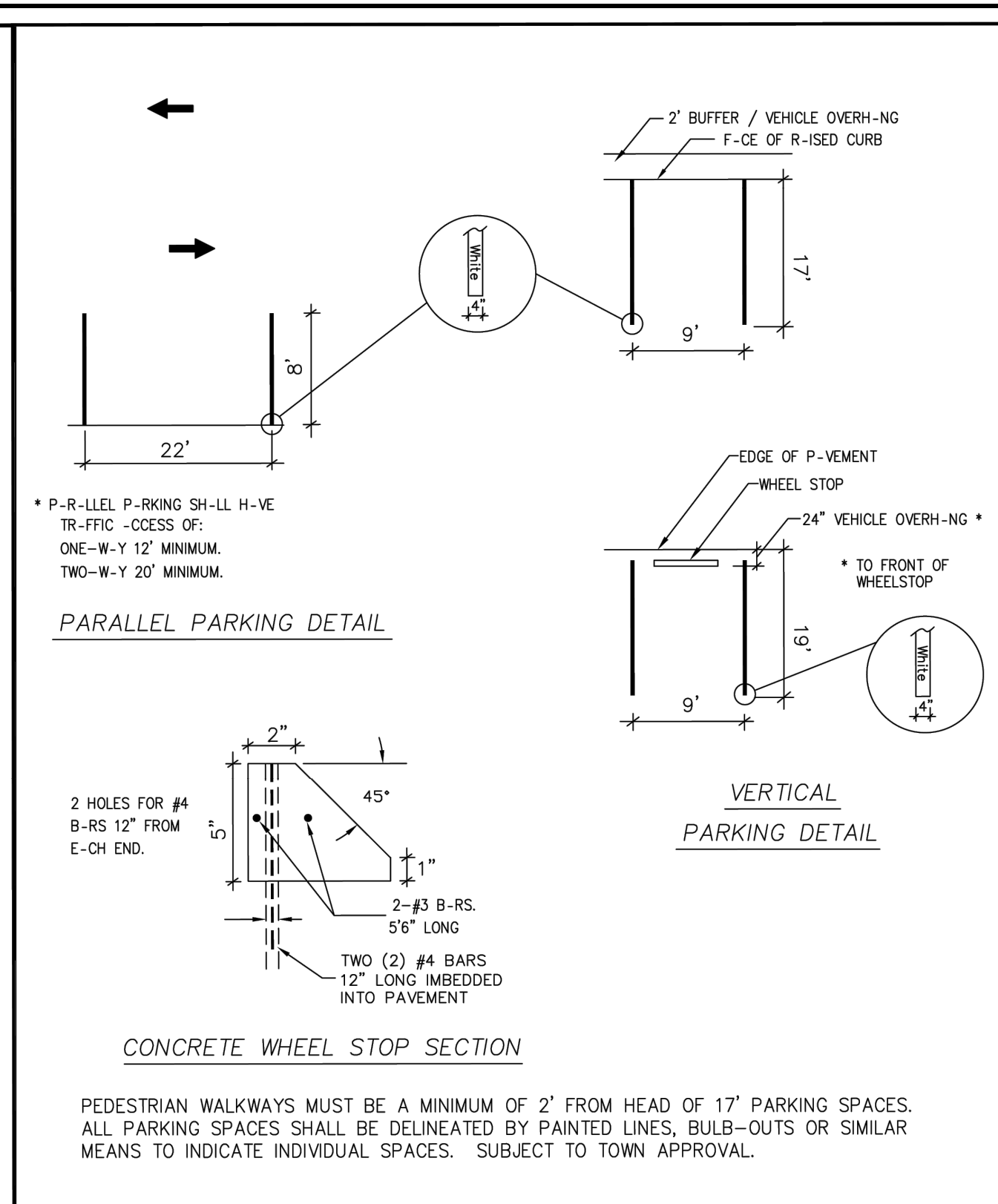
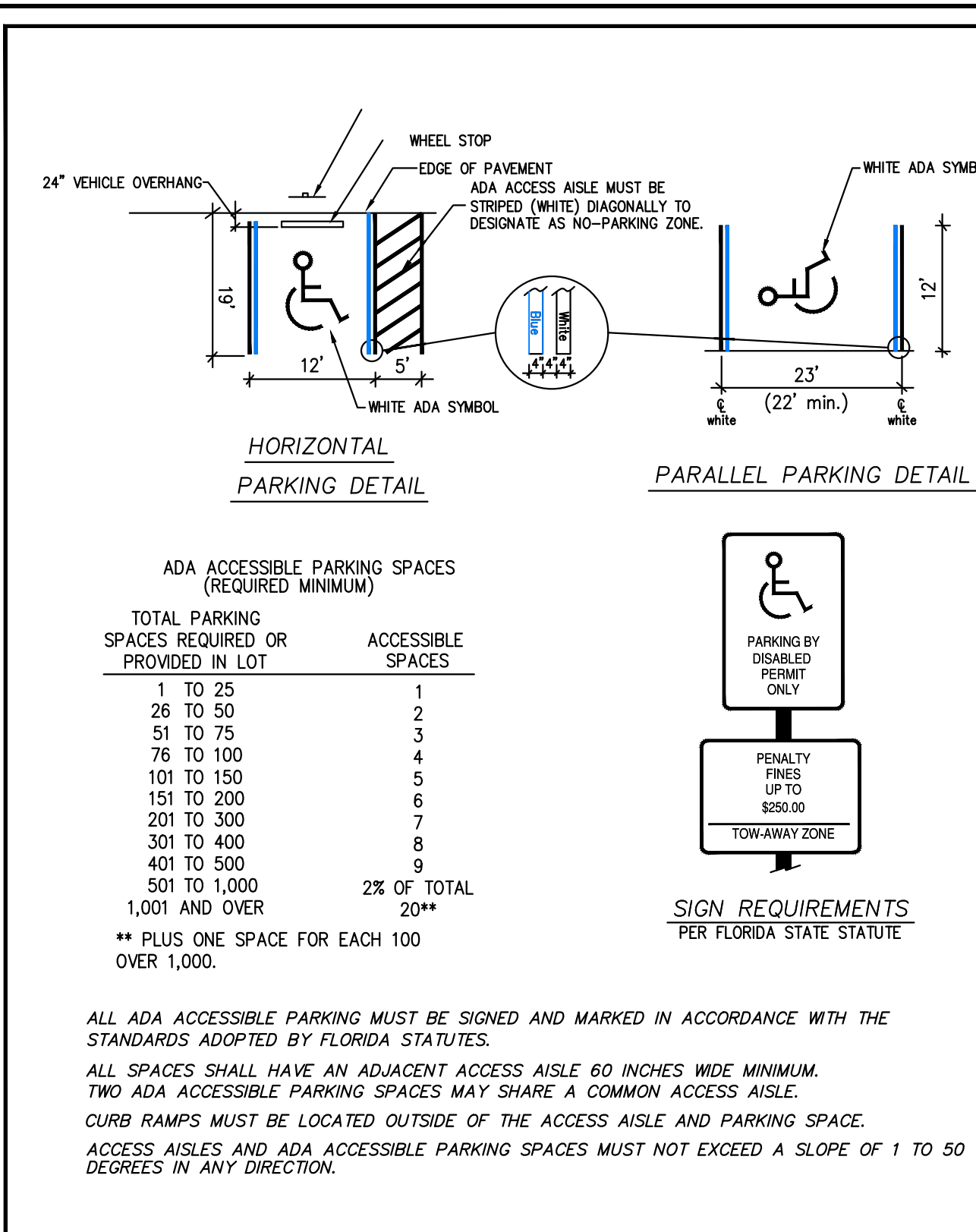
ISLAND WAY ELECTRICAL BUILDING
PREPARED FOR TOWN OF JUPITER
FLORIDA

TOWN OF JUPITER

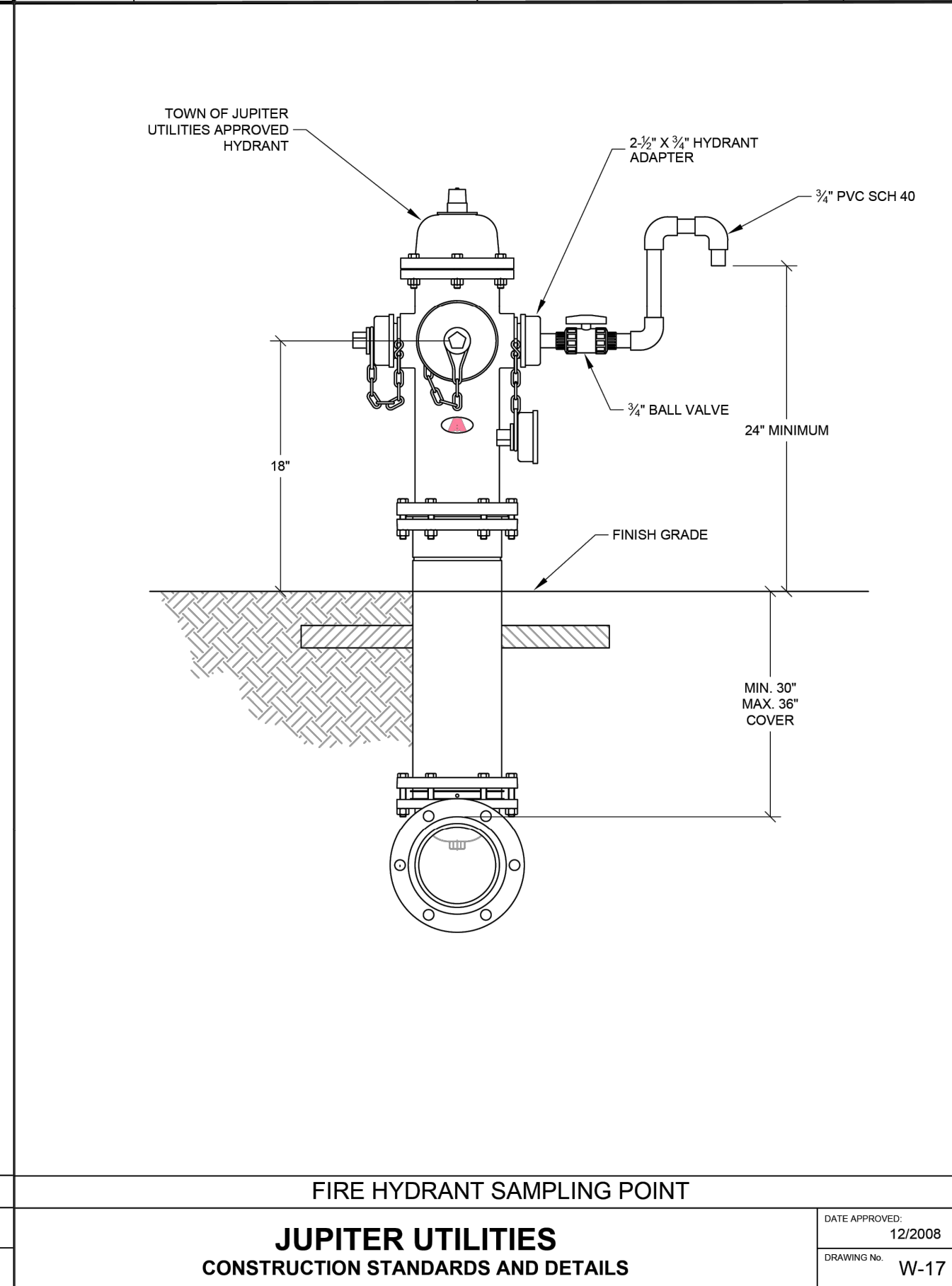
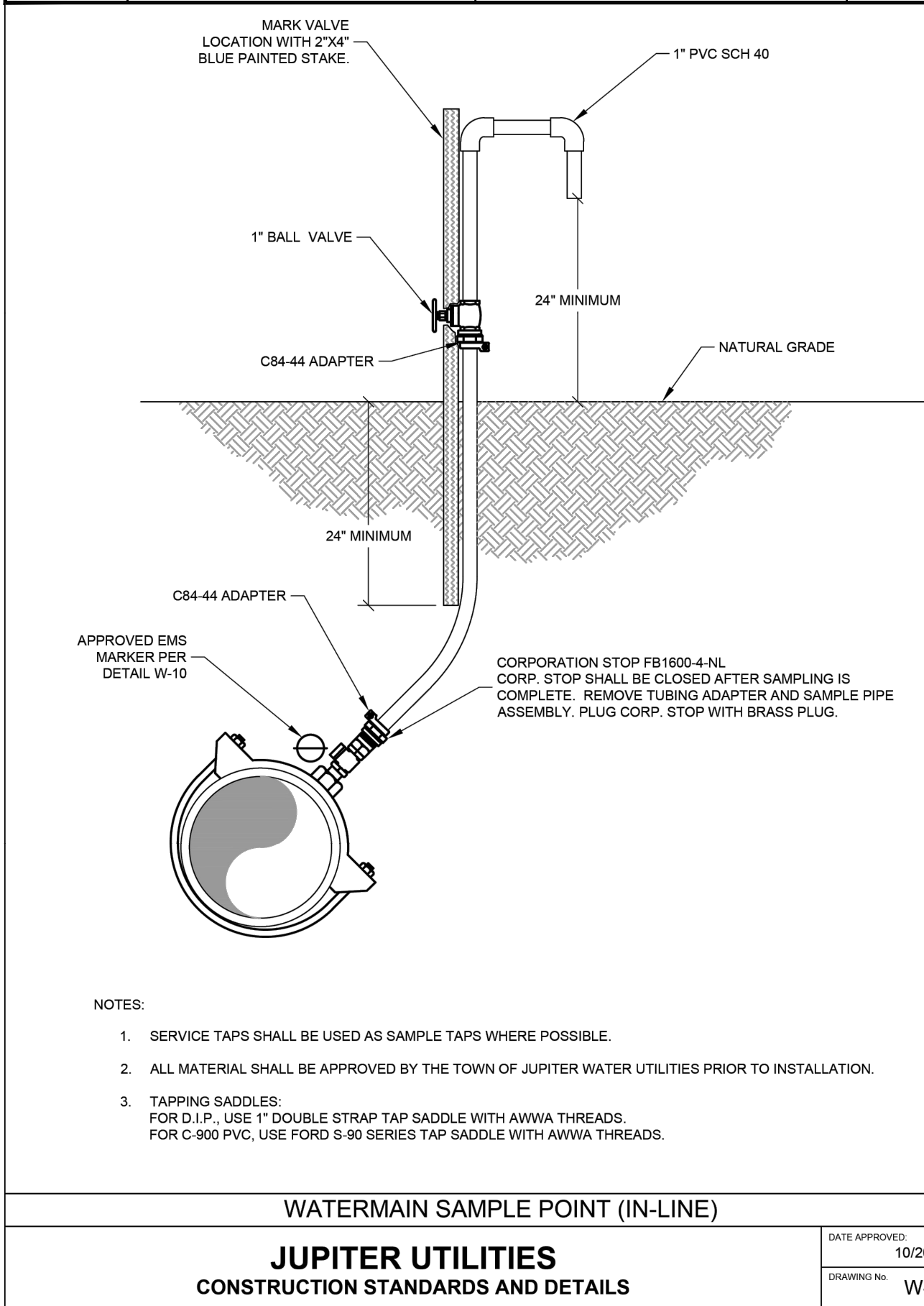
LICENSED PROFESSIONAL
JASON R. LEE, P.E.
FLORIDA LICENSE NUMBER 67472
DATE: 05/05/2025

CONSTRUCTION DETAILS (1)

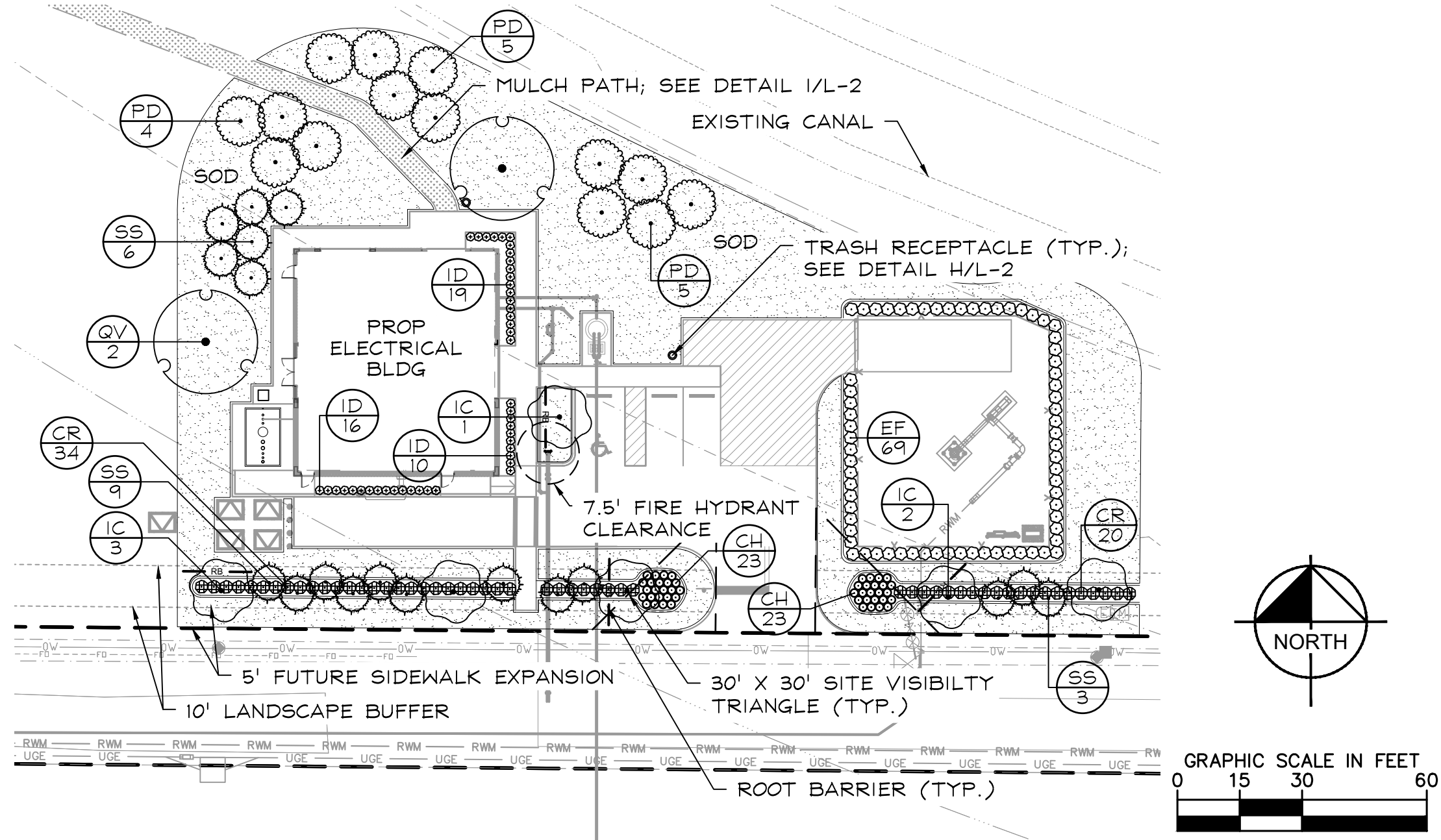
SHEET NUMBER C-6



 TOWN OF JUPITER ENGINEERING DIVISION 210 MILITARY TRAIL JUPITER, FLORIDA 33408 (561) 746-5134	ADA ACCESSIBLE PARKING DETAIL AND REQUIREMENTS	DETAIL NUMBER 101 Revised 2021.11	 TOWN OF JUPITER ENGINEERING DIVISION 210 MILITARY TRAIL JUPITER, FLORIDA 33408 (561) 746-5134	STANDARD PARKING DETAIL AND REQUIREMENTS	DETAIL NUMBER 102 Revised 2021.11	 TOWN OF JUPITER ENGINEERING DIVISION 210 MILITARY TRAIL JUPITER, FLORIDA 33408 (561) 746-5134	Concrete Sidewalk DETAIL AND REQUIREMENTS	DETAIL NUMBER 109a Revised 2014.03.27	 TOWN OF JUPITER ENGINEERING DIVISION 210 MILITARY TRAIL JUPITER, FLORIDA 33408 (561) 746-5134	TYPICAL CURBING DETAIL AND REQUIREMENTS	DETAIL NUMBER 106 Revised 2019.04.03
---	--	--	---	--	--	---	---	--	---	---	---



			<
--	--	--	--



PLANT SCHEDULE

<u>CODE</u>	<u>BOTANICAL NAME</u>	<u>COMMON NAME</u>	<u>CONT</u>	<u>CAL</u>	<u>SIZE</u>	<u>NATIVE</u>	<u>DROUGHT TOL.</u>	<u>QTY</u>
<u>TREES</u>								
IC	Ilex cassine	Dahoon Holly	Cont.	2" Cal.	12' HT X 5' SPR	Yes	Yes	6
PD	Pinus elliottii densa Stagger Heights in Groupings	Slash Pine	Cont.	3.5" Cal.	12'-16' O.A.	Yes	Yes	14
QV	Quercus virginiana	Southern Live Oak	Cont.	3" Cal.	14' HT X 6' SPR	Yes	Yes	2
SS	Sabal palmetto Slick Trunk, Stagger Heights in Groupings. 1/3 To Be Curved Trunks	Cabbage Palm	Cont.		10' - 18' CT	Yes	Yes	18
<u>SHRUBS</u>								
CH	Chrysobalanus icaco 'Horizontalis'	Horizontal Coco Plum	Cont.	24" O.C.	18"x18"	Yes	Yes	46
CR	Chrysobalanus icaco 'Red Tip'	Red Tip Coco Plum	Cont.	36" O.C.	24"x24"	Yes	Yes	54
EF	Eugenia foetida Full To Base	Spanish Stopper	Cont.	36" O.C.	60"X36"	Yes	Yes	69
ID	Ilex vomitoria 'Schillings Dwarf'	Schillings Dwarf Yaupon Holly	Cont.	24" O.C.	18"x18"	Yes	Yes	45
<u>SOD/SEED</u>								
SOD	Paspalum notatum 'Argentine'	Argentine Bahiagrass	Sod					± 11,681 sf

- PLANTING NOTES:**
1. CONTRACTOR SHALL REFER TO THE LANDSCAPE PLANTING DETAILS, PLANT LIST, GENERAL NOTES AND ALL CONTRACT DOCUMENTS FOR FURTHER AND COMPLETE INSTRUCTIONS.
 2. PLANT LIST QUANTITIES ARE PROVIDED FOR CONVENIENCE. IN THE EVENT OF QUANTITY DISCREPANCIES THE DRAWING SHALL TAKE PRECEDENCE. ANY DISCREPANCIES SHALL BE BROUGHT TO THE ATTENTION OF THE LANDSCAPE ARCHITECT PRIOR TO BIDDING.
 3. PLANT SIZES LISTED ARE THE MINIMUM SIZE THAT WILL BE ACCEPTED FOR THAT PLANT.
 4. ANY SUBSTITUTION IN SIZE AND/OR PLANT MATERIAL MUST BE APPROVED BY THE LANDSCAPE ARCHITECT IN WRITING. ALL PLANTS WILL BE SUBJECT TO APPROVAL BY LANDSCAPE ARCHITECT AND/OR OWNERS REPRESENTATIVE BEFORE PLANTING CAN BEGIN.
 5. CONTRACTOR SHALL FIELD ADJUST LOCATION OF PLANT MATERIAL AS NECESSARY TO AVOID DAMAGE TO EXISTING UNDERGROUND UTILITIES AND/OR INTERFERE WITH EXISTING ABOVE GROUND ELEMENTS. ALL CHANGES REQUIRED SHALL BE COMPLETED AT THE CONTRACTOR'S EXPENSE AND SHALL BE COORDINATED WITH THE OWNER'S REPRESENTATIVE AND THE LANDSCAPE ARCHITECT.
 6. THE CONTRACTOR SHALL BEAR ALL COSTS OF TESTING OF SOILS, AMENDMENTS, ETC. ASSOCIATED WITH THE WORK AND INCLUDED IN THE SPECIFICATIONS.
 7. CONTRACTOR SHALL FAMILIARIZE HIM/HERSELF WITH THE LIMITS OF WORK AND EXISTING CONDITIONS AND VERIFY ALL INFORMATION. IF DISCREPANCIES EXIST, CONTRACTOR SHALL NOTIFY OWNER'S REPRESENTATIVE IN WRITING WITHIN SEVEN CALENDAR DAYS OF NOTICE TO PROCEED.
 8. ALL NEW AND TRANSPLANTED PLANT MATERIAL SHALL BE IRRIGATED BY AN AUTOMATIC UNDERGROUND IRRIGATION SYSTEM.

CODE REQUIREMENTS		REQUIRED	PROVIDED
SEC 23-68(8): PROPERTY PERIMETER REQUIREMENTS FOR ANY COMMERCIAL ZONE (P1), ONE TREE (12-14" HT), EVERY 25 LF, PLUS A CONTINUOUS 2-3' HEDGE 208 LF / 25 LF = 9 TREES		9 TREES	5 TREES 12 PALMS
SEC 23-70(2)A: INTERIOR LANDSCAPE - FOUNDATION PLANTINGS A MINIMUM OF 40% OF THE PERIMETER OF THE PRINCIPAL BUILDING SHALL BE IMPROVED WITH FOUNDATION PLANTINGS. 208 LF X .40 = 84 LF		84 LF	84 LF
SEC 23-70(2)C: INTERIOR LANDSCAPE - FOUNDATION PLANTINGS THE MINIMUM WIDTH OF ANY FOUNDATION PLANTING AREA SHALL BE 3 FEET, MEASURED FROM A POINT LOCATED 12" FROM THE BUILDING.		336 SF	336 SF
SEC 23-70(2)F: INTERIOR LANDSCAPE - FOUNDATION PLANTINGS A MINIMUM OF ONE SHADE TREE (12-14' HT), 3 PALM TREES, (8-12' HT), OR 3 ACCENT TREES (6-10' HT), SHALL BE PROVIDED FOR EVERY 250 SF OF FOUNDATION PLANTING. 788 SF / 250 SF = 4 SHADE TREES, 12 PALMS, OR 12 ACCENT TREES		4 TREES	2 TREES 6 PALMS
SEC 23-70(3)A: VEHICULAR USE AREA STANDARDS EACH LANDSCAPE ISLAND PROVIDED SHALL CONTAIN ONE TREE (12-14' HT)		1 TREE	1 TREE

PLANS ARE IN NGVD 1929 DATUM
CONVERSION EQUATION IS BELOW:
(NGVD 1929) - 1.496' = (NAVD 1988)

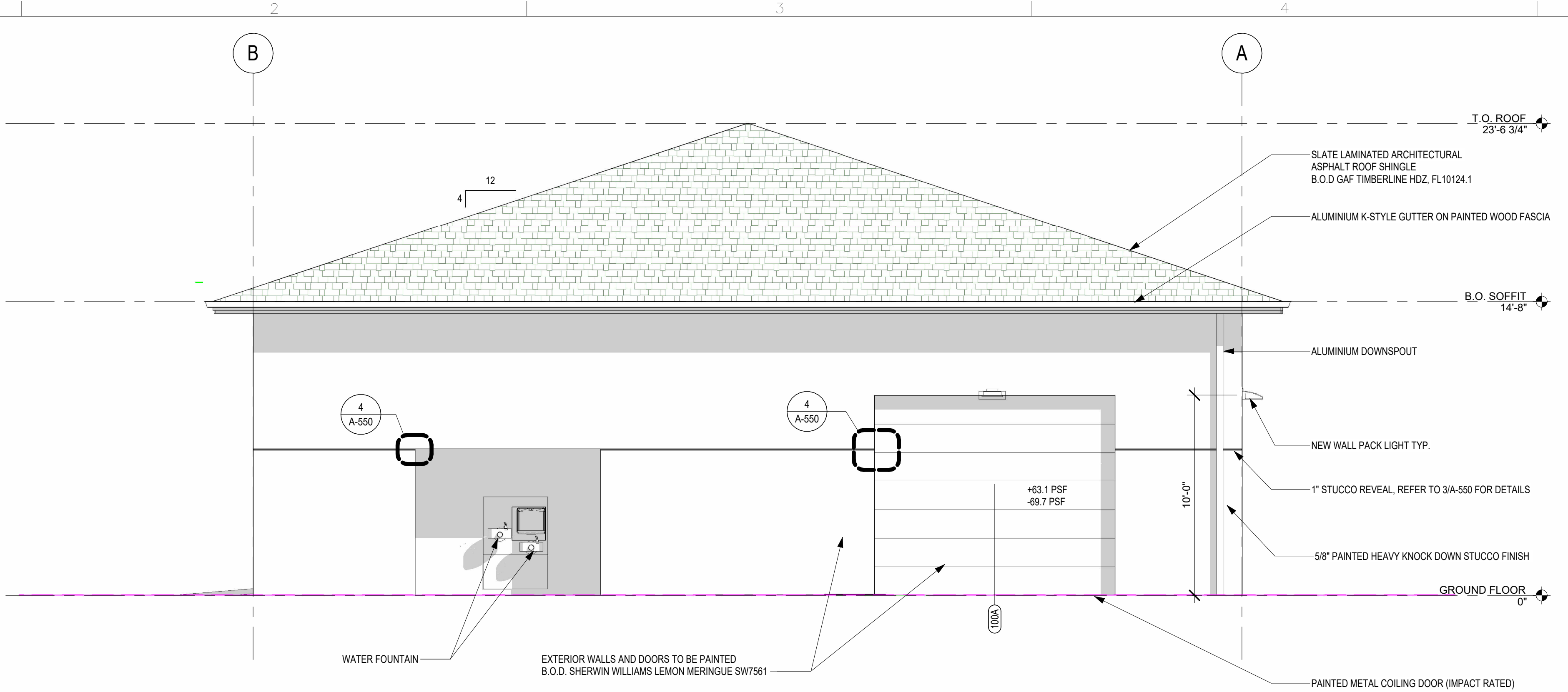
Always call 811 two full business days before you dig to have underground utilities located and marked.

Sunshine811.com

THE PRESENCE OF GROUNDWATER SHOULD BE ANTICIPATED. CONTRACTOR'S BID SHALL INCLUDE CONSIDERATION FOR ADDRESSING THIS ISSUE AND OBTAINING ALL NECESSARY PERMITS.

[illegible]

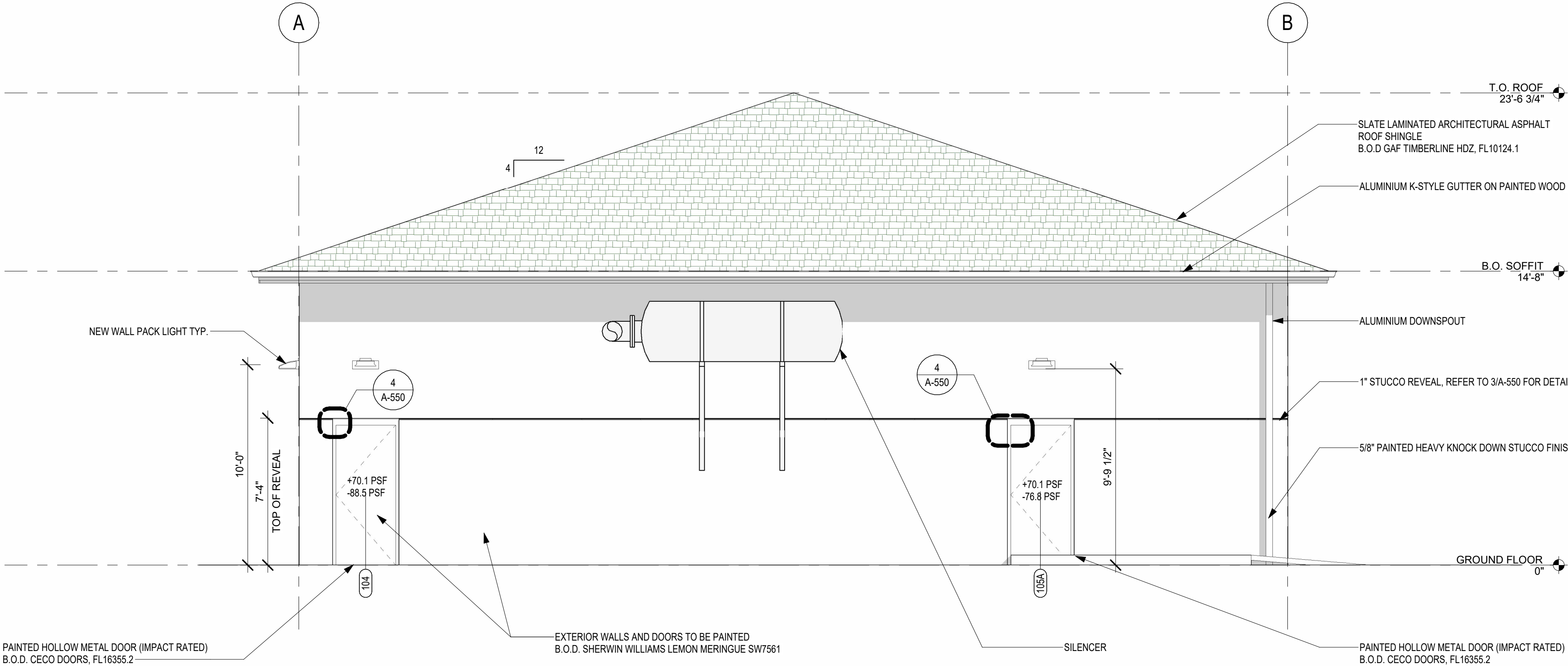
This document, together with the concepts and designs presented herein, is intended only for the specific purpose and client for which it was prepared. It shall be without liability to Kimley-Horn and Associates, Inc. for any improper reliance on this document without written authorization and adaptation by Kimley-Horn and Associates, Inc. and shall be without liability to Kimley-Horn and Associates, Inc.



North Elevation

1

SCALE: 1/4" = 1'-0"



South Elevation

2

SCALE: 1/4" = 1'-0"

No.	REVISIONS	DATE	BY

Kimley»Horn

1920 WEKIVA WAY SUITE 200, WEST PALM BEACH, FL 33411
PHONE: 561-845-0665 FAX: 561-863-8175
WWW.KIMLEY-HORN.COM REGISTRY NO. 35106

KHA PROJECT	044001261
DATE	MAY 2025
SCALE	AS SHOWN
DESIGNED BY	
DRAWN BY	AR
CHECKED BY	RC

ISLAND WAY ELECTRICAL BUILDING
PREPARED FOR
TOWN OF JUPITER

TOWN OF JUPITER

LICENSED PROFESSIONAL

FLORIDA NAME: ROBERT M. CASTROVINI LICENSE #:

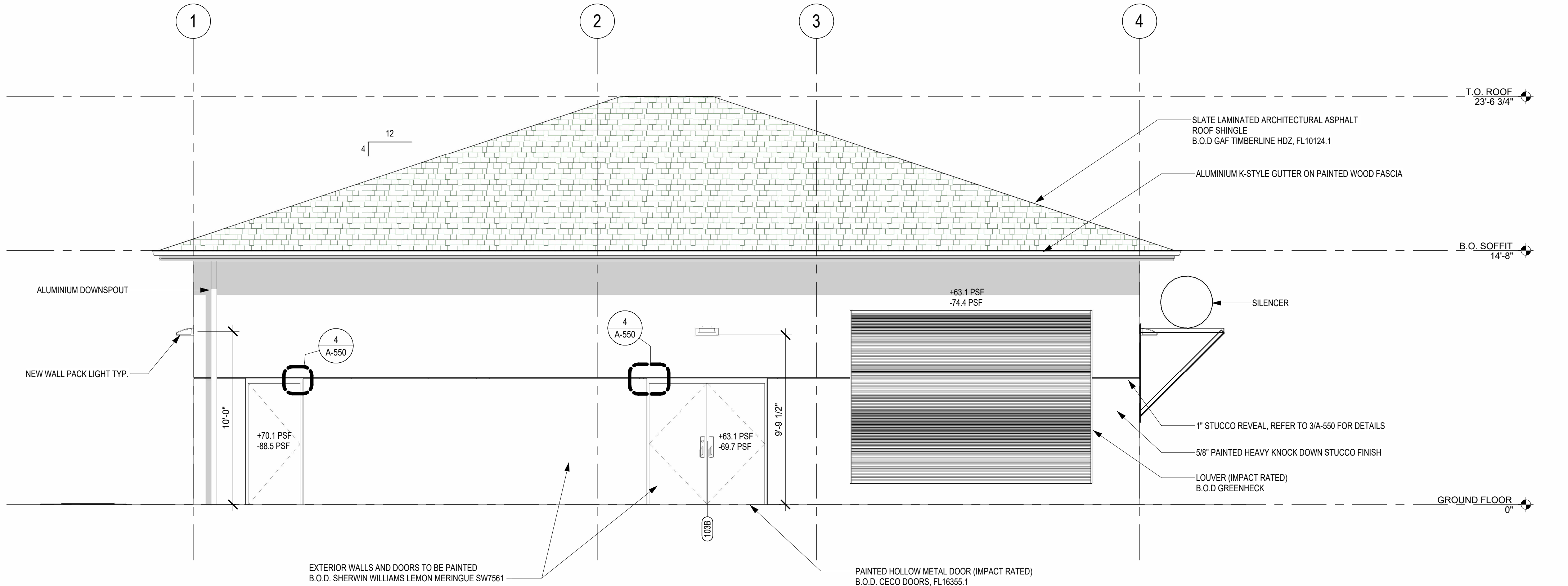
宋
Song + Associates
Architecture • Planning • Interior Design
1545 Centrepark Drive North,
West Palm Beach, Florida 33401
Telephone: 561-655-2423
Fax: 561-655-1482

EXTERIOR ELEVATIONS

SHEET NUMBER

A-501

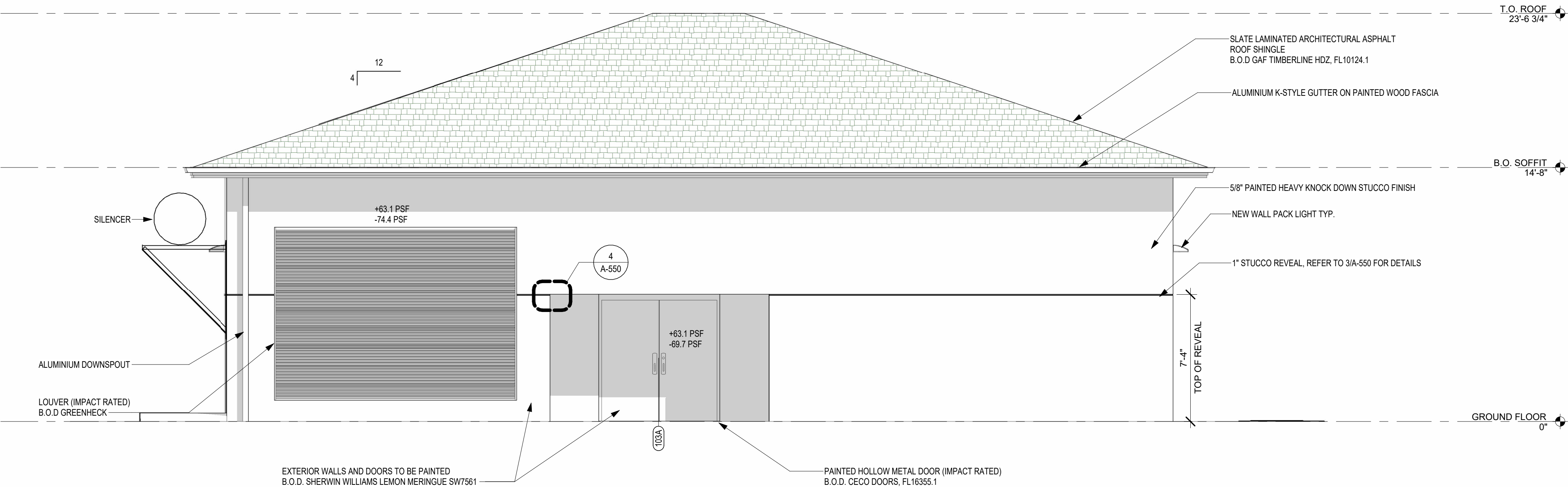
This document, together with the concepts and designs presented herein, is intended only for the specific purpose and client for which it was prepared. No use of and improper reliance on this document without written authorization and adaptation by Kimley-Horn and Associates, Inc. shall be without liability to Kimley-Horn and Associates, Inc.



West Elevation

1

SCALE: 1/4" = 1'-0"



East Elevation

2

SCALE: 1/4" = 1'-0"

SHEET NUMBER

A-502

No.	REVISIONS	DATE	BY

Kimley»Horn

1920 WEKIVA WAY SUITE 200, WEST PALM BEACH, FL 33411
PHONE: 561-845-0665 FAX: 561-863-8175
WWW.KIMLEY-HORN.COM REGISTRY NO. 35106

KHA PROJECT	044001261
DATE	MAY 2025
SCALE	AS SHOWN
DESIGNED BY	
DRAWN BY	AR
CHECKED BY	RC

**ISLAND WAY ELECTRICAL
BUILDING**
PREPARED FOR
TOWN OF JUPITER

TOWN OF JUPITER

LICENSED PROFESSIONAL

FLORIDA NAME: ROBERT M. CASTROVINCI
LICENSE #:

DATE:

ROBERT M. CASTROVINCI

宋
Song + Associates

Architecture • Planning • Interior Design
1545 Centrepark Drive North,
West Palm Beach, Florida 33401

Telephone:

561-655-2423

Fax:

561-655-1482

EXTERIOR ELEVATIONS

Jupiter Community Park (JCP) Utility Building



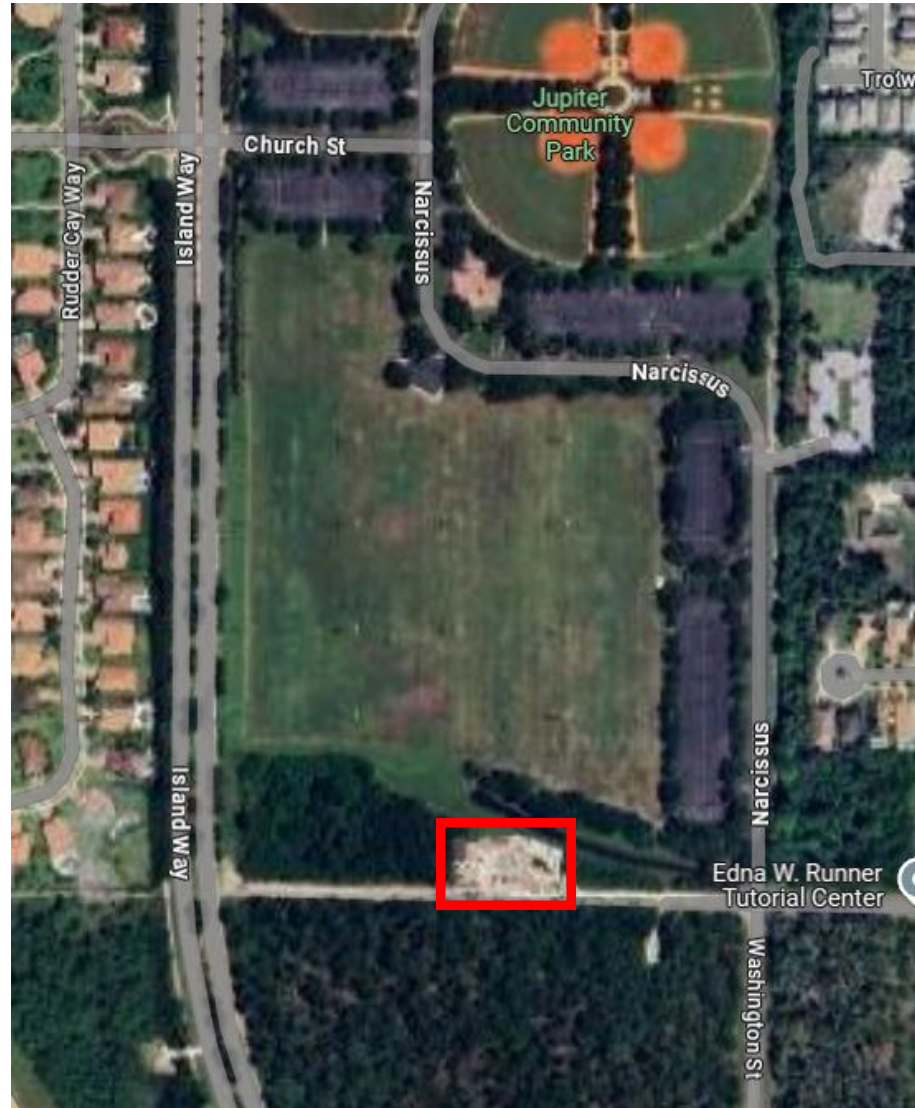
Town Council Meeting
June 17, 2025



宋 Song + Associates, Inc.
Architecture • Planning • Interior Design

Kimley»Horn

Project Location



Project Location and Information



Project Location
Town of Jupiter
Community Park

Kimley»Horn
Expect More. Experience Better.

- Location: 3377 Church St, Jupiter, FL 33458
- Acreage: Approx. +/- 7.69
- Current Use: Recreation
- FLU Designation: Recreation
- Zoning District: Public/Institutional (PI)

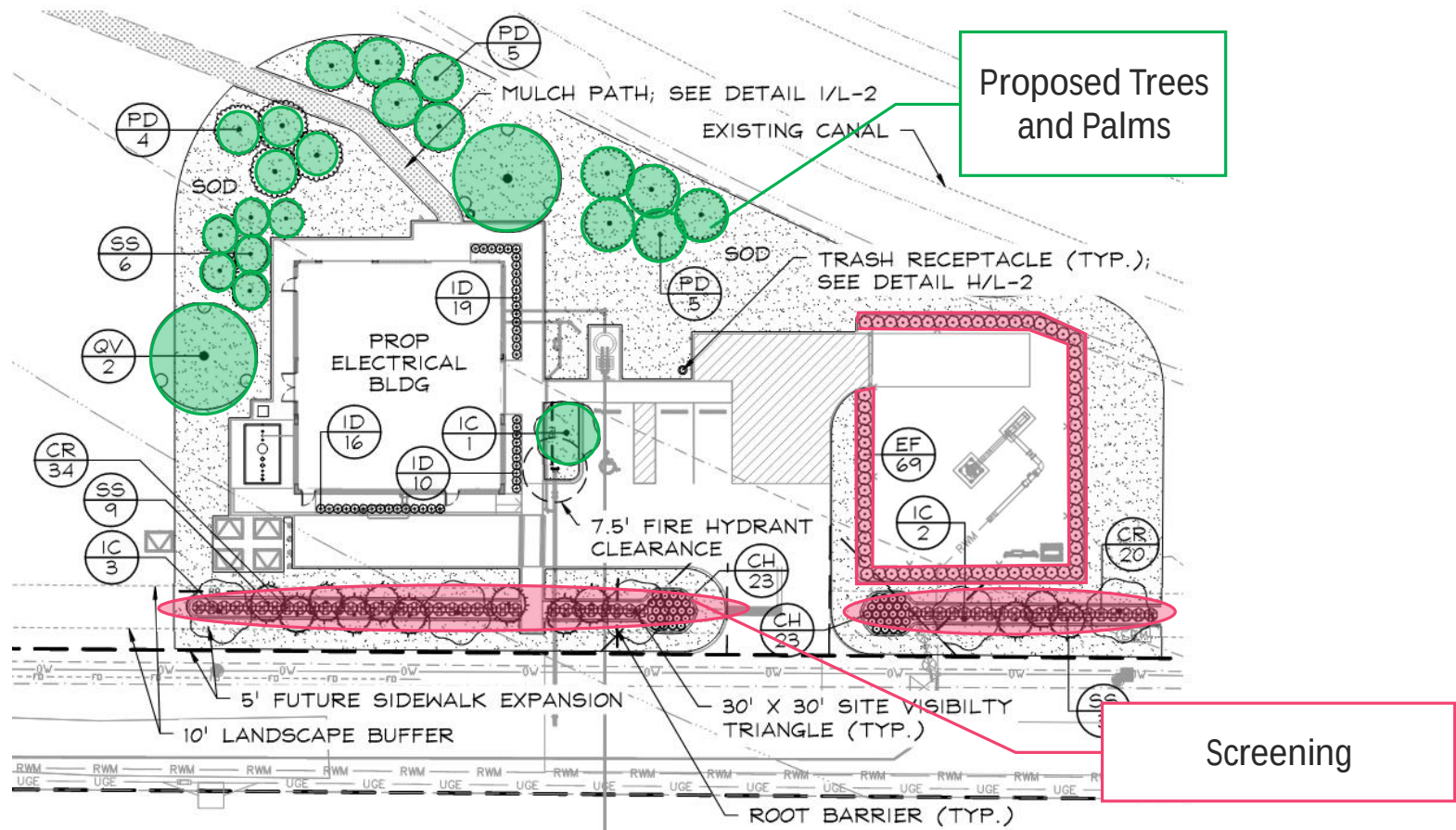
Proposed Project

- 2,526 gross square foot utility building
 - Serves as electrical and generator room for the Town's raw water supply wells
 - Provides both primary and back-up power
- Additional building components
 - Men's and women's restrooms for future Jupiter Community Park visitors
 - 513 square foot storage/garage space for park staff
- Site enhancements
 - Pedestrian mulch path access on north side
 - Provides 1 ADA and 2 standard parking spaces
- Project meets all development standards and criteria with no waiver or variance requests

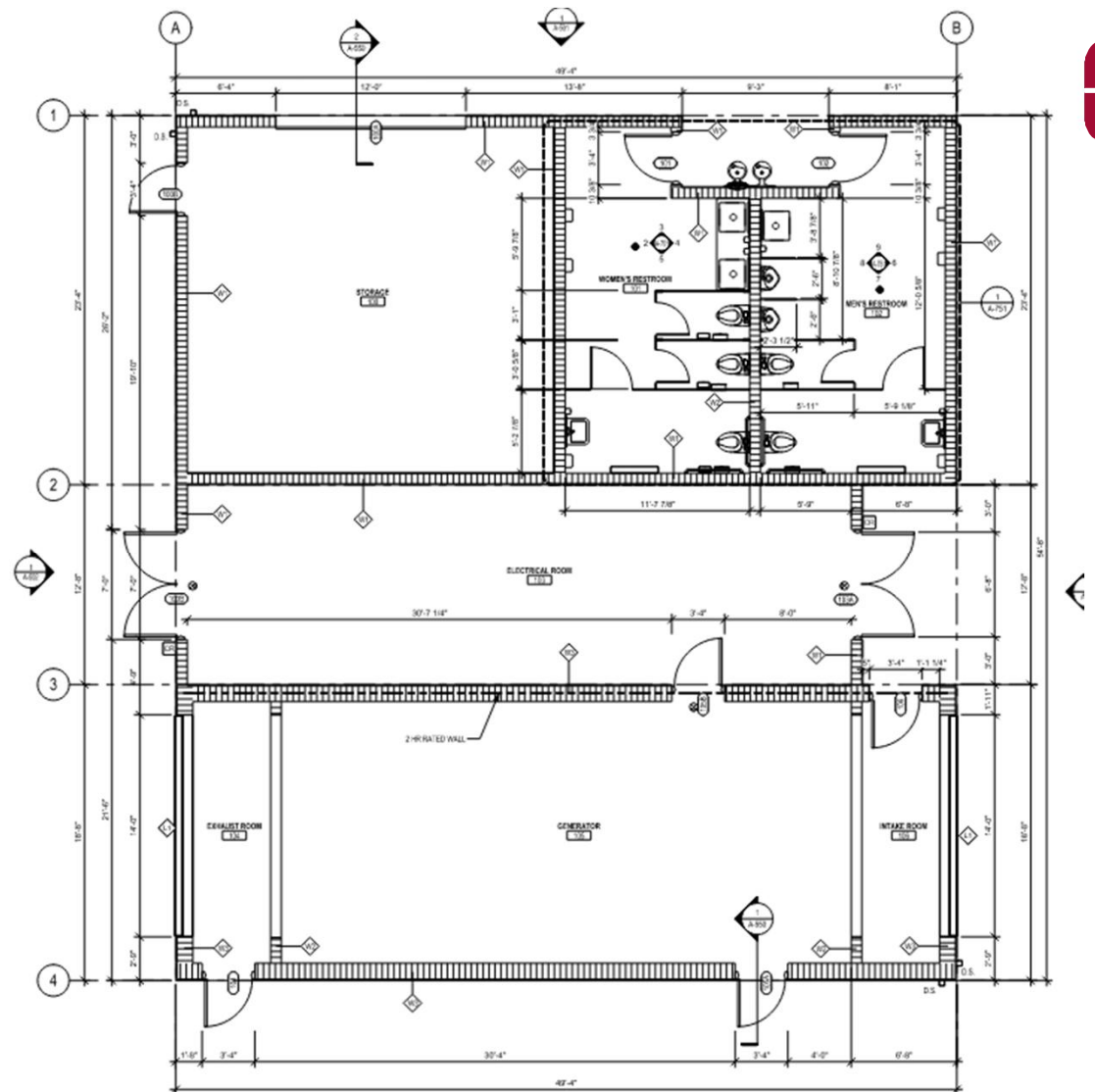
ET	
B.O.	
E	
RM	
UG	



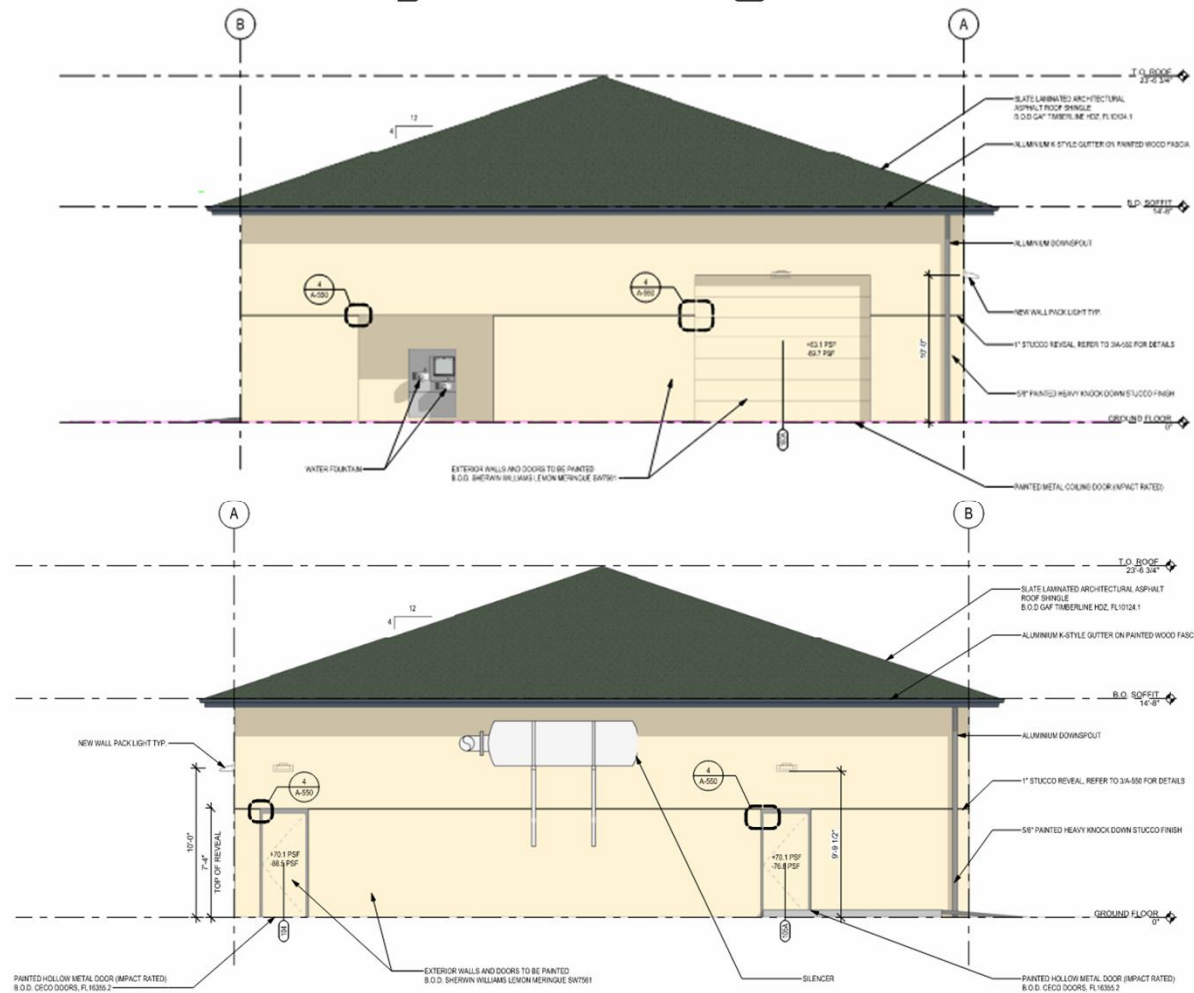
Proposed Landscaping



Floor Plan – Utility Building



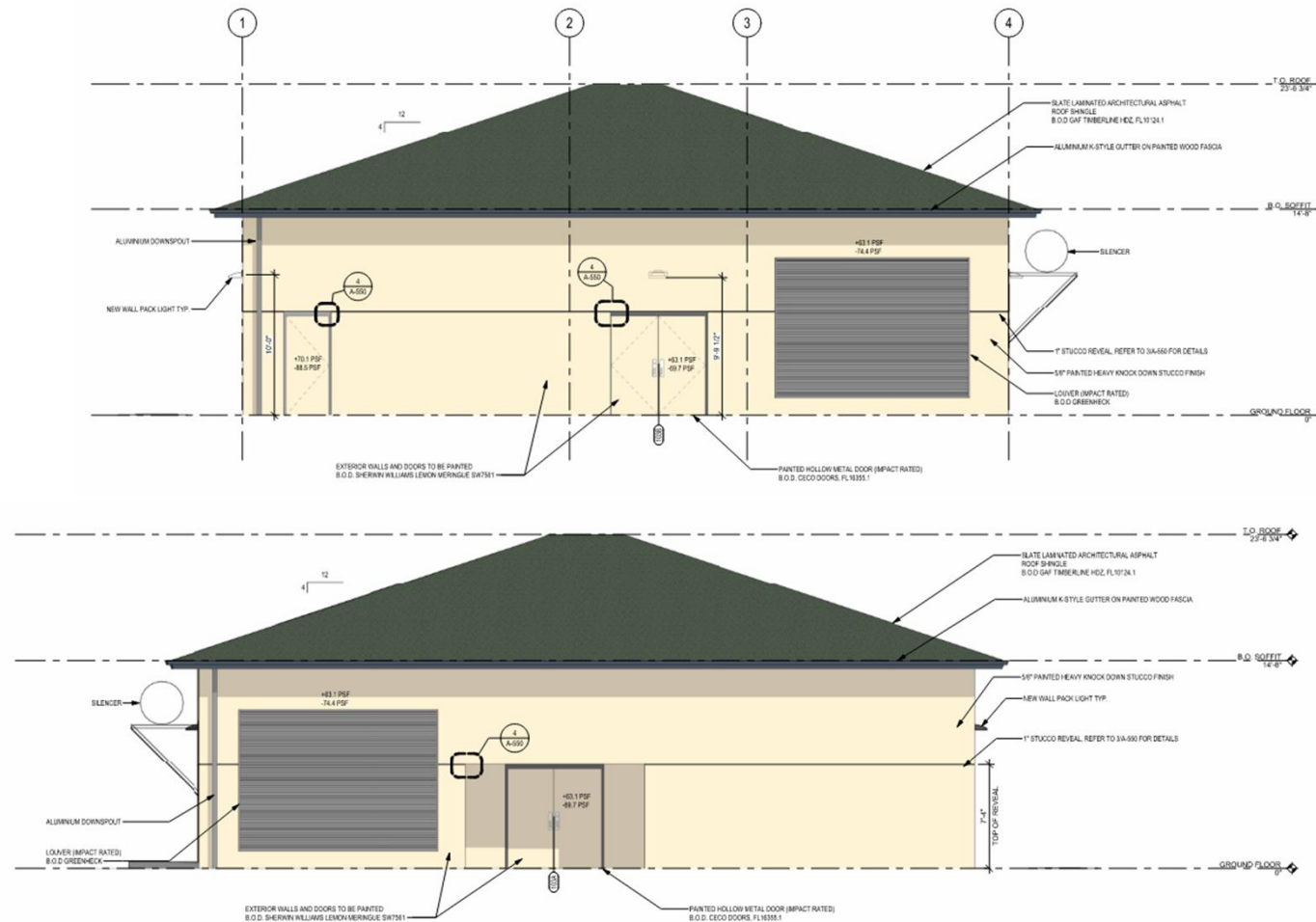
Elevations – Utility Building – North/South



North

South

Elevations – Utility Building – East/West



West

East

Existing Concession Building at Jupiter Community Park





Summary of the Request

- Recommendation for Approval of Site Plan for the proposed one-story, 2,526 sf building and associated improvements

Thank you!

TOWN OF JUPITER
Approving the Town of Jupiter 2025-2026 Community Development Block Grant (CDBG)
Action Plan



DATE	June 17, 2025
TO	Honorable Mayor and Members of Town Council
THRU	Frank Kitzerow, Town Manager
FROM	Satu Oksanen, Neighborhood Services Manager
SUBJECT	Resolution 57-25, Approval of the Town of Jupiter 2025-2026 Community Development Block Grant (CDBG) Action Plan

EXECUTIVE SUMMARY

Neighborhood Services is requesting Town Council's approval of the 2025-2026 Action Plan, which is the Town's application to the Department of Housing and Urban Development (HUD) to access Community Development Block Grant (CDBG) funding. If approved by HUD, the Town can expect \$312,843 in CDBG funding for Program Year 2025-2026 (October 1, 2025-September 30, 2026) to assist the Town's low- and moderate-income residents.

The Community Development Block Grant (CDBG) program is a flexible program that provides communities with resources to address a wide range of unique community development needs to assist low- and moderate-income residents. Since 1974, the CDBG program has been one of the longest, continuously run programs at the Department of Housing and Urban Development (HUD). The CDBG program provides annual grants on a formula basis to state and local governments. The Town of Jupiter has participated in the CDBG Program since 2012.

In FY2026, staff proposes to utilize the funding for Daily Park playground renovation (\$250,275) in the Pine Gardens North neighborhood, the town's low-moderate income area, to include vibrant new play equipment, shade structures, artificial turf, a communication board, and a pavilion with picnic tables. Amenities like benches, trash receptacles, a bike rack, and a water fountain with bottle filler will be replaced. The park layout will shift to utilize existing shade trees, with added landscaping to enhance the space.

In addition, the Town will apply the industry standard 20% of the CDBG funds for administrative costs needed to oversee new and underway projects, and provide general management and federal compliance of the CDBG funds by a consultant (\$62,568).

Thus, the proposed CDBG Projects for Program Year 2025-2026 are:

Daily Park Improvements	\$250,275
Administration (20% of the overall grant)	\$62,568
Total	\$312,843

For the preparation of the Annual Action Plan, the Town hosted two meetings on January 23, 2025, and March 13, 2025 and a final meeting on March 19, 2025. The meetings were held in

the morning and at night to accommodate all schedules. The meetings were advertised in the Palm Beach Post as well as the Town's website and social media. At the meetings, attendees were given an opportunity to identify housing and community development priorities for the Town, comment on past performance, and provide input on fair housing in Jupiter.

In addition, Neighborhood Services met with other Town departments and area non-profits to discuss the CDBG process and solicit projects. Neighborhood Services hosts an interdepartmental meeting, during which time CDBG is also discussed. The meetings typically consist of attendees from the Town of Jupiter Neighborhood Services, Engineering/Parks & Public Works, Planning and Zoning, Police and Parks & Recreation.

The draft plan was available for public comment for 30 days in the Neighborhood Services' office as well as on the Town's website. The public comment period was announced with an advertisement in the Palm Beach Post on May 16, 2025.

ANALYSIS

Staff is requesting Town Council approval of the 2025-2026 Annual Action Plan, which is the Town's application to the Department of Housing and Urban Development (HUD) to access \$312,843 in Community Development Block Grant (CDBG) funding in FY2026.

STRATEGIC PRIORITY

- Unique, Small Town Feel

ATTACHMENTS

1. Resolution 57-25
2. Town of Jupiter Annual Action Plan 2025-2026

FUNDING SOURCE

Department of Housing and Urban Development (HUD): \$312,843

For more information or copies of the attachments, please contact Satu Oksanen, Neighborhood Services Manager at SatuO@jupiter.fl.us or 561-741-2524.

Attachment 1

RESOLUTION NO. 57-25

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF
JUPITER, FLORIDA, AUTHORIZING STAFF TO APPLY FOR
COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS FROM THE
DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT BY
SUBMITTING THE TOWN'S 2025-2026 ANNUAL ACTION PLAN**

WHEREAS, the Town of Jupiter (Town) is eligible to apply for Community Development Block Grant (CDBG) funding from the Federal Government; and

WHEREAS, The Town of Jupiter has completed the Action Plan for 2025-2026 as the Town's application for this funding, and

WHEREAS, Staff has established addressing overall aesthetic, health and safety upgrades throughout the Town's low- and moderate income neighborhoods as a priority for the Town's residents by conducting public meetings to solicit input, and

WHEREAS, the Town Council has determined that addressing this aforementioned community development need is a priority for the Town and a significant benefit to the community; and

WHEREAS, the CDBG grant funds would be used for renovation of Daily Park in Pine Gardens North neighborhood as well as administrative costs needed to undertake the projects; and

WHEREAS, the said activities are in compliance with the Town of Jupiter's Consolidated Plan 2022-2026 submitted to HUD as well as the Town's Comprehensive Plan

NOW THEREFORE, be it resolved by the Town Council of the Town of Jupiter, Florida:

Section 1. The Town authorizes the Town Manager to sign any related grant application submittals on behalf of the Town.

Section 2. This Resolution shall take effect immediately upon its execution.



COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM

FY 2025-2026 ANNUAL ACTION PLAN

10/01/2025- 09/30/2026

Attachment 2

Executive Summary	2
AP-05 Executive Summary - 24 CFR 91.200(c), 91.220(b).....	2
PR-05 Lead & Responsible Agencies – 91.200(b)	5
AP-10 Consultation – 91.100, 91.200(b), 91.215(l)	6
AP-12 Participation – 91.105, 91.200(c)	10
Expected Resources	11
AP-15 Expected Resources – 91.220(c)(1,2).....	11
Annual Goals and Objectives.....	14
Projects.....	15
AP-35 Projects – 91.220(d).....	15
AP-38 Project Summary	16
AP-50 Geographic Distribution – 91.220(f)	17
Affordable Housing	18
AP-55 Affordable Housing – 91.220(g)	18
AP-60 Public Housing – 91.220(h).....	19
AP-65 Homeless and Other Special Needs Activities – 91.220(i)	21
AP-75 Barriers to affordable housing – 91.220(j)	23
AP-85 Other Actions – 91.220(k).....	24
Program Specific Requirements	26

Executive Summary

AP-05 Executive Summary - 24 CFR 91.200(c), 91.220(b)

1. Introduction

The Town of Jupiter is an entitlement community that receives federal funding from the U.S. Department of Housing and Urban Development (HUD) through the Community Development Block Grant (CDBG) program. Since 2012, the Town of Jupiter has received over \$3,000,000 in CDBG funds to support housing and community development initiatives that benefit low- to moderate-income individuals. These funds also help prevent or eliminate slums and blight and address urgent community needs.

For Fiscal Year (FY) 2025-2026, beginning October 1, 2025, the Town expects to receive \$312,843 in CDBG funding. To remain eligible for these funds, the Town must prepare and adopt a **Consolidated Plan** and an annual **Action Plan**. The Consolidated Plan is a five-year strategic document that outlines the Town's housing and community development priorities for HUD programs. The current plan, adopted in 2022, covers Program Years 2022-2026. The Annual Action Plan details the budget and specific action steps needed to achieve the Consolidated Plan's objectives.

2. Summarize the objectives and outcomes identified in the Plan

The Town of Jupiter has reached out to the public to assess community needs while establishing the goals and objectives of the Consolidated Plan and the Action Plan. Public input has been gathered through various avenues, such as meetings and public hearings. Citizens were asked to identify and prioritize needs in five categories: Economic Development, Affordable Housing, Fair Housing and Neighborhood Needs.

The Action Plan defines the one-year activities in relationship to the five-year goals and objectives of the Consolidated Plan covering FY 2022-2026. The Plan provides a brief description of the programs for the Town of Jupiter in FY 2025-2026.

All HUD funded activities must fit within the Outcome Performance Measurement Framework to provide standardized measurements nationwide. The framework consists of several objectives (i.e., Decent Housing, Suitable Living Environment and Economic Opportunity) and several outcomes (i.e., Availability/Accessibility, Affordability, and Sustainability). Funds for the FY 2025- 2026 are allocated among these objectives and outcomes.

3. Evaluation of past performance

Attachment 2

This evaluation looks at the grantee's previous accomplishments and how they shaped the Town's goals for the 2025-2026 fiscal year. A more detailed assessment can be found in the FY 2023-2024 Consolidated Annual Performance and Evaluation Report (CAPER). The grantee understands that regularly reviewing past performance is crucial for ensuring the successful implementation of projects and for keeping them aligned with the City's overall objectives.

In FY 2023-2024, the most recent completed year, the Town completed the following projects:

Roof Replacement

The Town assisted single-family homeowners with roof replacement. Priority was given to seniors and disabled low-income households in the Town.

- **Person Assisted:** 3
- **Expenditure:** \$68,107.03

CDBG-CV

Eastview Manor Park

The Eastview Manor Park used funds in the past year to install new playground equipment. This is a passive park as it did not have a playground structure. It has been a great addition to the community where families can benefit and enjoy the socially distant, outdoor recreation improvements the grant has funded.

4. Summary of Citizen Participation Process and consultation process

Summary from citizen participation section of plan.

The Citizen Participation Plan (CPP) in accordance with the Housing and Community Development Act of 1974, as amended and 24 CFR Part 91, Subpart B: Citizen Participation and Consultation, sets forth the citizen participation plan requirements. This section of the Act allows citizens to participate in the activities being funded in the community with an emphasis on the on persons of low- to moderate -income, in addition to slum and blighted areas.

The CPP sets forth the Town's policies and procedures for citizen participation in developing the Consolidated Plan, incremental action plans, any substantial amendments to such plans, and development of CAPER.

A draft of Jupiter's 2025-2026 Annual Action Plan was made available for public review, input and comments before being adopted by the Town Council and subsequently will be submitted to HUD. Citizens were encouraged to participate through public hearings held before the development of the draft, during review of the draft and adoption of the Action Plan. The plan was available for review May 5, 2025, through June 5, 2025.

Citizen Participation Timeline

Date	Activity
All month of January, 2025	Advertise Pre-Development meeting on Town's website
January 23, 2025	Pre- Development Public Meeting AM
January 23 th , 2025	Pre- Development Public Hearing PM
March 09, 2025	Advertise Pre-Development meeting in local paper and Town's website
March 13 th , 2025	Pre-Development Public Hearing
March 19 th , 2025	Pre-Development Public Hearing
May 15 th , 2025	Pre-Adoption Public Notice
May 15 th to June 16, 2025	30-day comment period
June 17 th , 2025	Pre-Adoption Public Hearing and Town Council Meeting
August 1 st , 2025	Transmit to HUD

5. Summary of public comments

On March 19, 2025 public meeting, a resident requested that the Town continue to fund rehabilitation programs in the Town.

6. Summary of comments or views not accepted and the reasons for not accepting them

N/A

7. Summary

N/A

PR-05 Lead & Responsible Agencies – 91.200(b)

1. Agency/entity responsible for preparing/administering the Consolidated Plan

Describe the agency/entity responsible for preparing the Consolidated Plan and those responsible for administration of each grant program and funding source.

Agency Role	Name	Department/Agency
CDBG Administrator	JUPITER	Neighborhood Services

Table 1 – Responsible Agencies

Narrative (optional)

The Town of Jupiter’s Neighborhood Services Department is leading the development of the 2025-2026 Annual Action Plan and will also oversee its implementation.

To ensure the success of the CDBG program, Neighborhood Services collaborates with the Town’s Engineering, Parks & Recreation, and Finance Departments, or any department that has a CDBG project. Additionally, the Town partners with a private firm to manage and monitor CDBG funds, ensuring compliance with federal regulations.

Consolidated Plan Public Contact Information

Satu Oksanen, Manager
Neighborhood Services
Town of Jupiter Police Department
196 Military Trail
Jupiter, FL 33458
(561) 741-2524
satuo@jupiter.fl.us

AP-10 Consultation – 91.100, 91.200(b), 91.215(l)

1. Introduction

Jupiter has implemented a citizen participation plan, where individuals of low- to moderate-income can advocate their needs as the public. The town has provided several meetings where multiple individuals were provided the opportunity to propose new ideas or needs within the guidelines of the objectives provided by CBDG.

Provide a concise summary of the jurisdiction’s activities to enhance coordination between public and assisted housing providers and private and governmental health, mental health and service agencies (91.215(l))

Currently, Jupiter’s entitlement funding isn’t enough to support every individual at risk of homelessness. Through the grant cycle, Neighborhood Services has partnered with local nonprofits like Jupiter Medical Center, Pearl Mae Foundation, and HealthyMe to provide assistance. These organizations aid individuals being discharged from the hospital to prevent them from experiencing homelessness in addition to other services they provide.

To sustain its affordable housing efforts, Jupiter has created a Workforce Housing Program Committee. This committee brings together diverse voices from the community, including nonprofit organizations, town staff, developers, residents, financial institution representatives, and the Jupiter Police Department. The group’s goal is to review existing affordable housing policies and create inclusive strategies to increase housing opportunities. In addition to CBDG-funded housing services, Jupiter has implemented various programs and policies, such as a density bonus program, to encourage private investment in affordable housing.

Jupiter has also taken a collaborative approach to address institutional gaps and improve coordination between departments. Multiple cross-departmental teams have been formed to bridge institutional gaps and improve coordination across town departments, including the CBDG Taskforce, which meets monthly and includes staff from the Police Department, Finance Department, Neighborhood Services, Administration, Utilities Department, Engineering and Public Works Department, Planning & Zoning Department, and Parks & Recreation Department. This team ensures seamless communication and timeliness of ongoing and future projects.

Additionally, the Neighborhood Topics group, consisting of members from Neighborhood Services, Code Compliance, the Building Department, Administration, Planning & Zoning, Jupiter Police Department, Engineering, and Parks & Recreation—meets as needed to address neighborhood issues, with a focus on supporting older, low- to moderate-income communities.

Describe coordination with the Continuum of Care and efforts to address the needs of homeless persons (particularly chronically homeless individuals and families, families with children, veterans, and unaccompanied youth) and persons at risk of homelessness.

Attachment 2

Jupiter does not have any homeless shelters in the area to house and serve those in the town. Due to this, the Jupiter Police Department, through an Interlocal Agreement, assists willing homeless individuals by transporting them to Palm Beach County's Lewis Center, where they receive intake services and individual assessments. As part of this effort, outreach workers provide information and resources to help individuals access the support they need.

Describe consultation with the Continuum(s) of Care that serves the jurisdiction's area in determining how to allocate ESG funds, develop performance standards for and evaluate outcomes of projects and activities assisted by ESG funds, and develop funding, policies and procedures for the operation and administration of HMIS

Not applicable because the Town does not receive ESG Funding.

2. Describe Agencies, groups, organizations and others who participated in the process and describe the jurisdiction's consultations with housing, social service agencies and other entities

Attachment 2

1	Agency/Group/Organization	EL Sol
	Agency/Group/Organization Type	Services-Education Services-Employment
	What section of the Plan was addressed by Consultation?	Non-Homeless Special Needs Anti-poverty Strategy
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	The agency was consulted through interagency committees that work on common goals for the residents of Jupiter. Improved coordination for Special Needs population and Public Services to their clients.
2	Agency/Group/Organization	HealthyMe
	Agency/Group/Organization Type	Services-Health Health Agency
	What section of the Plan was addressed by Consultation?	Health Care
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	The agency was consulted through various sub-recipient meetings. The outcome is to include the feedback from a public health organization.
3	Agency/Group/Organization	Pearl Mae Foundation
	Agency/Group/Organization Type	Services-Elderly Persons Services-Persons with Disabilities Services-Health
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Non-Homeless Special Needs

Attachment 2

How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	A stakeholder interview was held with the Executive Director to discuss the feedback received from their clientele as it relates to needs of elderly services.
--	--

Table 2 – Agencies, groups, organizations who participated

Identify any Agency Types not consulted and provide rationale for not consulting

All relevant agencies required for the development of this plan were consulted. There are no additional agencies that were omitted from the consultation process.

Other local/regional/state/federal planning efforts considered when preparing the Plan

Name of Plan	Lead Organization	How do the goals of your Strategic Plan overlap with the goals of each plan?
Continuum of Care	Palm Beach County	Jupiter works in conjunction with Palm Beach County on various projects to coordinate services.
FY 2024-2025 Action Plan	Palm Beach County Housing Authority	The Town of Jupiter does not have a Housing Authority. Parties requiring assistance in public housing will connect with Palm Beach County Housing Authority.

Table 3 – Other local / regional / federal planning efforts

AP-12 Participation – 91.105, 91.200(c)

- 1. Summary of citizen participation process/Efforts made to broaden citizen participation
Summarize citizen participation process and how it impacted goal-setting**

Attachment 2**Citizen Participation Outreach**

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
1	Meeting	Non-targeted/broad community	Jan 27, 2025, Pre-Development Public Notice AM	None	None	www.jupiter.fl.us
2	Meeting	Non-targeted/broad community	January 27, 2025, Pre-Development Public Meeting PM	None	None	www.jupiter.fl.us
3	Newspaper Ad	Non-targeted/broad community	March 9, 2025, Pre-Development Public Meeting PM	None	None	www.palmbeachpost.com
3	Meeting	Non-targeted/broad community	March 13, 2025, Pre-Development Public Meeting PM	None	None	www.jupiter.fl.us
4	Meeting	Non-targeted/broad community	March 19, 2025, Pre-Development Public Meeting PM	Request for housing rehabilitation programs	None	www.jupiter.fl.us
5	Newspaper Ad/ Online	Non-targeted/broad community	May 4, 2025, Pre-Adoption Public Notice	None	None	www.palmbeachpost.com
6	Other	Non-targeted/broad community	May 5 to June 5, 2025, Pre-Adoption Public Notice 30 Day Comment Period	None	None	www.palmbeachpost.com
7	Public Hearing	Non-targeted/broad community	June 6, 2025, Public Hearing Town Council Meeting	None	None	www.jupiter.fl.us

Table 4 – Citizen Participation Outreach

Expected Resources

AP-15 Expected Resources – 91.220(c)(1,2)

Introduction

The City receives CDBG funds annually, funds are used to carry out activities that benefit low and moderate-income persons. The City does not anticipate generating program income during this fiscal year.

Anticipated Resources

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 3				Expected Amount Available Remainder of ConPlan \$	Narrative Description
			Annual Allocation: \$	Program Income: \$	Prior Year Resources: \$	Total: \$		
CDBG	Public-Federal	Public Improvement and Planning and Administration	\$312,843	0		\$312,843		The Town has identified one project plus planning and administration for funding in the 4th Program Year of the 2022-2026 Consolidated Plan.
						Total: \$312,843		

Table 5 - Expected Resources – Priority Table

Attachment 2

Explain how federal funds will leverage those additional resources (private, state and local funds), including a description of how matching requirements will be satisfied

The Town may use general revenue funds to leverage CDBG funds when needed for a project. The Town does not receive other Federal or state funds for affordable housing.

Attachment 2

If appropriate, describe publicly owned land or property located within the jurisdiction that may be used to address the needs identified in the plan

Discussion

The Town of Jupiter does not have any publicly owned land that may be used to address the needs identified in the plan.

Annual Goals and Objectives

AP-20 Annual Goals and Objectives

Goals Summary Information

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
1	Public Services Infrastructure	2025	2026	Non-Housing Community Development	202 BG 3	Infrastructure Improvements	CDBG: \$250,275	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit
4	Administration	2025	2026	Other	Town of Jupiter	Other	CDBG: \$62,568	

Table 6 – Goals Summary

Goal Descriptions

1	Goal Name	Public Facility/Infrastructure Improvement
	Goal Description	Provision of adequate public facilities and infrastructure to ensure their operation at an efficient level of service and enhance the livability of low- and moderate-income neighborhoods. Activities will be implemented in areas where the population is predominantly low- and moderate income or will serve a limited clientele that is predominately low/moderate income and will be in the form of new construction or rehabilitation/upgrading of existing facilities.
4	Goal Name	Administration
	Goal Description	General management and compliance of the CDBG program. Townwide impact.

Projects

AP-35 Projects – 91.220(d)

Introduction

The following are the descriptions for each of the proposed program activities for the FY 2025-2026 Action Plan year:

Projects

#	Project Name
1	Daily Park
2	Planning and Administration

Table 7 - Project Information

Describe the reasons for allocation priorities and any obstacles to addressing underserved needs

Jupiter is committed to supporting low-income neighborhoods. Under typical CDBG regulations, area benefit project like parks, sidewalks, infrastructure, and community centers—must serve areas where at least 51% of residents are low- to moderate-income. However, for communities where fewer than a quarter of Census block groups meet this threshold, HUD classifies them as “exception grantees.” As an exception grantee, the Town has a lower requirement, with 38.10% of residents needing to be low- to moderate-income for eligibility.

AP-38 Project Summary

Project Summary Information

1	Project Name	Daily Park
	Target Area	Census Tract 00202 BG 3
	Goals Supported	Infrastructure Improvement
	Needs Addressed	Public Facility Improvement
	Funding	CDBG \$250,274
	Description	The playground at Daily Park is scheduled to be completely replaced in FY26. This will include all new upgraded and vibrantly colored equipment, shade structures, artificial turf surfacing, communication board and a new pavilion with picnic table. Additionally, all amenities will be replaced including benches, trash receptacles, bike rack and a new water fountain with bottle filler. The park layout will also be shifted to take advantage of existing shade trees and new landscaping will be added This project is partially funded by CDBG.
	Target Date	10/01/25 to 9/30/26
	Estimate the number and type of families that will benefit from the proposed activities	715 LMI families
	Location Description	700 Douglas Drive, Jupiter, FL 33458
	Planned Activities	Public Facility Improvement
2	Project Name	Planning and Administration
	Target Area	N/A
	Goals Supported	N/A
	Needs Addressed	N/A
	Funding	CDBG \$62,567
	Description	Administrative duties relative to the overall grant program and fair housing activities. This activity is assumed to benefit low- and moderate-income persons and is eligible under 24 CFR section 570.206
	Target Date	9/30/2026
	Estimate the number and type of families that will benefit from the proposed activities	N/A
	Location Description	N/A
	Planned Activities	Planning and Administrative Services

AP-50 Geographic Distribution – 91.220(f)

Description of the geographic areas of the entitlement (including areas of low-income and minority concentration) where assistance will be directed

The Town of Jupiter has 54 census tract block groups, 13 of these block groups are of low- to moderate-income according to the 2016-2020 ACS data HUD is using for the CDBG FY 2025-2026. The Town is an exception grantee.

Geographic Distribution

Census Tract	Block Group	Low-Mod %
000204	1	71.30%
000210	1	41.10%
000213	1	87.20%
000216	1	56.40%
000222	1	84.30%
000104	2	55.70%
000202	2	74.50%
000213	2	38.10%
000202	3	87.20%
000210	3	74.80%
000406	3	42.10%
000408	3	59.10%
000202	4	56.30%

Table 8 - Geographic Distribution

Rationale for the priorities for allocating investments geographically

Funds are allocated annually to prioritize housing, community, and economic development needs and activities as identified through the Town's 2022-2026 consolidated planning process and consultation with the Town's 2023-2027 Capital Improvement Plan (CIP), and other planning documents prepared by the Town.

Affordable Housing

AP-55 Affordable Housing – 91.220(g)

Introduction

Due to the Town receiving a relatively small CDBG allocation annually, the FY 2025-2026 funds will not be used for affordable housing. However, the Town provides additional incentives through its Workforce Housing Trust fund.

One Year Goals for the Number of Households to be Supported
Homeless
Non-Homeless
Special-Needs
Total

Table 9 - One Year Goals for Affordable Housing by Support Requirement

One Year Goals for the Number of Households Supported Through
Rental Assistance
The Production of New Units
Rehab of Existing Units
Acquisition of Existing Units
Total

Table 10 - One Year Goals for Affordable Housing by Support Type

Discussion

AP-60 Public Housing – 91.220(h)

Introduction

The Town of Jupiter does not have a Housing Authority. Parties requiring assistance in public housing or those desiring to transition to homeownership will rely upon Palm Beach County's public housing authority.

Actions planned during the next year to address the needs to public housing

The Palm Beach County Housing Authority (PBCHA) is committed to meeting the immediate needs of public housing residents and voucher recipients through targeted initiatives. This includes making sure vouchers are fully utilized, keeping existing units occupied, and reviewing housing options each year to expand affordable housing opportunities. PBCHA also leverages grants to provide supportive services that help families work toward economic self-sufficiency.

In addition to assisting low-income residents with rent, utility, and relocation assistance programs, PBCHA is actively seeking funding to support operations, maintain properties, and invest in capital improvements. The organization is also working to secure vouchers for vulnerable populations, including survivors of domestic violence, individuals experiencing homelessness, non-elderly people with disabilities, homeless veterans, families in unstable housing situations, and youth who have left foster care.

Actions to encourage public housing residents to become more involved in management and participate in homeownership

PBCHA is dedicated to increasing resident involvement by seeking a Resident Board Member from its public housing and Housing Choice Voucher programs. The organization also supports the development of a Resident Advisory Board or Resident Councils to offer input on annual and five-year capital action plans.

To further promote economic stability, PBCHA is committed to adopting rent policies and evaluating programs that encourage employment through partnerships with local and regional organizations. It will also provide residents with the tools they need for job skills development and work to boost participation in programs like Family Self-Sufficiency (FSS), Jobs Plus, and ROSS for public housing residents, as well as FSS for HCV participants.

If the PHA is designated as troubled, describe the manner in which financial assistance will be provided or other assistance

The Palm Beach County Housing Authority's Housing Choice Voucher program is currently designated as troubled, but the organization remains committed to improving operations, strengthening compliance, and increasing accountability. To stabilize the program, PBCHA will leverage resources, management tools, and industry best practices to recruit, retain, and train staff. Efforts to address these issues will involve thorough analysis, strategic adjustments, and flexible

solutions to adapt to evolving needs while ensuring regulatory compliance.

AP-65 Homeless and Other Special Needs Activities – 91.220(i)

Introduction

The Town of Jupiter is committed to serving its homeless populations even though it does not currently have any homeless shelters within its Town limits.

Describe the jurisdictions one-year goals and actions for reducing and ending homelessness including

The Town will continue its partnership with Palm Beach County's Homeless Outreach Team (HOT), which spearheads the County's homeless outreach program.

Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs

The Town of Jupiter will continue its partnership with Palm Beach County's Homeless Outreach Team (HOT), which leads the County's homeless outreach program. The HOT team will continue to travel to various locations within Palm Beach County where homeless people are known to gather to conduct initial on-site assessments and make decisions on what programs and services are most needed. Town is assisting in their annual homeless count, typically done in January.

Addressing the emergency shelter and transitional housing needs of homeless persons

The Town of Jupiter has an Interlocal agreement with the County to transport potential clients to the Lewis Center, which is the main point of access for homeless services in Palm Beach County.

Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again

The Town of Jupiter is within the boundaries of the West Palm/Palm Beach County CoC. Palm Beach County will continue to use HUD's Continuum of Care funding to support the operation of permanent supportive housing programs.

Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: being discharged from publicly funded institutions and systems of care (such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); or, receiving

assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs.

The Lewis Center will continue to coordinate with various hospitals and other facilities to enter into Memorandums of Agreement that establish the policies and procedures for hospitals and mental health institutions to make referrals to the Lewis Center.

AP-75 Barriers to affordable housing – 91.220(j)

Introduction:

Actions it planned to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment

The Town of Jupiter's Workforce Housing program provides the following

- Density bonuses up to 100 percent of base density of residential land use designation;
- Other incentives include traffic performance standard exemptions for workforce housing units and expedited permitting.
- Workforce housing plan – Inclusionary requirement of 6% for developments of 10 dwelling units or more and a requirement of 20% of increased density associated with a land use amendment or rezoning;
- Construction standards for workforce housing; and
- Payment of fee or donation of land in lieu of constructing workforce dwelling units.

AP-85 Other Actions – 91.220(k)

Introduction:

The Town of Jupiter plans to continue assisting the community in all possible avenues and takes pride in going the extra step in supporting its residents with responsive and exceptional municipal services including HOA and homeowner grant programs with a budget over \$80,000. The Town also supports numerous local non profits annually through its Charitable Donations. The budget for the program is \$50,000.

Actions planned to address obstacles to meeting underserved needs

The primary obstacles to meeting underserved needs are the lack of nonprofit human resources in the Town of Jupiter coupled with growing gaps between housing costs. The CDBG formula allocation is not enough to meet the needs of the underserved population within the Town. Every year the Town hosts a hometown celebration called Jupiter Jubilee, and as a part of that, the Civic Fair houses over 50 local nonprofits. It is an opportunity for providers to reach potential clients across the Town.

Actions planned to foster and maintain affordable housing

The biggest challenges in meeting underserved needs in the Town of Jupiter are the limited nonprofit workforce and the growing gap between housing costs. The current CDBG formula allocation isn't enough to fully support the town's underserved population. As part of the Town's annual hometown celebration Jubilee, every year Neighborhood Services hosts a Civic Fair that highlights approximately 50 local nonprofit agencies. This is an opportunity for service providers to outreach to thousands of attendees at the Jubilee.

Actions planned to reduce lead-based paint hazards

Lead Based Poisoning Prevention Act of 1971, Section 570.608 of the CDBG regulations, states that rehabilitation work on housing built before 1978 that is financially assisted with program funds is subject to requirements that will control lead-based paint hazards. As necessary, the Town will require a risk assessment to identify lead-based paint hazards, perform interim control measures to eliminate any hazards that are identified or, in lieu of a risk assessment, perform standard treatments throughout a unit. The type and amount of Federal assistance and rehabilitation hard costs for the unit will determine the level of lead hazard reduction to be completed. In addition, notices shall be sent to all purchasers or tenants of housing with potential lead-based hazards informing them of the potential existence of the hazards, the potential harmful effects, and

the Town staff designee's lead-based paint policy.

Actions planned to reduce the number of poverty-level families

As the lead agency for implementing the Consolidated Plan, Jupiter's Neighborhood Services team will work closely with different partner organizations to meet the plan's goals. These partners include healthcare and social services, neighborhood residents, faith-based organizations, and other town departments. Rather than relying on a single program to target poverty, Jupiter takes an inclusive approach, understanding that its root causes—such as health, age, employment and housing access—vary. The primary focus is to provide residents with support they need.

Actions planned to develop institutional structure

Jupiter has created strong relationships with external organizations as well as internal departments to deliver programs, projects and services listed in the Consolidated Plan and the Action Plan.

The Town of Jupiter has competitively procured professional services for planning, administration, and implementation of its Community Development Block Grant (CDBG) program. The consultant will have the primary responsibility of overseeing the implementation of the strategies defined in the 2025-2026 Action Plan. The consultant will also be responsible for maintaining and improving the institutional structure necessary to carry out Jupiter's Consolidated Plan.

Actions planned to enhance coordination between public and private housing and social service agencies

The Town of Jupiter actively collaborates with public and private housing providers, as well as governmental health, mental health, and service agencies, to strengthen coordination and support for residents. In the past, the Town has distributed a needs assessment application to neighborhood task force members and social service agencies, including faith-based organizations. This application allowed those interested in applying for CDBG funds to support public service programs, direct client services, economic development initiatives, or eligible housing activities. Additionally, Jupiter has done one-on-one stakeholder interviews and public hearings to educate participants on CDBG funding and its eligible uses.

Program Specific Requirements

AP-90 Program Specific Requirements – 91.220(l)(1,2,4)

Introduction:

For Program Year 2025-2026, Jupiter anticipates receiving \$273,367 in CDBG funding to support two planned activities. As a relatively small entitlement jurisdiction, the Town does not expect to generate any program income from these activities.

Community Development Block Grant Program (CDBG)

Reference 24 CFR 91.220(l)(1)

Projects planned with all CDBG funds expected to be available during the year are identified in the Projects Table. The following identifies program income that is available for use that is included in projects to be carried out.

1. The total amount of program income that will have been received before the start of the next program year and that has not yet been reprogrammed	0
2. The amount of proceeds from section 108 loan guarantees that will be used during the year to address the priority needs and specific objectives identified in the grantee's strategic plan	0
3. The amount of surplus funds from urban renewal settlements	0
4. The amount of any grant funds returned to the line of credit for which the planned use has not been included in a prior statement or plan.	0
5. The amount of income from float-funded activities	0
Total Program Income	0

Other CDBG Requirements

1. The amount of urgent need activities	0
2. The estimated percentage of CDBG funds that will be used for activities that benefit persons of low and moderate income. Overall Benefit - A consecutive period of one, two or three years may be used to determine that a minimum overall benefit of 70% of CDBG funds is used to benefit persons of low and moderate income. Specify the years covered that include this Annual Action Plan.	100.00%

TOWN OF JUPITER
Private Stormwater Improvement Grant Agreement with Jupiter Country Club HOA



DATE	June 17, 2025
TO	Honorable Mayor and Members of Town Council
THRU	Frank Kitzerow, Town Manager
FROM	Amanda Barnes, Utilities Director
SUBJECT	Resolution 59-25: Approving a Private Stormwater Improvement Grant Agreement with Jupiter Country Club HOA for \$35,285.00

EXECUTIVE SUMMARY

Resolution 59-25 provides for the award of a grant funding agreement under the Town's Private Stormwater Improvements Grant Program with the following entity:

Private Stormwater System Owner	Proposed Project Cost	Grant Funding Request
Jupiter Country Club Homeowner's Association (HOA)	\$70,570.00	\$35,285.00

As part of the Town's Community Investment Program (CIP), funding was appropriated for private stormwater system improvement grants, whereby the Town offers funding assistance in the form of a reimbursable grant for up to a 50/50 cost share to private communities, institutions and commercial developments undertaking projects with the goal of improving stormwater runoff quality or minimizing flood risk.

Two grant applications were received by the March 31, 2025, deadline, evaluated and scored in accordance with the Town's Private Stormwater Improvement Grant Policy by a committee comprised of three Town of Jupiter staff members. The application submitted by Jupiter Country Club Homeowners Association (JCC HOA) was deemed by the Committee to meet the requirements of the grant policy, where the project is within Town of Jupiter municipal limits, the proposed improvements are new, and the proposed improvements are intended to improve water quality. The other application did not meet the requirements of the grant policy and was evaluated by the committee to be a maintenance project to address grading deficiencies of an existing parking lot.

Water quality improvements proposed by JCC HOA's grant application include the installation of a series of bubble aerators and fountains in three of their target lakes. The aeration devices will increase dissolved oxygen (DO) in the lakes by circulating the water with ambient air, thereby reducing algae growth, undesirable nutrients, and foul odors.

Funding for this grant request is available and appropriated by the Town's Community Investment Program (CIP) under the Private Stormwater Improvement Grant (S1007) program. It is anticipated that Jupiter Country Club HOA will complete the proposed improvements within one year from the date of the executed grant agreement.

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

ANALYSIS

The grant application submitted on January 22, 2025, by the Jupiter Country Club HOA meets the requirements of the Town's Private Stormwater Improvement Grant policy, as evaluated by a committee of three Town Utility staff members. Funding for the requested \$35,285 reimbursement for equipment and installation costs is available in the Private Stormwater Improvement Grant (S1007) CIP project budget. If the grant funding agreement is approved and executed, actual reimbursement will be based on actual construction costs, not to exceed \$35,285.

STRATEGIC PRIORITY

- Fiscal Responsibility
- Safety

ATTACHMENTS

1. Resolution 59-25
2. Jupiter Country Club HOA Agreement and Application
3. FY2025 Private Stormwater Improvement Grant (S1007) Adopted CIP Sheet
4. Committee Evaluation Forms

FUNDING SOURCE

Approved in Budget	\$122,590	Sources: Private Stormwater Improvement Grant CIP Acct. 41051538-582001-S1007
--------------------	-----------	--

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

RESOLUTION NO. 59-25

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF JUPITER, FLORIDA, APPROVING A PRIVATE STORMWATER IMPROVEMENT GRANT AGREEMENT WITH JUPITER COUNTRY CLUB HOA, AND AUTHORIZING THE TOWN MANAGER TO EXECUTE THE GRANT AGREEMENT AND APPROVE THE PURCHASE ORDER ON BEHALF OF THE TOWN.

WHEREAS, the Town of Jupiter (“Town”) through its Stormwater Utility offers cooperative grant funding for private stormwater systems to improve the regional stormwater system performance by enhancing water quality and/or minimizing the risk of flooding; and

WHEREAS, Jupiter Country Club Home Owner’s Association (HOA) applied to the Town on January 22, 2025, requesting grant funding in an amount of \$35,285; and

WHEREAS, the Town Committee who evaluated Jupiter Country Club HOA’s application found it to comply with the Town’s Private Stormwater Improvement Grant policy and be eligible for award of grant funding; and

WHEREAS, a funding agreement memorializing the terms of the grant has been prepared and is attached hereto.

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

Section 1. The grant agreement between the Town of Jupiter and Jupiter Country Club HOA is hereby approved and accepted.

Section 2. The Town Manager is authorized and directed to execute said agreement and issue the purchase order on behalf of the Town.

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

06/17/25

AGREEMENT

This Agreement is made and entered as of the ____ day of _____, _____, by and between the TOWN OF JUPITER, FLORIDA, a Florida municipal corporation, 210 Military Trail, Jupiter, Florida 33458, hereinafter referred to as the "Town", and Jupiter Country Club HOA, whose mailing address is 280 Cortona Blvd, Jupiter, Florida 33478, hereinafter referred to as the "Recipient".

ARTICLE 1 - PROJECT DESCRIPTION

The Recipient shall, to the satisfaction of the Town, fully and timely perform all work described in the "Stormwater Grant Application," a copy of which is attached hereto and incorporated herein as Exhibit "A" (The Project). All work shall be done in strict accordance with Town of Jupiter Codes and Standards. To ensure compliance a mandatory preconstruction meeting with the Town's Project Manager shall be required.

ARTICLE 2 –TERM

The term of the Agreement shall commence on the date of execution and shall continue for one year from the date of execution.

ARTICLE 3 - TIME OF THE ESSENCE

The parties hereto agree that time is of the essence in the performance of each and every obligation under this Agreement.

ARTICLE 4 - COMPENSATION\FUNDING PAYMENTS AND REPORTING

As consideration for providing the goods and services required by this Agreement, the Town shall pay the Recipient the lesser amount of 50% of the certified actual costs of construction or \$35,285.00. The Recipient shall perform all work in strict accordance with Exhibit "A".

The Town shall make payment to the Recipient upon completion and acceptance of the Project. The Recipient shall provide certification that the project has been completed in accordance with Exhibit "A" of this Agreement. The Recipient's invoice shall reference the Town's Application Number and shall be sent to the Project Manager at the following address:

Town of Jupiter
Stormwater Improvement Funding Program
P.O. Box 8900
Jupiter, FL 33468-8900
Attn: Jonathan A. Batista, P.E., Senior Utilities Engineer

The Town shall inspect all work and review final reports before authorization of payment is made to the Recipient. The Town shall pay the full amount of the invoice within thirty (30) days of receipt and acceptance, provided the Recipient has performed the work according to the terms and conditions of this Agreement. When requesting payment, the Recipient shall submit certified actual costs of construction for review including contractor, material invoices and evidence of payment of same. Funding may be withheld if the Recipient has not submitted required reports or met all of the administrative requirements until such time as these requirements are met. Payment by the Town shall be made upon final completion of all work described in Exhibit "A".

However, any deviation from the reporting instructions may result in a delay of payment by the Town.

ARTICLE 5- PROJECT MANAGEMENT

The parties hereto shall direct all matters arising in connection with the performance of this Agreement, other than invoices and notices, to the attention of the Project Managers for attempted resolution or action. The Project Managers shall be responsible for overall coordination and oversight relating to the performance of this Agreement.

NOTICES

All notices, demands, or other communications to the Recipient under this Agreement shall be in writing and shall be deemed received if sent by certified mail, return receipt requested, to the address stated below:

Jupiter Country Club HOA
280 Cortona Blvd
Jupiter, FL
Attn: Christine DiRenzo

All notices to the Town under this Agreement shall be in writing and sent by certified mail to:

Town of Jupiter
Stormwater Improvement Funding Program
P.O. Box 8900
Jupiter, FL 33468-8900
Attn: Jonathan A. Batista, P.E., Senior Utilities Engineer

The Recipient shall also provide a copy of all notices to the Town's Project Manager. All notices required by this Agreement shall be considered delivered upon receipt. Should either party change its address, written notice of such new address shall promptly be sent to the other party. All correspondence to the Town under this Agreement shall reference the Town's Application Number.

ARTICLE 6 - TERMINATION

If either party fails to fulfill its obligation under this Agreement in a timely and proper manner, the other party shall have the right to terminate this Agreement by giving the other party written notice of the obligation which the noticing party deems to be in default. The party alleged to be in default shall then have ten (10) calendar days from receipt of notice to correct the deficiency. If the defaulting party fails to correct the deficiency within this time, this Agreement shall terminate at the expiration of the ten (10) day time period. In the event the Recipient's funding becomes unavailable, that shall be good and sufficient cause for the Town to terminate the Agreement.

The Town may terminate this Agreement at any time for convenience upon thirty (30) calendar days prior written notice to the Recipient. The performance of work under this Agreement may be terminated by the Town whenever the Town shall determine that such termination is in the best interest of the Town. Any such termination shall be affected by delivery to the Recipient of a Notice of Termination specifying the extent to which performance of work under the Agreement is terminated, and the date upon which such termination becomes effective. If in the event of termination, the Town shall only be required to compensate the Recipient for any previously authorized and accepted work performed through the termination date. The Town shall be relieved of any and all future obligations hereunder including but not limited to, lost profits and consequential damage under this agreement. The Town may withhold all payments to the Recipient for such work until such times as the Town determines the exact amount due to the Recipient.

ARTICLE 7 - ATTORNEY'S FEES

If either party initiates legal action, including appeals, to enforce this Agreement, the prevailing party shall be entitled to recover its costs and a reasonable attorney's fee.

ARTICLE 8 -LIST COSTS AND RECORDS RETENTION

The Recipient shall maintain records and the Town shall have inspection and audit rights as follows:

A. Maintenance of Records. The Recipient shall maintain all financial and non-financial records and reports directly or indirectly related to the negotiation or performance of this Agreement, including supporting documentation for any service rates, expenses, research or reports. Such records shall be maintained and made available for inspection for a period of five (5) years from completing performance and receiving final payment under this Agreement.

B. Examination of Records. The Town or its designated agent shall have the right to examine in accordance with generally accepted governmental auditing standards all records directly or indirectly related to this Agreement. Such examination may be made only within five (5) years from the date of final payment under this Agreement and upon reasonable notice, time and place.

C. Extended Availability of Records for Legal Disputes. In the event that the Town should become involved in a legal dispute with a third party arising from performance under this Agreement, the Recipient shall extend the period of maintenance for all records to the Agreement until the final disposition of the legal dispute, and all such records shall be made readily available to the Town.

D. Public Records Act.

The Recipient acknowledges that all documents generated in association with the Project are public records and the Recipient shall allow public access to all Project documents and materials in accordance with the provisions of Chapter 119, Florida Statutes. Should the Recipient assert any exemptions to the requirements of Chapter 119 and related Statutes, the burden of establishing such exemption, shall be upon the Recipient. In the event the Town becomes a defendant in a public records lawsuit due to the Recipient's failure to produce public records, the Recipient shall hold harmless and indemnify the Town.

ARTICLE 9 - STANDARDS OF COMPLIANCE

The Recipient warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms and conditions of the Agreement, and shall abide by all legal, financial, and reporting requirements, as required here

The Recipient, its employees, subcontractors or assigns, shall comply with all applicable federal, state, and local laws and regulations relating to the performance of this Agreement. The Town undertakes no duty to ensure such compliance, but will attempt to advise the Recipient, upon request, as to any such laws of which it has present knowledge.

The Recipient hereby assures that no person shall be excluded on the grounds of race, color, creed, national origin, handicap, age or sex from participation in, denied the benefits of, or is otherwise subjected to discrimination in any activity under this Agreement. The Recipient shall take all measures necessary to effectuate these assurances.

ARTICLE 10 - GOVERNING LAW/VENUE

The laws of the State of Florida shall govern all aspects of the Agreement. In the event it is necessary for either party to initiate legal action regarding this Agreement, venue shall be in the Fifteenth Judicial Circuit for claims under state law and in the Southern District of Florida for any claims which are justifiable in federal court.

The Recipient shall obtain, at its sole expense, all necessary licenses, authorizations and permits from the appropriate private party or federal, state, municipal or local agency, and other governmental approvals, prior to commencing performance of the Agreement.

ARTICLE 11 - INDEMNIFICATION AND INSURANCE

The following indemnification clause shall only be applicable to private entities:

For value received, which is hereby acknowledged, the Recipient shall defend, indemnify, save, and hold the Town, its agents, assigns, and employees, harmless from any and all claims or causes of action, including without limitation, all damages, losses, liabilities, expenses, costs, and attorney's fees related to such claims, resulting from any negligent or intentional act or omission, or the violation of any federal, state, or local law or regulation, by the Recipient, its subcontractors, agents, assigns, invitee, or employees in connection with this Agreement. The Recipient further acknowledges that it is solely responsible for ensuring its compliance and the compliance of its subcontractors, agents, assigns, invitee and employees with the terms of this Agreement. The provisions of this paragraph survive the termination or expiration of this Agreement.

The following shall only apply if the work is being performed on Town property:

The Recipient shall procure and maintain, through the term of the Agreement, insurance coverage reflecting, at a minimum, the statutory limits in compliance with applicable state and federal laws. General liability coverage and automobile liability shall be at minimum, \$500,000 per occurrence. The coverage required shall extend to all employees and subcontractors of the Recipient.

ARTICLE 12 - RELATIONSHIP BETWEEN THE PARTIES

The Recipient is an independent contractor and is not an employee or agent of the Town. Nothing in this Agreement shall be interpreted to establish any relationship other than that of an independent contractor between the Town and the Recipient, its employees, agents, subcontractors, or assigns, during or after the performance of this Agreement.

The Recipient shall not assign, delegate, or otherwise transfer its rights and obligations as set forth in this Agreement without the prior written consent of the Town. Any attempted assignment without the Town's written consent will be a violation and the provision shall be void.

It is the intent and understanding of the Parties that this Agreement is solely for the benefit of the Recipient and the Town. No person or entity other than the Recipient of the Town shall have any rights or privileges under this Agreement in any capacity whatsoever, either as third-party beneficiary or otherwise.

ARTICLE 13- FORCE MAJEURE

Notwithstanding any provisions of the Agreement to the contrary, the Parties shall not be held liable for any failure or delay in the performance of this Agreement that arises from fires, floods, strikes, embargoes, acts of the public enemy, unusually severe weather, outbreak of war, restraint of Government, riots, civil commotion which are hereby deemed to be beyond the control of the Parties. Failure to perform shall be excused during the continuance of such circumstances but this Agreement shall otherwise remain in effect.

In the event any provisions of this Agreement shall conflict, or appear to conflict, the Agreement, including Exhibit "A" Stormwater Grant Application, which is attached hereto and made a part of the Agreement shall be interpreted as a whole to resolve any inconsistency.

ARTICLE 14- NON-WAIVER OF RIGHTS

Failures or waivers to insist on strict performance of any covenant, condition, or provision of this Agreement by the parties, their successors and assigns shall not be deemed a waiver of any of its rights or remedies, nor shall it relieve the other party from performing any subsequent obligations strictly in accordance with the terms of this Agreement. No waiver shall be effective unless in writing and signed by the party against whom enforcement is sought. Such waiver shall be limited to provisions of this Agreement specifically referred to therein and shall not be deemed a waiver of any other provision. No waiver shall constitute a continuing waiver unless the writing states otherwise.

ARTICLE 15- SEVERABILITY

Should any term or provision of this Agreement be held, to any extent, invalid or unenforceable, as against any person, entity or circumstance during the term hereof, by force of any statute, law, or ruling of any forum of competent jurisdiction, such invalidity shall not affect any other term or provision of the Agreement, to the extent that the Agreement shall remain operable, enforceable and in full force and effect to the extent permitted by law.

ARTICLE 16- AMENDMENTS

This Agreement may be amended only by a written document executed by the parties.

ARTICLE 17- ENTIRE UNDERSTANDING

This Agreement states the entire understanding and agreement between the Parties and supersedes any and all written or oral representations, statements, negotiations or agreements previously existing between the parties with respect to the subject matter of this Agreement. The Recipient

recognizes that any representatives, statements or negotiations make by the Town staff do not suffice legally bind the Town in a contractual relationship unless they have been reduced to writing and signed by an authorized Town representative.

ARTICLE 18-ASSIGNMENTS

This Agreement shall inure to the benefit of and shall be binding upon the parties, their respective assigns, and successors in interest.

EXECUTED by the Town this _____ day of _____, ~~2022~~ 2025

ATTEST: TOWN OF JUPITER, FLORIDA

~~Laura Cahill, CMC, Town Clerk~~

Frank Kitzerow, Town Manager

Stephanie Proffer, CMC, Deputy Town Clerk

[TOWN SEAL]

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

Thomas J. Baird, Town Attorney

EXECUTED by the Recipient this _____ day of _____, _____.

WITNESSES:
Christine Di Renzo



RECIPIENT:

Signed by:



F831DF03041147E...

Name, Title Jim Garde

Private Stormwater Improvement Grant Application

Private Stormwater Improvement Grant Application

This application must be completed in its entirety with appropriate statements and requested documentation.

Applications can be printed and mailed to the attention of Jonathan Batista, Town of Jupiter Utilities, 210 Military Trail, Jupiter, FL 33458 or submitted via this form.

Applicant's Name:*

Jupiter Country Club HOA

Address:*

280 Cortona Boulevard

City:*

Jupiter

State:*

FL

Zip:*

33478

Email:*

cdirengo@campbellproperty.com

Phone:

561-203-7910

Project Contact's Name:*

Christine Di Renzo

Title:*

Association Manager

Phone:*

561-373-3974

Email:*

cdirengo@campbellproperty.com

Provide a brief description of the project:*

FISCAL YEAR 2025

PRIVATE STORMWATER IMPROVEMENT

GRANT APPLICATION

JUPITER COUNTRY CLUB HOA

Provide a brief description of the project.

In order to maintain the wellness of Jupiter Country Club's community lakes with respect to balanced pH water, algae control and promote healthy aquatic plant and marine life the HOA wishes to install a series of aquatic aeration. These aeration systems will include bubble aerators placed on lake bottoms and fountains to promote Lake Wellness. Several different options for these systems including electrical powered piston compressor systems and solar powered diaphragm compressor systems have been evaluated and considered.

What type of benefit does this provide?

Aeration is one component of good water management. Improved aeration in ponds and lakes through the use of fountains and diffusers improves aesthetics and encourages the growth of desirable plant species. Without proper oxygenation, water may become stagnant, overrun with algae, emit unpleasant odors, and become a breeding ground for mosquitos.

The benefits of aeration are as follows:

1. Prevents fish kills and improves fish quality, reduces midge flies and mosquitos, circulates and clarifies the water.
2. Increases the dissolved oxygen throughout the entire water bodies and eliminates foul odors.
3. Oxidizes and removes bottom muck and sediment, reduces nutrient levels.
4. Reduces algae growth.

The HOA will does provide regular maintenance programs (weekly, monthly, quarterly) for cleaning and removing vegetation, trash and debris commonly collected in the aquatic systems. Overtime, storm water system control structures naturally erode, crack and degrade. Licensed professionals will repair and maintain these as well.

By working and coordinating with a licensed professional in the area of lake management, the HOA desires to install a series of bubblers (aerators) and fountains which would serve to properly aerate lake and pond water. These systems would be designed in accordance with all municipal county and state requirements and the focus would be to follow the Town of Jupiter's lead in providing these in an environmentally safe manner utilizing as much green thinking and planning to reach these goals. JCC HOA is committed to maintaining its storm water systems in compliance with all regulations and applicable laws as well as ensuring the used of storm water Best Management Practices.

Project Funding Information:

Funding Amount Requested: \$35,285.00

Total Project Cost: \$70,570.00

Applicant Match: \$35,285.00

Source of other funds: HOA Capital Funds

*JCC HOA has the funds currently to pay for their share of the costs of the project.

Detailed Breakdown of Project Costs (3 lakes):

3 Fountains installed in 3 lakes (equipment-labor-lights-electric): \$70,570.00

Tax INCLUDED

Total \$70,570.00

*Cut sheets and bids are attached

List permits required for this project:

Permits have not been applied for but the HOA anticipates and will comply with all local and state permit requirements. A professional contractor will be retained and take the lead in ensuring 100% compliance.

Funding Amount Requested:*

35,285.00

Total Project Cost:*

70,570.00

NOTE: Amount may not exceed 50% of total project costs

Applicant's Match (%):*

50%

Source of other funds:*

Operating Budget

Does the applicant have funds available and budgeted to pay for the applicant's share of the project cost?*☒ Yes☐ No**What type of benefit does this project provide?***

What type of benefit does this provide?

Aeration is one component of good water management. Improved aeration in ponds and lakes through the use of fountains and diffusers improves aesthetics and encourages the growth of desirable plant species. Without proper oxygenation, water may become stagnant, overrun with algae, emit unpleasant odors, and become a breeding ground for mosquitos.

The benefits of aeration are as follows:

1. Prevents fish kills and improves fish quality, reduces midge flies and mosquitos, circulates and clarifies the water.
2. Increases the dissolved oxygen throughout the entire water bodies and eliminates foul odors.
3. Oxidizes and removes bottom muck and sediment, reduces nutrient levels.
4. Reduces algae growth.

The HOA will does provide regular maintenance programs (weekly, monthly, quarterly) for cleaning and removing vegetation, trash and debris commonly collected in the aquatic systems. Overtime, storm water system control structures naturally erode, crack and degrade. Licensed professionals will repair and maintain these as well.

By working and coordinating with a licensed professional in the area of lake management, the HOA desires to install a series of bubblers (aerators) and fountains which would serve to properly aerate lake and pond water. These systems would be designed in accordance with all municipal county and state requirements and the focus would be to follow the Town of Jupiter's lead in providing these in an environmentally safe manner utilizing as much green thinking and planning to reach these goals. JCC HOA is committed to maintaining its storm water systems in compliance with all regulations and applicable laws as well as ensuring the used of storm water Best Management Practices.

Project Engineer's Name*

Chris York, Superior Waterway Services, Inc.

Address:

6701 Garden Road, Suite 1, Riviera Beach, FL

Phone

561-844-0284

Email*

chrisy@superiorwaterway.com

List permits required for project. If applied for, provide application date(s) and status. If permits have been received, attach copies with your application.*

N/A

Is this project being taken in response to permit conditions issued or enforcement actions taken against the applicant by the Town or any other agency?*

☐ Yes

☒ No

Has the applicant received funding from the Town for another project within the past five (5) years?*

☒ Yes

☐ No

9) Can the project be completed and operational within one year of potential grant award?*

☒ Yes

☐ No

Applicants Name:*

Date:*

Jupiter Country Club HOA

1/22/2025

By checking the box below I agree, I am the Applicant any have the proper authorization to submit for this grant.*

☒ Agree

*Florida has a very broad public records law. Under Florida law, e-mail addresses are public records. The Town makes every effort to protect individual privacy, but may be compelled to provide e-mail addresses in some circumstances under Florida law. If you do not wish to provide your e-mail when applying for this grant, please call Jonathan Bastista at 561-741-2705.

**FISCAL YEAR 2025
PRIVATE STORMWATER IMPROVEMENT
GRANT APPLICATION
JUPITER COUNTRY CLUB HOA**

Provide a brief description of the project.

In order to maintain the wellness of Jupiter Country Club's community lakes with respect to balanced pH water, algae control and promote healthy aquatic plant and marine life the HOA wishes to install a series of aquatic aeration. These aeration systems will include bubble aerators placed on lake bottoms and fountains to promote Lake Wellness. Several different options for these systems including electrical powered piston compressor systems and solar powered diaphragm compressor systems have been evaluated and considered.

What type of benefit does this provide?

Aeration is one component of good water management. Improved aeration in ponds and lakes through the use of fountains and diffusers improves aesthetics and encourages the growth of desirable plant species. Without proper oxygenation, water may become stagnant, overrun with algae, emit unpleasant odors, and become a breeding ground for mosquitos.

The benefits of aeration are as follows:

1. Prevents fish kills and improves fish quality, reduces midge flies and mosquitos, circulates and clarifies the water.
2. Increases the dissolved oxygen throughout the entire water bodies and eliminates foul odors.
3. Oxidizes and removes bottom muck and sediment, reduces nutrient levels.
4. Reduces algae growth.

The HOA will does provide regular maintenance programs (weekly, monthly, quarterly) for cleaning and removing vegetation, trash and debris commonly collected in the aquatic systems. Overtime, storm water system control structures naturally erode, crack and degrade. Licensed professionals will repair and maintain these as well.

By working and coordinating with a licensed professional in the area of lake management, the HOA desires to install a series of bubblers (aerators) and

fountains which would serve to properly aerate lake and pond water. These systems would be designed in accordance with all municipal county and state requirements and the focus would be to follow the Town of Jupiter's lead in providing these in an environmentally safe manner utilizing as much green thinking and planning to reach these goals. JCC HOA is committed to maintaining its storm water systems in compliance with all regulations and applicable laws as well as ensuring the used of storm water Best Management Practices.

Project Funding Information:

Funding Amount Requested: \$35,285.00

Total Project Cost: \$70,570.00

Applicant Match: \$35,285.00

Source of other funds: HOA Capital Funds

*JCC HOA has the funds currently to pay for their share of the costs of the project.

Detailed Breakdown of Project Costs (3 lakes):

3 Fountains installed in 3 lakes (equipment-labor-lights-electric): \$70,570.00

Tax	<u>INCLUDED</u>
-----	-----------------

Total	\$70,570.00
-------	-------------

*Cut sheets and bids are attached

List permits required for this project:

Permits have not been applied for but the HOA anticipates and will comply with all local and state permit requirements. A professional contractor will be retained and take the lead in ensuring 100% compliance.

LAKE #	SUMMARY OF PROPOSED WORK	FOUNTAIN	ELECTRIC	TOTAL
5 between Sonata & Tresana	*Aqua Master 3.5 HP Masters Series with Lakewood Nozzle, Panel and 475' of Cable.	\$ 16,543.00	\$ 4,785.00	\$ 21,328.00
10 Rosalia	*Aqua Master 5 HP Masters Series with Lakewood Nozzle, Panel and 700' of Cable.	\$ 17,559.50	\$ 1,450.00	\$ 19,009.50
11A Carmela	*Aqua Master 5 HP Masters Series with Lakewood Nozzle, Panel and 500' of Cable.	\$ 21,732.50	\$ 8,500.00	\$ 30,232.50
		\$ 55,835.00	\$ 14,735.00	
				\$ 70,570.00

SUPERIOR WATERWAY SERVICES, INC.



6701 Garden Rd, Suite 1 ▪ Riviera Beach FL 33404
(561) 844-0248 Office -- (561) 844-9629 Fax

QUOTATION / PROPOSAL

6/19/2024

Quoted By: Chris York

Terms: Net 30 Days

Estimated Delivery: 3-4 Weeks

Job Name: Jupiter CC LK 5

Shipping Instructions:

Quantity	Lake #	Description / Additional Description	Unit List Price	Total PRICE
1	5	AQUA MASTER 3.5 HP MASTERS SERIES WITH LAKEWOOD NOZZLE, PANEL AND 475' OF CABLE	\$12,900.00	\$12,900.00
		HAND TRENCH 200' TO EDGE OF LAKE WITH 2" CONDUIT	\$2,000.00	\$2,000.00
		NOTE-ABOVE UNITS INCLUDE 4-30 WATT LIGHTS		
				\$ -
				\$ 14,900.00

SUBTOTAL	\$ 14,900.00
TAX	\$ 1,043.00
FREIGHT ESTIMATE (to be determined at time of order)	\$ 600.00
TOTAL NET COST WITH FREIGHT & HANDLING	\$ 16,543.00

NOTE: PRICING GOOD UNTIL 12-31-25

Chris York
President

Authorized signature
Jupiter CC

LAKE 5 2025 FOUNTAIN



SUPERIOR WATERWAY SERVICES, INC.



6701 Garden Rd, Suite 1 ▪ Riviera Beach FL 33404

(561) 844-0248 Office -- (561) 844-9629 Fax

QUOTATION / PROPOSAL

6/19/2024

Quoted By: Chris York

Terms: Net 30 Days

Estimated Delivery: 3-4 Weeks

Job Name: Jupiter CC LK 10

Shipping Instructions:

Quantity	Lake #	Description / Additional Description	Unit List Price	Total PRICE
1	10	AQUA MASTER 5 HP MASTERS SERIES WITH LAKEWOOD NOZZLE, PANEL AND 700' OF CABLE	\$14,900.00	\$14,900.00
		CONDUIT TO LAKE AND RACK EXTENSION	\$950.00	\$950.00
		NOTE-ABOVE UNITS INCLUDE 4-30 WATT LIGHTS		
				\$ -
				\$ 15,850.00

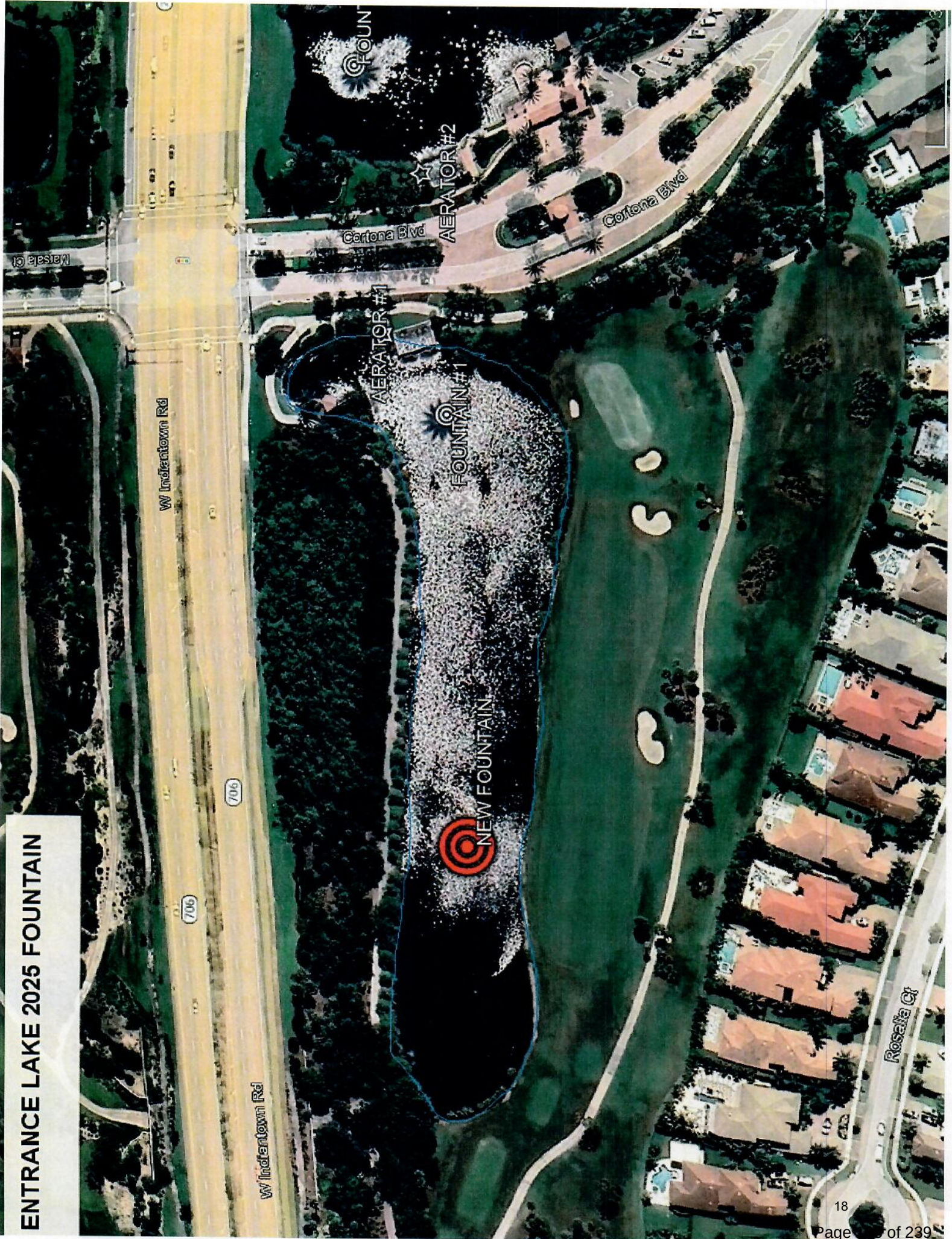
SUBTOTAL	\$ 15,850.00
TAX	\$ 1,109.50
FREIGHT ESTIMATE (to be determined at time of order)	\$ 600.00
TOTAL NET COST WITH FREIGHT & HANDLING	\$ 17,559.50

NOTE: PRICING GOOD UNTIL 12-31-25

Chris York
President

Authorized signature Date
Jupiter CC

ENTRANCE LAKE 2025 FOUNTAIN



SUPERIOR WATERWAY SERVICES, INC.



6701 Garden Rd, Suite 1 ▪ Riviera Beach FL 33404

(561) 844-0248 Office -- (561) 844-9629 Fax

QUOTATION / PROPOSAL

6/19/2024

Quoted By: Chris York

Terms: Net 30 Days

Estimated Delivery: 3-4 Weeks

Job Name: Jupiter CC LK 10

Shipping Instructions:

Quantity	Lake #	Description / Additional Description	Unit List Price	Total PRICE
1	11-CARMELA N	AQUA MASTER 5 HP MASTERS SERIES WITH LAKEWOOD NOZZLE, PANEL AND 500' OF CABLE	\$14,250.00	\$14,250.00
		NON DIRECTIONAL BORE 200' AND HAND TRENCH 200' TO LAKE	\$5,500.00	\$5,500.00
		NOTE-ABOVE UNITS INCLUDE 4-30 WATT LIGHTS		
				\$ -
				\$ 19,750.00

SUBTOTAL	\$ 19,750.00
TAX	\$ 1,382.50
FREIGHT ESTIMATE (to be determined at time of order)	\$ 600.00
TOTAL NET COST WITH FREIGHT & HANDLING	\$ 21,732.50

NOTE: PRICING GOOD UNTIL 12-31-25
REQUIRES APPROVAL FROM 147 CARMELLA CT FOR BORING
WIRE TO RACK PROVIDED BY OTHERS

Chris York
President

Authorized signature Date
Jupiter CC

LAKE 11 CARMELA CT N 2025 FOUNTAIN



TOWN OF JUPITER COMMUNITY INVESTMENT PROGRAM 2025 - 2029		
Project Name:		Department:
Private Stormwater Improvement Grants		Utilities
Link to Strategic Plan/Strategic Result:		Project #:
Safety / Fiscal Responsibility		S1007
Project Description and Justification:		Projected In-Service Date:
This project provides grant funding to private HOAs, POAs and commercial parcels to construct stormwater improvements that enhance stormwater runoff quality or minimize the risk of flooding. Eligible applicants may be reimbursed for up to 50% of the total cost to construct improvements that provide water quality or flood control enhancement. Grant applications are received by the Stormwater Utility year-round. All qualified applications are presented to the Town Council for consideration of award. This project supports the Town's Strategic Plan Result of Fiscal Responsibility and Safety by providing a mechanism for the Stormwater Utility to assist and promote water quality goals of improved stormwater runoff quality to privately owned systems and minimizing nuisance flooding. Benefits of this program result in reduced flooding impacts within the Town limits and restoration and preservation of the Town's local water resources, including the Loxahatchee River and the surficial aquifer water supply. The program also offers enhanced value to the service the Stormwater Utility provides to privately-owned stormwater systems and is integral to the Regional Loxahatchee River Pollutant Reduction Plan. A total of \$1,173,443 has been awarded by the Town since fiscal year 2000, under this Program. Grant recipients in FY2022 and FY2023 included Jupiter Bay, Jupiter Country Club, Ocean at the Bluffs, Xanadu, and Villas of Ocean Dunes. Recipients for 2024 thus far include Jupiter Country Club and Egret Landing.		On-going
Location(s) and Program Schedule		
Fiscal Yr	Scope	Budget
2025	Complete stormwater improvements in Jupiter Country Club and Egret Landing under awarded grant agreements. Review grant application submissions and award grant funding for qualified projects. Use of prior year carryforward balance.	\$0
2026	Review grant application submissions and award grant funding for qualified projects. Use of prior year carryforward balance.	\$0
2027	Review grant application submissions and award grant funding for qualified projects.	\$85,141
2028	Review grant application submissions and award grant funding for qualified projects.	\$87,695
2029	Review grant application submissions and award grant funding for qualified projects.	\$90,326
Project Photo(s) / Map of Location		
		

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

Project Name:							Department:
Private Stormwater Improvement Grants							Utilities
Link to Strategic Plan/Strategic Result:							Project #:
Safety / Fiscal Responsibility							S1007
Project Budget:	Prior to 2025	2025	2026	2027	2028	2029	Total
Land acquisition	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Planning / Design	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Engineering	\$173,395	\$0	\$0	\$8,000	\$8,240	\$9,033	\$198,668
Construction	\$1,375,882	\$0	\$0	\$77,141	\$79,455	\$81,293	\$1,613,771
Equipment	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Other	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Budget	\$1,549,277	\$0	\$0	\$85,141	\$87,695	\$90,326	\$1,812,439
Funding Sources:	Prior to 2025	2025	2026	2027	2028	2029	Total
General revenues	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Impact fees	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Surtax proceeds	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Escrow & deposits	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Grant revenues	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Stormwater revenues	\$1,549,277	\$0	\$0	\$85,141	\$87,695	\$90,326	\$1,812,439
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	\$1,549,277	\$0	\$0	\$85,141	\$87,695	\$90,326	\$1,812,439
Previous Years:	Prior to FY 2020	FY 2020	FY 2021	FY 2022	FY 2023	FY 2024	Total
Amount Budgeted	\$1,181,739	\$69,228	\$71,304	\$73,443	\$75,647	\$77,916	\$1,549,277
Amount Expended	\$980,192	\$1,476	\$45,117	\$51,286	\$60,220	\$73,398	\$1,211,688
Balance							\$337,589

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

Private Stormwater Improvement Grant

EVALUATION FORM

ENTITY

Jupiter Country Club

DATE: #####

ELIGIBILITY CHECK	Proposed Project is located within Town of Jupiter municipal boundaries?	Yes/No
	Proposed improvements are new?	Yes/No
	Proposed improvement will have a significant beneficial impact in at least one of the following areas: water quality, flood mitigation or erosion control?	Yes/No

Yes

Yes

Yes

ITEM	CRITERION	COMMENTS	MAX POINTS	SCORE
I	Project impact on one or more of the following objectives: reduction in nutrients (e.g. nitrogen, phosphorus), bacteria, or other unfavorable constituents within the private stormwater management system prior to discharging to the Town's drainage system or receiving water body, resolving a nuisance flooding issue, and/or minimizing bank erosion.		5	3
II	Cost effectiveness of the proposed improvements, where the cost is reasonable and verifiable for the effort required to complete the work, and the results are worth the cost.		5	3
TOTAL (Minimum score of 6 necessary for consideration of a grant award):			10	6

Comments:

After reviewing the Jupiter Country Club grant application, I believe the project meets the requirements of the Stormwater Grant Program and therefore recommend approval of the application."

RANK NO.:1

R. Canall

INITIALS: RC

Private Stormwater Improvement Grant

EVALUATION FORM

ENTITY Jupiter Country Club HOA DATE: 4/15/2025

ELIGIBILITY CHECK	Proposed Project is located within Town of Jupiter municipal boundaries?	Yes/ No
	Proposed improvements are new?	Yes/ No
	Proposed improvement will have a significant beneficial impact in at least one of the following areas: water quality, flood mitigation or erosion control?	Yes/ No

ITEM	CRITERION	COMMENTS	MAX POINTS	SCORE
I	Project impact on one or more of the following objectives: reduction in nutrients (e.g. nitrogen, phosphorus), bacteria, or other unfavorable constituents within the private stormwater management system prior to discharging to the Town's drainage system or receiving water body, resolving a nuisance flooding issue, and/or minimizing bank erosion.	Aerators can be effective at reducing nutrients in water, primarily by promoting aerobic bacteria that break down organic matter and excess nutrients. Aeration increases dissolved oxygen, which encourages the growth and activity of these beneficial bacteria, thus reducing the levels of phosphorus and nitrogen, which can cause algae blooms and other water quality issues.	5	5
II	Cost effectiveness of the proposed improvements, where the cost is reasonable and verifiable for the effort required to complete the work, and the results are worth the cost.	Not sure what non direction bore means on the Carmela Lake. Pricing is comparable to the costs provided with the 2024 grant application. This application is \$70,570 for 3 aerators.	5	4
TOTAL (Minimum score of 6 necessary for consideration of a grant award):			10	9

Comments:

RANK NO.: 1 EVALUATOR: Amanda Barnes, 4/15/2025 INITIALS: 

Private Stormwater Improvement Grant

EVALUATION FORM

ENTITY

Jupiter Country Club

DATE: 5/7/2025

ELIGIBILITY CHECK	Proposed Project is located within Town of Jupiter municipal boundaries?	Yes
	Proposed improvements are new?	Yes
	Proposed improvement will have a significant beneficial impact in at least one of the following areas: water quality, flood mitigation or erosion control?	Yes

ITEM	CRITERION	COMMENTS	MAX POINTS	SCORE
I	Project impact on one or more of the following objectives: reduction in nutrients (e.g. nitrogen, phosphorus), bacteria, or other unfavorable constituents within the private stormwater management system prior to discharging to the Town's drainage system or receiving water body, resolving a nuisance flooding issue, and/or minimizing bank erosion.	Aeration expected to improve water quality. Similar projects have been approved in the past.	5	3
II	Cost effectiveness of the proposed improvements, where the cost is reasonable and verifiable for the effort required to complete the work, and the results are worth the cost.	Cost reasonable.	5	3
TOTAL (Minimum score of 6 necessary for consideration of a grant award):			10	6

Comments:

RANK NO.:1

INITIALS: JB

TOWN OF JUPITER
Approval of an Temporary Work Area Easement Agreement with the Florida Inland Navigation District within Carlin Park



DATE	June 17, 2025
TO	Honorable Mayor and Members of Town Council
THRU	Frank Kitzerow, Town Manager
FROM	Roger Held, Senior Director of Community Development
SUBJECT	Approval of Resolution 77-25 for an Easement Agreement with the Florida Inland Navigation District, granting a Temporary Work Area Easement within Carlin Park

EXECUTIVE SUMMARY

Resolution 77-25 is provided for consideration by the Town Council for approval to grant a Temporary Work Area Easement within Carlin Park to the Florida Inland Navigation District (FIND).

FIND, as the local sponsor of the Intracoastal Waterway (ICW), is responsible for obtaining the necessary easements and rights of way required to facilitate the United States Army Corp of Engineers (USACOE) dredging projects in the ICW. This dredging project deposits dredged material on a portion of the beach owned by the Town along Carlin Park. In order to perform this work, a Temporary Work Area Easement is required from the Town.

The USACOE will be performing the ICW maintenance dredging project in the near future. The USACOE contractor will excavate material from the ICW and will generate an estimated 50,000 cubic yards of beach-compatible material. The material will be pumped on to the beaches south of Jupiter inlet (i.e., Jupiter Beach Park down to Carlin Park), then spread with heavy equipment to regrade the beach frontage areas. The work requires temporary closure of beach frontage in localized or limited areas as the work progresses down the beach. As areas are completed, the beach area will be reopened to public access. Temporary construction fencing or similar will be used to segregate the work areas from the public access areas. The temporary dredge pipeline on the beachfront will remain during the duration of the project, and will be extended as work progresses down the beach. The contractor will be required to provide periodic pedestrian access ramps over the pipeline for access to and from the water as the work progresses from north to south down the beachfront. Safety personnel will also be present on the beach during construction activities.

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

ANALYSIS

Though FIND/USACOE has done similar dredging projects in the Jupiter area in years past, this appears to be the first time a portion of Town-owned beach property has been included in their Lands Request Package. Therefore, FIND is requesting an easement from the Town that allows FIND/USACOE to place sand on the Town's beach property.

Town staff is providing Resolution 77-25 for consideration by Town Council for approval to execute the a Temporary Work Area Easement with FIND/USACOE.

STRATEGIC PRIORITY

- Green, Blue & Open Spaces

ATTACHMENTS

1. Resolution 77-25
2. Easement Agreement
3. Temporary Easement Map

FUNDING SOURCE

Funding is not necessary for this request.

For more information or to request attachments, please contact Heather Keys at heatherk@jupiter.fl.us and/or 561-741-2737.

RESOLUTION 77-25

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF JUPITER, FLORIDA, PROVIDING FOR THE APPROVAL OF AN EASEMENT AGREEMENT WITH THE FLORIDA INLAND NAVIGATION DISTRICT, GRANTING A TEMPORARY WORK AREA EASEMENT FOR THE PLACEMENT AND GRADING OF DREDGED SAND IN A PORTION OF THE TOWNS STRIP OF BEACHFRONT LAND LOCATED BETWEEN CARLIN PARK AND THE ATLANTIC OCEAN

WHEREAS, the Florida Inland Navigation District (FIND) is a Special Taxing District in the State of Florida; and

WHEREAS, the FIND is the local sponsor of the Intracoastal Waterway (ICW), and as such is responsible for obtaining the necessary easements and rights of way required to facilitate the United States Army Corp of Engineer (USACOE) dredging projects in the ICW; and

WHEREAS, the Town is a municipality of the State of Florida within such power and authority as has been conferred upon it by the Florida Constitution and Chapter 166, Florida Statutes; and

WHEREAS, the Town is empowered to enter into agreements with public agencies, private corporations or other persons: and

WHEREAS, the USACOE has requested FIND to obtain all necessary real estate interests and access rights for all work sites and support facilities required for the Atlantic Intracoastal Waterway Project, also known as the Intracoastal Waterway (IWW) Jacksonville to Miami Dredging Project (Project), including a Temporary Work Area Easement on certain Town property between Carlin Park and the Atlantic Ocean, for placement and grading of IWW dredged soils; and

WHEREAS, the Town Council has determined it to be in the best interest of the public to grant the aforementioned Temporary Work Area Easement by approval of an Easement Agreement between the Town and FIND.

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

Section 1. The Town Council hereby approves the Easement Agreement document and authorizes the Town Clerk, Town Attorney, and Mayor to execute the Agreement.

Section 2. This Resolution shall take effect immediately upon its execution.

Prepared by:
Peter L. Breton, Esq.
The Law Office of Peter L. Breton, PLLC
2427 Ashbury Circle
Cape Coral, FL 33991

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT is granted this ____ day of _____, 2025 by **TOWN OF JUPITER, FLORIDA**, a Florida municipal corporation, whose mailing address is 210 Military Trail, Jupiter, FL 33458 ("Grantor"), to **FLORIDA INLAND NAVIGATION DISTRICT**, a Special Taxing District of the State of Florida, whose mailing address is 1314 Marcinski Road, Jupiter, Florida, 33477-9498 ("Grantee").

WITNESSETH:

That the said Grantor, in consideration of the sum of TEN DOLLARS (\$10.00) and other valuable consideration paid, the receipt and sufficiency of which are hereby acknowledged, hereby grants unto Grantee, its successors and assigns, a temporary, non-exclusive easement (the "Easement"), in, on, over and across the lands described in Exhibit "A" attached hereto and made a part hereof (the "Easement Premises") for use as:

TEMPORARY WORK AREA EASEMENT (Beneficial Use By Others)

A temporary easement and right-of-way in, on, over and across the land described in **Exhibit "A"** (Parcel No. 30434105000040020), for a period not to exceed 24 months, beginning with the date possession of the land is granted to the Florida Inland Navigation District, for use by the Grantee and/or the United States, its representatives, agents, and contractors as a dredged material placement area, including the right to deposit dredged material thereon, move, store and remove equipment and supplies, and to perform any other

work necessary and incident to the use of the land for placement of dredged material from the Intracoastal Waterway Jupiter Operation & Maintenance Dredging Project, together with the right to trim, cut, fell and remove therefrom all trees, underbrush, obstructions, and any other vegetation, structures, or obstacles within the limits of the right-of-way; reserving, however, to the landowners, their heirs and assigns, all such rights and privileges as may be used without interfering with or abridging the rights and easement hereby acquired; subject, however, to existing easements for public roads and highways, public utilities, railroads, and pipelines.

THE CONDITIONS OF THIS RIGHT OF USAGE ARE SUCH THAT:

1. Grantee shall cause all work in the Easement Premises to be in compliance with the permit for such work issued by the Florida Department of Environmental Protection (“FDEP”) for such work. Grantee shall obtain from any necessary governmental entities any permits for the project that might be required prior to commencement of the project. Project shall be performed at Grantee’s sole cost and expense and within the confines of the Easement Premises in accordance with the approved plans and all permits, and applicable statutes, rules, regulations, codes and ordinances.

2. Grantee shall provide a thirty (30) day written notice of the date of commencement of any project (the “Commencement Date”) to the Grantor.

3. Grantee further expressly agrees to maintain in good condition and repair, at its sole cost and expense, its equipment located within the Easement Premises at all times during the term hereof. Grantee shall require its contractors or subcontractors (collectively referred to hereinafter as “Contractor”) to maintain in good condition and repair, at their sole cost and expense, their equipment within the Easement Premises at all times during the term hereof. If any action of Grantee’s employees or agents in the exercise of this Easement results in damage to the premises, Grantee will either repair such damage or make appropriate settlement with Grantor. In no event shall such restoration exceed the fair market value of the fee title to the real property at the time immediately preceding the restoration. Grantee’s liability under this paragraph is subject to the availability of

appropriations for such payment, and nothing contained in this easement may be considered as implying that the Florida Legislature will at a later date appropriate funds sufficient to meet deficiencies. The provisions of this paragraph are without prejudice to any rights Grantor or any other party may have to make a claim under applicable federal laws for any damages other than those provided for herein.

4. Grantee shall be liable for its own actions and negligence and, to the extent permitted by law, shall indemnify, defend and hold harmless Grantor against any actions, claims, or damages arising out of Grantee's negligence in connection with this Easement. The foregoing indemnification shall not constitute a waiver of sovereign immunity beyond the limits set forth in Florida Statutes Section 768.28, nor shall the same be construed to constitute agreement by Grantee to indemnify Grantor for Grantor's negligent, willful or intentional acts or omissions.

5. Neither Grantor's nor Grantee's interest in the Easement Premises shall be subject to liens arising from Grantee's or any other person or entity's use of the Easement Premises, or exercise of the rights granted hereunder. Grantee shall promptly cause any lien imposed against the Easement Premises to be discharged or bonded off, pursuant to Chapter 255.05 and Chapter 713 of the Florida Statutes.

6. This Easement shall be governed by, construed and enforced in accordance with the laws of the State of Florida. Venue in any action, suit or proceeding in connection with this Easement shall be in a state court of competent jurisdiction in Palm Beach County, Florida. This Easement shall not be construed more strongly against any party regardless of who was responsible for its preparation or drafting.

7. This Easement constitutes the entire understanding and agreement between the parties with respect to the subject matter hereof, and may not be modified or amended, except in a writing signed by all of the parties hereto.

8. In the event that any section, paragraph, sentence, clause, or provision hereof is held by a court of competent jurisdiction to be invalid, such shall not affect the remaining portions of this Easement and the same shall remain in full force and effect.

9. Grantee's use and enjoyment of and interest in the Easement Premises is and shall be strictly limited to that specifically granted herein. Grantee shall exercise the rights granted hereunder in a manner which does not unreasonably interfere with and minimizes the impact upon Grantor's use and enjoyment of the Easement Premises and Grantor's adjoining property.

10. This Easement may not be assigned by Grantee. Notwithstanding the foregoing, Grantee may assign its rights under this Easement to another party on a permanent, temporary or periodic basis, provided that the Grantee shall remain liable for all obligations under this Easement.

11. The grant of Easement contained herein is for the use and benefit of Grantee and is not intended and shall not be construed as a dedication to the public of any portion of the Easement Premises for public use.

12. It is understood and agreed by the parties hereto that all such work shall be conducted in a workmanlike manner in compliance with all applicable permits. During sea turtle nesting season, Grantee shall properly monitor the habitats of sea turtles and any other imperiled species in the manner prescribed by FDEP, the Florida Fish and Wildlife Conservation Commission and United States Fish and Wildlife Service according to all required permit conditions.

13. Upon conclusion of any project work, all pipes and equipment shall be completely removed from the Easement Premises, and the Grantee shall restore the Easement Premises to the condition it was in at the time of commencement of the work, except for any additional sand. In no event shall such repair or settlement exceed the fair market value of the fee title to the real property at the time immediately preceding such damage. Grantee's liability under this paragraph is subject to the availability of appropriations for such payment, and nothing contained in this easement may be considered as implying that the Florida Legislature will at a later date appropriate funds sufficient to meet deficiencies. The provisions of this paragraph are without prejudice to any rights Grantor or any other party may have to make a claim under applicable federal laws for any damages other than those provided for herein.

14. The grant of this Easement shall in no way restrict the right and interest of Grantor in the use, maintenance and quiet enjoyment of the Easement Premises to the extent that such does not interfere with the rights granted herein.

THE TOWN OF JUPITER

The terms and conditions of the foregoing Agreement, to the extent the same are binding upon the Town, are hereby accepted on behalf of the Town of Jupiter by _____ as its duly authorized representative this _____ day of _____, 2025.

BY: _____
Jim Kuretski, Mayor

ATTESTED BY: _____
_____, Town Clerk

(TOWN SEAL)

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

BY: _____
Thomas J. Baird
Town Attorney

The foregoing instrument was acknowledged before me by means of ____ physical presence or ____ online notarization, this _____ day of _____, 2025, by **JIM KURETSKI**, Mayor of the Town of Jupiter. He is personally known to me or has produced a Florida driver’s license as identification and did not take an oath.

Signature of Notary Public, State of Florida

Print, Type, or Stamp Name of Notary Public

My Commission Expires: _____

[NOTARY SEAL]

Signed and delivered
in the presence of:

**FLORIDA INLAND NAVIGATION
DISTRICT**, an independent special
taxing district of the State of Florida

Witness Signature

By: _____
Spencer Crowley, Chair

Print Witness Name

Witness Address

Witness Signature

Print Witness Name

Witness Address

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this ____ day of _____, 2025 by SPENCER CROWLEY, as Chair of FLORIDA INLAND NAVIGATION DISTRICT, an independent special taxing district of the State of Florida, on behalf of the District, who is ____ personally known to me or ____ who has produced _____, as identification.

NOTARY PUBLIC

My Commission Expires:

AFFIX NOTARY SEAL

TEMPORARY WORK AREA EASEMENT**SKETCH & DESCRIPTION****SHEET 1 OF 3 SHEETS (NOT FULL AND COMPLETE WITHOUT ALL SHEETS)**LEGAL DESCRIPTION:

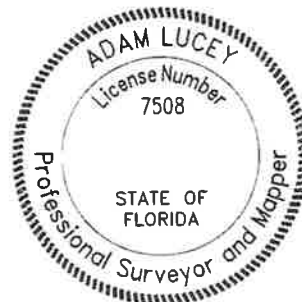
BEING AN EASEMENT LYING WITHIN A PORTION OF CARLIN PARK AS DESCRIBED IN DEED BOOK 439, PAGE 113 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY AND SITUATED WITHIN SECTION 5, TOWNSHIP 41 SOUTH, RANGE 43 EAST, SAID PORTION OF CARLIN PARK ALSO KNOWN AS BLOCK 23 AS DESCRIBED BY THE PLAT OF THE SUBDIVISION OF THE JUPITER INLET LIFE SAVING STATION, RECORDED BY THE DEPARTMENT OF THE INTERIOR, GENERAL LAND OFFICE, DATED DECEMBER 28, 1927; SAID EASEMENT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEING ALL THAT PORTION OF THE PARCEL LYING BETWEEN THE CONSTRUCTION BASELINE (CBL), AS SHOWN AND DESCRIBED IN EXHIBIT A - INDEX OF PARCELS AND CONSTRUCTION BASELINE POINTS, PREPARED BY TAYLOR ENGINEERING, DATED APRIL 9, 2025, AND BOUNDED SEAWARD BY THE EROSION CONTROL LINE (ECL), AS DESCRIBED IN MISCELLANEOUS PLAT BOOK 70, PAGES 71 AND 72 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY; BEGINNING AT THE POINT WHERE THE ECL FIRST INTERSECTS THE NORTHERLY BOUNDARY LINE OF THE PARCEL; THENCE WESTERLY, AND ALONG THE NORTHERLY BOUNDARY LINE TO A POINT OF INTERSECTION WITH THE CONSTRUCTION BASELINE; THENCE DEPARTING SAID NORTHERLY BOUNDARY LINE AND EXTENDING SOUTHEASTERLY ALONG THE CONSTRUCTION BASELINE BETWEEN POINTS CB-06 AND CB-07; THENCE NORTHEASTERLY AT THE TERMINUS OF THE CONSTRUCTION BASELINE, POINT CB-07, AND AT RIGHT ANGLES TO, THE ECL; THENCE ALONG THE MEANDERS OF THE ECL AS IT CONTINUES THROUGH THE LIMITS OF THE AFORESAID PARCEL.

CONTAINING 1.63 ACRES, MORE OR LESS.

SURVEYOR'S NOTES:

1. THIS IS NOT A SURVEY. THIS NOTE IS REQUIRED PER FLORIDA ADMINISTRATIVE CODE (F.A.C.) 5J-17-052 (6)(b).
2. THE UNDERSIGNED AND TAYLOR ENGINEERING, LLC., MAKE NO REPRESENTATIONS OR GUARANTEES AS TO THE INFORMATION REFLECTED HEREON PERTAINING TO EASEMENTS, RIGHTS-OF-WAY, SETBACK LINES, AGREEMENTS AND OTHER MATTERS. FURTHER, THIS INSTRUMENT IS NOT INTENDED TO REFLECT OR SET FORTH SUCH MATTERS. SUCH INFORMATION SHOULD BE OBTAINED AND CONFIRMED BY OTHERS THROUGH APPROPRIATE TITLE VERIFICATION.
3. LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR RIGHTS-OF-WAY AND/OR OTHER EASEMENT RECORDS.
4. THE PURPOSE OF THIS LEGAL DESCRIPTION AND SKETCH IS TO PREPARE A TEMPORARY WORK AREA EASEMENT - BENEFICIAL USE BY OTHERS.
5. NO MONUMENTATION WAS SET DURING THE PREPARATION OF THIS INSTRUMENT
6. NORTHING AND EASTING COORDINATES SHOWN HEREON ARE REFERENCED TO THE NORTH AMERICAN DATUM OF 1983, ADJUSTMENT 1990 (NAD83/1990), AND ARE RELATIVE TO STATE PLANE COORDINATES; FLORIDA EAST ZONE (0901).
7. BEARINGS SHOWN HEREON ARE REFERENCED TO THE NORTH LINE OF SECTION 5, TOWNSHIP 41 SOUTH, RANGE 43 EAST, WITH AN ASSUMED GRID BEARING OF SOUTH 89°51'44" EAST.
8. THE REFERENCED CONSTRUCTION BASELINE AND ASSOCIATED POINTS ARE AS DESCRIBED HEREIN. FOR COMPLETE INDEXING AND MAPPING OF THESE POINTS, REFER TO THE KEY SHEET TITLED "INDEX OF PARCELS AND CONSTRUCTION BASELINE POINTS," ATTACHED HERETO AS EXHIBIT A OF THIS "WORK PRODUCT."
9. THIS "WORK PRODUCT" IS NOT VALID WITHOUT BEING IN "HARD COPY" FORM WITHOUT THE ORIGINAL SIGNATURE AND SEAL BY THE SURVEYOR OR AS PROVIDED IN F.A.C. 5J-17-062 FOR SIGNING AND SEALING ELECTRONICALLY.



THIS SURVEY HAS BEEN ELECTRONICALLY SIGNED AND SEALED PURSUANT TO CHAPTER 47, ARTICLE 10, SECTION 1, F.S. ON THE DATE ADJACENT TO THE SEAL. PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED AND THE SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES.

Date:
2025.04.14
10:56:03
-04'00'

ADAM LUCEY, PSM
DATE: 04/14/2025

PROFESSIONAL SURVEYOR & MAPPER FLORIDA LICENSE NO 7508
NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL SEAL OF A
FLORIDA LICENSED SURVEYOR AND MAPPER



TAYLOR ENGINEERING INC.

10199 SOUTHSIDE BLVD SUITE 310
JACKSONVILLE, FLORIDA 32256

REGISTRY # 4815 CERTIFICATE OF AUTHORIZATION NO. LB 8411

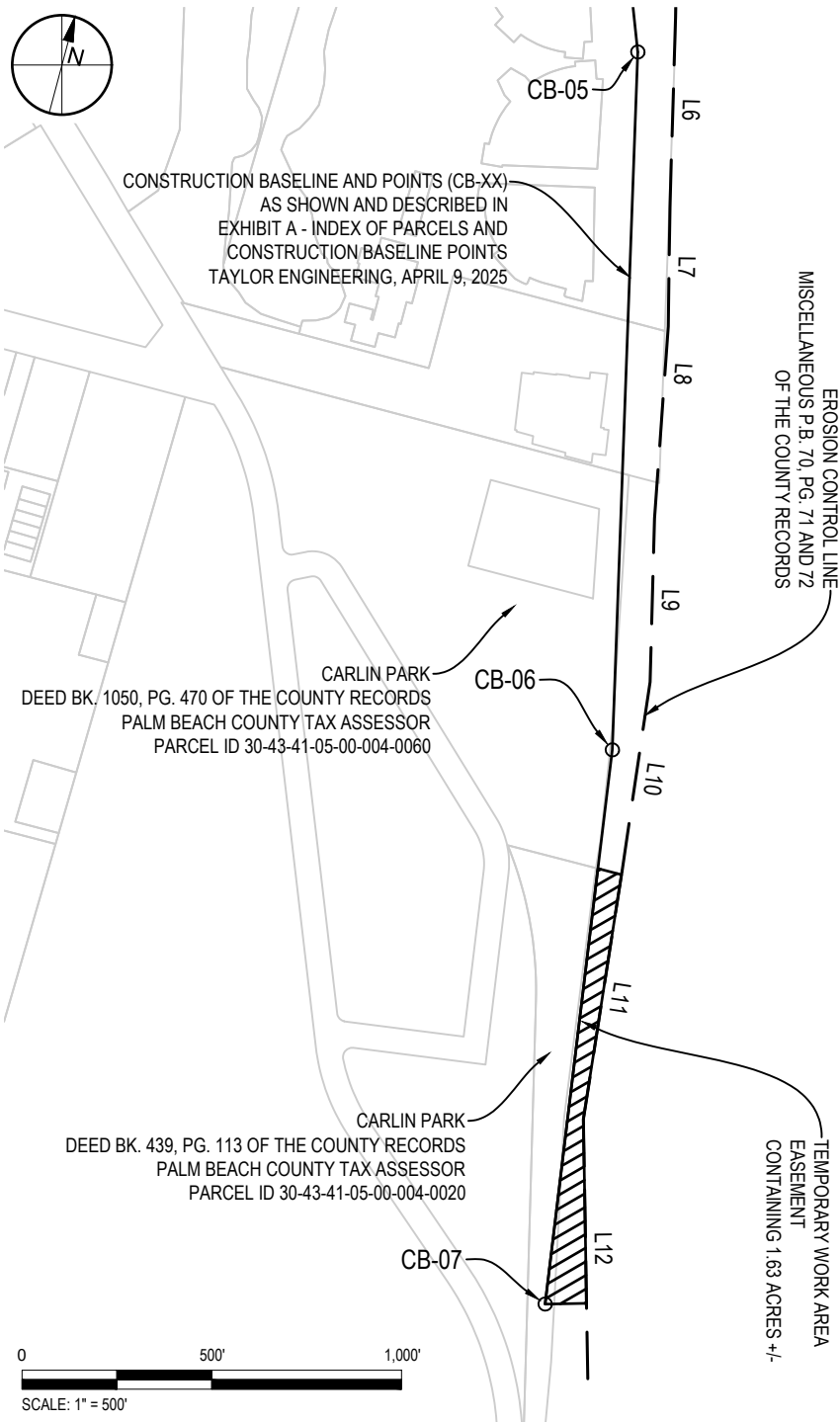
SKETCH & DESCRIPTION
TEMPORARY WORK AREA EASEMENT
BENEFICIAL USE BY OTHERS
PALM BEACH COUNTY, FLORIDA

PROJECT	C2025-020
DRAWN BY	AL
SHEET	01 of 03
DATE	04/09/2025

TEMPORARY WORK AREA EASEMENT

SKETCH & DESCRIPTION

SHEET 2 OF 3 SHEETS (NOT FULL AND COMPLETE WITHOUT ALL SHEETS)



EROSION CONTROL LINE TABLE		
LINE NO.	LENGTH	BEARING
L1	428.34'	S20° 04' 51"E
L2	491.81'	S24° 57' 52"E
L3	350.67'	S22° 21' 31"E
L4	375.44'	S14° 36' 59"E
L5	360.27'	S14° 18' 14"E
L6	498.19'	S13° 13' 02"E
L7	314.76'	S14° 08' 32"E
L8	507.12'	S10° 49' 54"E
L9	431.44'	S13° 21' 14"E
L10	503.84'	S06° 29' 37"E
L11	662.23'	S06° 04' 25"E
L12	683.79'	S15° 54' 28"E

LEGEND:

- E: = EASTING COORDINATE
- N: = NORTHING COORDINATE
- PID = PARCEL IDENTIFICATION NUMBER
- POB = POINT OF BEGINNING
- POC = POINT OF COMMENCEMENT
- POT = POINT OF TERMINUS
- PCC = POINT OF COMPOUND CURVATURE
- PRC = POINT OF REVERSE CURVATURE
- CCR = CERTIFIED CORNER RECORD
- (D) = DEED DIMENSION
- (C) = CALCULATED DIMENSION
- O.R.B. = OFFICIAL RECORD BOOK OF COUNTY
- PG. = PAGE
- BK. = BOOK
- P.B. = PLAT BOOK

NOTES:

- 1. THIS IS NOT A SURVEY. THIS NOTE IS REQUIRED PER FLORIDA ADMINISTRATIVE CODE (F.A.C.) 5J-17-052 (6)(b)
- 2. SEE SHEET 1 OF 3 FOR LEGAL DESCRIPTION, AND SURVEYOR'S NOTES.



TAYLOR ENGINEERING INC.
10199 SOUTHSIDE BLVD SUITE 310
JACKSONVILLE, FLORIDA 32256
REGISTRY # 4815 CERTIFICATE OF AUTHORIZATION NO. LB 8411

SKETCH & DESCRIPTION
TEMPORARY WORK AREA EASEMENT
BENEFICIAL USE BY OTHERS
PALM BEACH COUNTY, FLORIDA

PROJECT	C2025-020
DRAWN BY	AL
SHEET	02 of 03
DATE	04/09/2025

EXHIBIT A - INDEX OF PARCELS AND
CONSTRUCTION BASELINE POINTS
SKETCH & DESCRIPTION

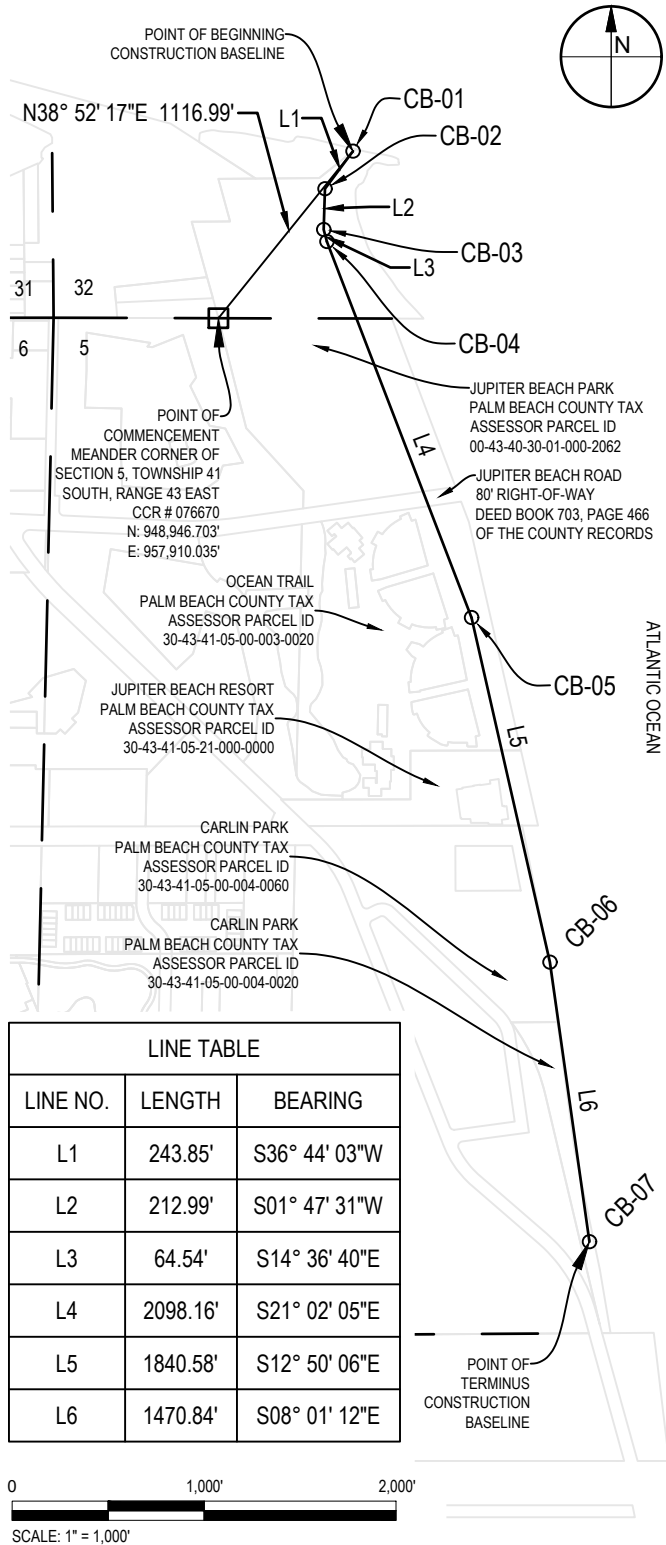
SHEET 3 OF 3 SHEETS (NOT FULL AND COMPLETE WITHOUT ALL SHEETS)

DESCRIPTION:

BEING A LINE LYING WITHIN SECTION 32, TOWNSHIP 40 SOUTH, RANGE 43 EAST, AND ALSO WITHIN SECTION 5, TOWNSHIP 41 SOUTH, RANGE 43 EAST; SAID LINE BEING KNOWN AS THE CONSTRUCTION BASELINE AND HAVING COORDINATES AS DOCUMENTED BY THE U.S. ARMY CORPS OF ENGINEERS PLANS TITLED "INTRACOASTAL WATERWAY, JACKSONVILLE TO MIAMI MAINTENANCE DREDGING 10-FOOT PROJECT, VICINITY OF ST. LUCIE INLET, AND 11-FOOT PROJECT, VICINITY OF JUPITER INLET, MARTIN AND PALM BEACH COUNTIES, FLORIDA - CIVIL, DISPOSAL PLAN AND CROSS SECTION, JUPITER BEACH PARK" (FILE NAME: U.S. ARMY CORPS OF ENGINEERS, JACKSONVILLE DISTRICT IWW PLANS: 114250-IWWMD20-GI001); BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE MEANDER CORNER OF SECTION 5, TOWNSHIP 41 SOUTH, RANGE 43 EAST, PALM BEACH COUNTY, FLORIDA, AS DOCUMENTED BY CERTIFIED CORNER RECORD NUMBER 076670; THENCE NORTH 38°52'17" EAST, A DISTANCE OF 1116.99 FEET TO THE POINT OF BEGINNING, SAID POINT ALSO BEING KNOWN AS CB-01 AND HAVING THE COORDINATES OF NORTHING 949,816.34 FEET AND EASTING 958,611.03 FEET AS REFERENCED TO THE FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, NORTH AMERICAN DATUM OF 1983, 1990 ADJUSTMENT (NAD83/1990);

FROM SAID POINT OF BEGINNING AND CB-01; THENCE SOUTH 36°44'03" WEST, A DISTANCE OF 243.85 FEET TO A POINT BEING KNOWN AS CB-02 AND HAVING THE COORDINATES OF NORTHING 949,620.91 FEET AND EASTING 958,465.18 FEET (NAD83/1990); THENCE SOUTH 01°47'31" WEST, A DISTANCE OF 212.99 FEET TO A POINT BEING KNOWN AS CB-03 AND HAVING THE COORDINATES OF NORTHING 949,408.02 FEET AND EASTING 958,458.52 (NAD83/1990); THENCE SOUTH 14°36'40" EAST, A DISTANCE OF 64.54 FEET TO A POINT BEING KNOWN AS CB-04 AND HAVING THE COORDINATES OF NORTHING 949,345.57 FEET AND EASTING 958,474.80 FEET (NAD83/1990); THENCE SOUTH 21°02'05" EAST, A DISTANCE OF 2,098.16 FEET TO A POINT BEING KNOWN AS CB-05 AND HAVING THE COORDINATES OF NORTHING 947,387.22 FEET AND EASTING 959,227.90 FEET (NAD83/1990); THENCE SOUTH 12°50'06" EAST, A DISTANCE OF 1,840.58 FEET TO A POINT BEING KNOWN AS CB-06 AND HAVING THE COORDINATES OF NORTHING 945,592.63 FEET AND EASTING 959,636.77 FEET (NAD83/1990); THENCE SOUTH 08°01'12" EAST, A DISTANCE OF 1,470.84 FEET TO A POINT BEING KNOWN AS CB-07 HAVING THE COORDINATES OF NORTHING 944,136.18 FEET AND EASTING 959,841.98 FEET (NAD83/1990); SAID POINT CB-07 ALSO BEING THE POINT OF TERMINUS OF THE CONSTRUCTION BASELINE.



LINE TABLE		
LINE NO.	LENGTH	BEARING
L1	243.85'	S36° 44' 03"W
L2	212.99'	S01° 47' 31"W
L3	64.54'	S14° 36' 40"E
L4	2098.16'	S21° 02' 05"E
L5	1840.58'	S12° 50' 06"E
L6	1470.84'	S08° 01' 12"E

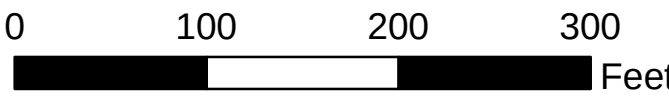
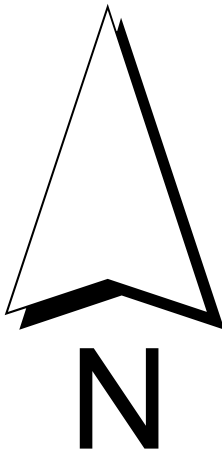
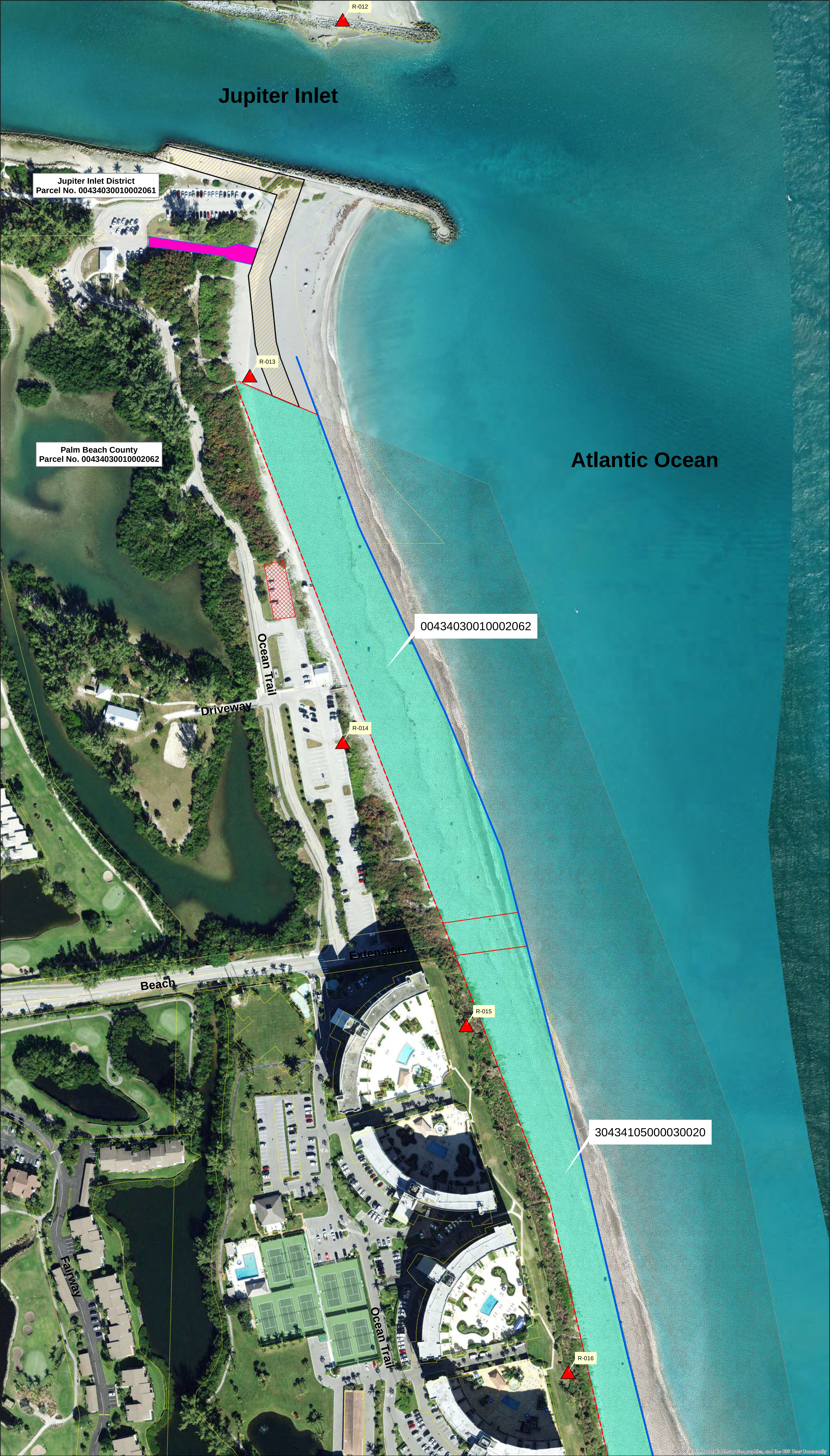
ADAM LUCEY X:\SURVEY\C2025-020 FIND JAX-MIA EASEMENTS\C2025-020-100-M-SKETCH-CBL-KEY_2025.DWG 4/14/2025 10:34:20 AM



TAYLOR ENGINEERING INC.
10199 SOUTHSIDE BLVD SUITE 310
JACKSONVILLE, FLORIDA 32256
REGISTRY # 4815 CERTIFICATE OF AUTHORIZATION NO. LB 8411

SKETCH & DESCRIPTION
EXHIBIT A
INDEX OF PARCELS AND CONSTRUCTION BASELINE POINTS
PALM BEACH COUNTY, FLORIDA

PROJECT	C2025-020
DRAWN BY	AL
SHEET	03 of 03
DATE	04/09/2025



1 inch = 100 feet

Legend

- Erosion Control Line
- Plan Construction Base Line
- Plan Placement Area
- Temporary Pipeline Easement
- Temporary Work Area Easement (Beneficial Use By Others)
- Temporary Work Area Easement (Staging)
- Temporary Work Area Easement (Access)
- Palm Beach County Parcel Data
- Coastal Range Marker

Department of the Army South Atlantic Division Jacksonville District, Corps of Engineers	
REAL ESTATE	
Palm Beach County, Florida IWW Jupiter FY25 O&M Project Lands Request Map	
Mapper: D. DeVane Reviewer: C. Bukolt Map Date: 11/14/2024	1:1,200 0 50 100 150 Feet
Document Name: IWW Jupiter Crossroads FY25 Sheet: 1 of 2	



	Erosion Control Line
	Plan Construction Base Line
	Plan Placement Area
	Temporary Pipeline Easement
	Temporary Work Area Easement (Beneficial Use By Others)
	Temporary Work Area Easement (Staging)
	Temporary Work Area Easement (Access)
	Palm Beach County Parcel Data
	Coastal Range Marker



TOWN OF JUPITER
Approval of a Purchase Order With Pro Energy Fleet Fueling, LLC



DATE	June 17, 2025
TO	Honorable Mayor and Members of Town Council
THRU	Frank Kitzerow, Town Manager
FROM	Roger Held, Senior Director of Community Development
SUBJECT	Approval authorizing a piggy-back purchase order utilizing State Term Contract No. 15100000-19-1 to Pro Energy Fleet Fueling, LLC in an amount not to exceed \$450,000.00.

EXECUTIVE SUMMARY

Town Staff requests approval of a purchase order with Pro Energy Fleet Fueling, LLC (Pro Energy) in an amount not to exceed \$450,000 for fleet and emergency standby generator fuel for the Town through the end of December 2025. The proposed purchase order is based on a piggyback of state term contract No. 15100000-19-1.

In a typical year, the Town's fleet consumes approximately 230,000 gallons of unleaded fuel, which is delivered bi-weekly at roughly 8,000 gallons per shipment. In addition, the Town uses approximately 10,000 gallons of on-road diesel annually and purchases additional bulk diesel fuel for emergency standby generators.

ANALYSIS

The Town has issued purchase orders to Pro Energy using State Term Contract No. 15100000-19-1 since September, 2019. Pro Energy has provided the Town with quality products and services, completing deliveries in a timely manner without any interruption in service, unjust claims, or disputes. Additionally, on May 2025 the state renewed contract No. 1510000019-1 with Pro Energy for an additional six(6) month term ending December 30, 2025.

As this contract is awarded with a start date of July 1st, the contract overlaps the fiscal year operating budgets. Therefore, \$225,000 will be encumbered in FY 2025, with the remainder to be encumbered on October 1st at the start of FY 2026.

In the event the Town Council approves, the Director of Finance will be authorized to issue a purchase order to Pro Energy Fleet Fueling, LLC using State Term Contract No. 15100000-19-1 in an amount not to exceed \$450,000.

STRATEGIC PRIORITY

- Fiscal Responsibility

ATTACHMENTS

1. Pro Energy Contract
2. Pro Energy Amendment 3

FUNDING SOURCE

Approved in Budget	\$875,000 FY2025 \$900,000 FY2026 (Subject to Appropriation)	Sources: 552002 - Gas, Oil & Lube
Additional Funding Requested	\$	Sources:

For more information or copies of the attachments, please contact Michael Schneider at michaelsc@jupiter.fl.us or 561-741-2547.



**State Term Contract
No. 15100000-19-1
For
Bulk Fuel, Gasoline, and Diesel**

This Contract is between the State of Florida, Department of Management Services (Department), an agency of the State of Florida and Pro Energy Fleet Fueling LLC (Contractor), collectively referred to herein as the "Parties."

Accordingly, the Parties agree as follows:

I. Contract Award

The Contractor has been awarded the following regions, fuel groups, and fuel types:

Northern and Central Regions

Diesel Fuel, Grade No. 2-D Ultra Low Sulfur- Transport
Diesel Fuel, Red Dye Grade No. 2 Ultra Low Sulfur- Transport
Gasoline E10, Unleaded 87 Octane- Transport

Southern Region

Diesel Fuel, Grade No. 2-D Ultra Low Sulfur- Transport and Non-Transport
Diesel Fuel, Red Dye Grade No. 2 Ultra Low Sulfur- Transport and Non-Transport
Gasoline E10, Unleaded 87 Octane- Transport and Non-Transport

II. Initial Contract Term.

The Initial Contract Term shall be for three years. The Initial Contract Term shall begin on July 1, 2019. The Contract shall expire on June 30, 2022, unless terminated earlier in accordance with the Special Contract Conditions.

III. Renewal Term.

Upon mutual written agreement, the Parties may renew this Contract, in whole or in part, for a Renewal Term not to exceed the Initial Contract Term, pursuant to the incorporated Special Contract Conditions.

IV. Contract.

As used in this document, "Contract" (whether or not capitalized) shall, unless the context requires otherwise, include this document and all incorporated Attachments, which set forth the entire understanding of the Parties and supersedes all prior agreements. All modifications to this Contract must be in writing and signed by all Parties.

State Term Contract No. 15100000-19-1
For
Bulk Fuel, Gasoline, and Diesel

All Attachments listed below are incorporated in their entirety into, and form part of this Contract. The Contract Attachments shall have priority in the order listed:

- a) Exhibit A: Scope of Work, Attachment A
- b) Exhibit B Markup Sheet
- c) Exhibit C: Special Contract Conditions, Attachment C
- d) Exhibit D: Addenda to Solicitation
- e) Exhibit E: ITB and other ITB Attachments

V. Amendment to Exhibit E (ITB)

ITB Section 2.1 Definitions; is hereby amended to replace two definitions for Transport and Non transport delivery to the definitions listed below:

Transport Delivery - A delivery by a transport truck or other means with a minimum delivery of 6,000 gallons and a maximum delivery of; 8,500 gallons for gasoline, 7,500 gallons for diesel, and 7,500 gallons for a combination load of gasoline and diesel.

Non-Transport Delivery - A delivery by tank wagon or other means with a minimum delivery of 500 gallons and a maximum delivery of; 5,999 gallons for gasoline, 5,999 gallons for diesel, and 5,999 gallons for a combination load of gasoline and diesel.

VI. Contract Management.

Department's Contract Manager:

Frank Miller
Division of State Purchasing
Florida Department of Management Services
4050 Esplanade Way, Suite 360
Tallahassee, Florida 32399-0950
Telephone: (850) 488-8855
Email: Frank.Miller2@dms.myflorida.com

Contractor's Contract Manager:

Chas DeFelice
Pro Energy Fleet Fueling LLC.
1093 Shotgun Rd.
Sunrise, FL 33326
Telephone: (954) 431-5389
Email: chas@proenergy.us

**State Term Contract No. 15100000-19-1
For
Bulk Fuel, Gasoline, and Diesel**

IN WITNESS THEREOF, the Parties hereto have caused this Contract, which includes the incorporated Attachments, to be executed by their undersigned officials as duly authorized. This Contract is not valid and binding until signed and dated by the Parties.

PRO ENERGY FLEET FUELING LLC

**STATE OF FLORIDA,
DEPARTMENT OF MANAGEMENT SERVICES**

Patrick Gillespie, Deputy Secretary

Date:

Date:

State Term Contract No. 15100000-19-1
For
Bulk Fuel, Gasoline, and Diesel

IN WITNESS THEREOF, the Parties hereto have caused this Contract, which includes the incorporated Attachments, to be executed by their undersigned officials as duly authorized. This Contract is not valid and binding until signed and dated by the Parties.

PRO ENERGY FLEET FUELING LLC

STATE OF FLORIDA,
DEPARTMENT OF MANAGEMENT SERVICES



Clemente Cruz, Owner

6/11/19

Date:



~~Patrick Gillespie, Deputy Secretary~~
David Clark, Chief of Staff
6/24/19

Date:

Exhibit A Scope of Work

A. General Statement

1. Purpose

The State of Florida Department of Management Services' Division of State Purchasing (Department) is issuing this Invitation to Bid (ITB) to establish a state term contract for Bulk Fuel, Gasoline, and Biodiesel. Customers for this contract include all state agencies and eligible users. (It is anticipated that Customers will use approximately 10,000,000 gallons annually under the resulting Contract, if any).

2. Commodity Code List

UNSPSC	Commodity Description
15101505	Diesel fuel
15101506	Gasoline or Petrol
15101513	Diesel fuel off road
15101801	Biodiesel

B. Definitions

- 1. Back Haul-** Return of unused fuel.
- 2. Contractor -** The successful bidder/Vendor who is awarded the resultant contract under this solicitation. Contractor is also known as the "Shipper".
- 3. Contract Manager -** Person designated by the Department of Management Services (the Department) to be responsible for managing the performance of a contract.
- 4. Customer -** An ordering entity including state agencies and eligible users, as defined in Rule 60A-1.001, Florida Administrative Code (F.A.C.).
- 5. Eligible User -** A governmental entity defined in Rule 60A-1.001, F.A.C.
- 6. Emergency Delivery-** When a delivery is required to help immediate risk to health, life, or property.
- 7. Freight Charge-** The fee is applied to all shipments and is set by local authorities which means this fee may apply to both import or export shipments.
- 8. Pump Off-** Using a pump to pull the fuel from the truck/trailer and pushes the fuel to its destination.
- 9. Top Off-** To bring fuel to the maximum tank level of 1,000 gallons or less.

C. Commodity Specifications

1. **Biodiesel Blend:** Blend of grade no. 2-D ultra-low sulfur diesel and up to 20% biodiesel, for use in over the road diesel engine, meeting the American Society for Testing and Materials (A.S.T.M.) specification D7467 for biodiesel blends (6% – 20%). The biodiesel component shall consist of mono-alkyl esters of long chain fatty acids derived from new and used vegetable oils, designated B100, B99.9, or B99, meeting the A.S.T.M. specification D6751 and be certified under the BQ9000 quality program. The diesel component (grade no. 2-D ultra-low sulfur diesel) and any blends with less than 6% biodiesel shall meet A.S.T.M. specification D975. The final product shall comply with the standards in Rule 5J-21.001, F.A.C. **The Contractor must deliver any blend requested by the Customer.**
2. **Diesel Fuel, Grade No. 2-D Ultra Low Sulfur:** Grade no. 2-D (.0015 mass Percentage sulfur, 40 cetane min.), for use in over the road diesel engine, per A.S.T.M. specification D975, complying with Rule 5J-21.001, F.A.C.
3. **Gasoline E10, Unleaded 87 Octane:** The product shall comply with the standards in Rule 5J-21.001, F.A.C.
4. **Diesel Fuel, Red Dye Grade No. 2 Ultra Low Sulfur:** for use in off-road diesel engine, minimum cetane number of 40 using A.S.T.M. D613, A.S.T.M specification D975, Grade # 2 S15. The product shall comply with the standards in Rule 5J-21.001, F.A.C.

Upon Customer request, Contractor must provide all certificates concerning product quality of all commodities listed in Section C (1-4) inclusive in this Scope of Work.

D. Pricing Elements for Purchase of Fuels

1. Cost of Fuel

Prices will be calculated for each fuel type using the following information:

1.1 Biodiesel Blend

- 1.1.1 Data Transmission Network (DTN) FastRacks Average Price for Ultra Low No. 2. The daily price will be used to calculate the diesel portion for Biodiesel.
- 1.1.2 The Wall Street Journal's published Monday closing price for soybean oil, as printed in the Tuesday edition under "Fats and Oils" in the "Cash Prices" column. This weekly price will be used to calculate the bio portion of the Biodiesel. This method will be used unless vendor(s) can show a better way of getting the price weekly. If no Monday price is published, then the next available published price will apply (Tuesday, Wednesday, etc.).
- 1.1.3 Contractor's Markup as determined by the Price Sheet for the region in which delivery of Fuel is made.
- 1.1.4 All applicable Fuel taxes and/or petroleum associated fees as determined by the county in which delivery of Fuel is made.

Sample Calculations:

B20 wholesale price = 0.80 times the price for ultra-low sulfur no. 2 diesel plus 0.20 times the price for soybean oil.

B10 wholesale price = 0.90 times the price for ultra-low sulfur no. 2 diesel plus 0.10 times the price for soybean oil.

B5 wholesale price = 0.95 times the price for ultra-low sulfur no. 2 diesel plus 0.05 times the price for soybean oil.

The Contractor is prohibited from negotiating or billing in a manner that exceeds the stated prices included in the Contract. The Contractor agrees that the price charged to the Customer shall be subject to audit, and the Contractor shall make all records supporting the invoiced prices available for inspection, upon written request by the Customer.

1.2 Diesel Fuel, Grade No. 2-D Ultra Low Sulfur

- 1.2.1 DTN FastRacks Average Price for Ultra Low No. 2.
- 1.2.2 Contractor's Markup as determined by the Price Sheet for the region in which delivery of Fuel is made.
- 1.2.3 All applicable Fuel taxes and/or petroleum associated fees as determined by the county in which delivery of Fuel is made.

1.3 Gasoline E10, Unleaded 87 Octane

- 1.3.1 DTN FastRacks Average Price for Gasoline E-10 10% Ethanol.
- 1.3.2 Contractor's Markup as determined by the Price Sheet for the region in which delivery of Fuel is made.
- 1.3.3 All applicable Fuel taxes and/or petroleum associated fees as determined by the county in which delivery of Fuel is made.

1.4 Diesel Fuel, Red Dye Grade No. 2 Ultra Low Sulfur

- 1.4.1 DTN FastRacks Average Price for Ultra Low Red No. 2.
- 1.4.2 Contractor's Markup as determined by the Price Sheet for the region in which delivery of Fuel is made.
- 1.4.3 All applicable Fuel taxes and/or petroleum associated fees as determined by the county in which delivery of Fuel is made.

The DTN FastRacks Average Price used above will be that of the closest appropriate terminal, on the date of delivery to the Customer, regardless of when or where the Contractor obtained fuel. The Contractor must subscribe to the DTN FastRacks Averages by calling DTN's Sales Department at 1-800-779-5775.

The following terminals are used to refer to the DTN FastRacks Average Prices:

- Pensacola
- Panama City
- Jacksonville

- Orlando
- Tampa
- Miami
- Bainbridge, GA

2. Fuel Fees, Taxes, and Other Costs

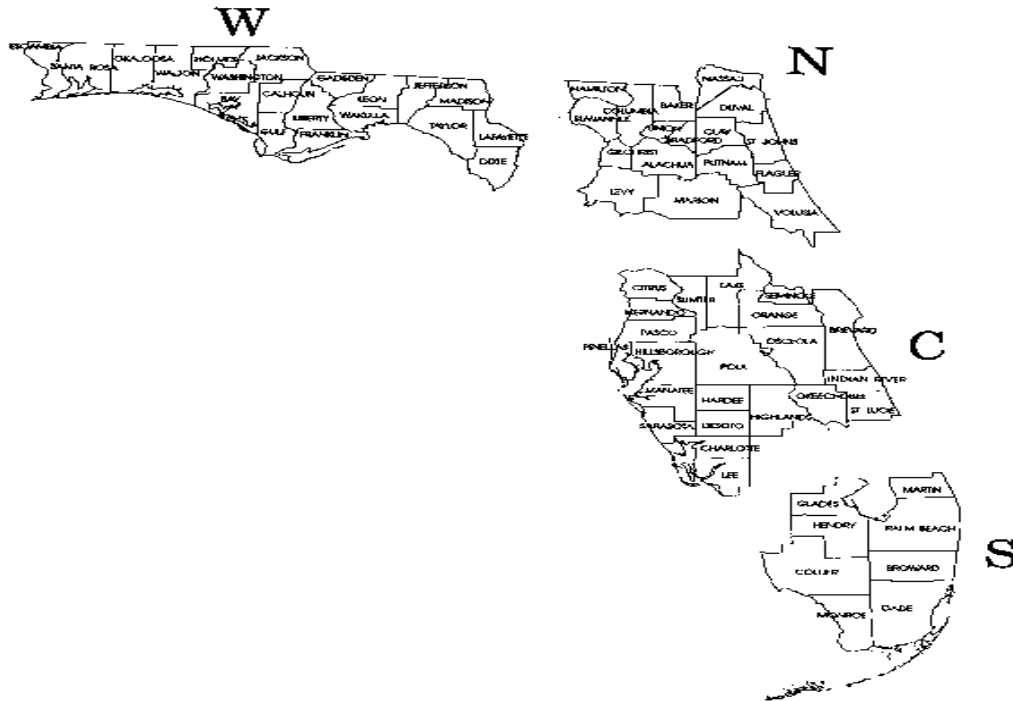
The Contractor may assess the following charges as determined by the price sheet for the county in which delivery of Fuel is made:

- 2.1. Delivery charges are allowed.
- 2.2. Freight charges will apply on all Transport Deliveries.
- 2.3. Pump off charge for Transport Delivery. This may be charged more than once if Transport Delivery truck is required to relocate to deliver to additional tanks.
- 2.4. Excessive delay charge if Contractor should wait more than 30 minutes to begin Fuel delivery.
- 2.5. Back haul charge if Customer orders more than tanks can hold.
- 2.6. Top off charge.
- 2.7. Tank maintenance, if customer and vendor agree.
- 2.8. Other fees were permitted by paragraph 215.422(3)(b), Florida Statutes.

This space left intentionally blank.

E. Delivery to Customers

Map of Four Geographic Regions for Delivery to Customers



Identification of Counties within Four Geographic Regions

<u>WESTERN (W)</u>	<u>NORTHERN (N)</u>	<u>CENTRAL (C)</u>	<u>SOUTHERN (S)</u>
Bay	Alachua	Brevard	Broward
Calhoun	Baker	Charlotte	Collier
Dixie	Bradford	Citrus	Glades
Escambia	Clay	Desoto	Hendry
Franklin	Columbia	Hardee	Martin
Gadsden	Duval	Hernando	Miami-Dade
Gulf	Flagler	Highlands	Monroe
Holmes	Gilchrist	Hillsborough	Palm Beach
Jackson	Hamilton	Indian River	
Jefferson	Levy	Lake	
Lafayette	Marion	Lee	
Leon	Nassau	Manatee	
Liberty	Putnam	Okeechobee	

<u>WESTERN (W)</u>	<u>NORTHERN (N)</u>	<u>CENTRAL (C)</u>	<u>SOUTHERN (S)</u>
Madison	St. Johns	Orange	
Okaloosa	Suwannee	Osceola	
Santa Rosa	Union	Pasco	
Taylor	Volusia	Pinellas	
Wakulla		Polk	
Walton		Sarasota	
Washington		Seminole	
		St. Lucie	
		Sumter	

NOTE: Gallons listed below may be converted to liters.

1. Normal delivery on this Contract shall be from 6,000 to 8,500 gallons for a Delivery of gasoline; 6,000 to 7,500 gallons for a Delivery of diesel; and 7,500 gallons for a combination load Transport Delivery of gasoline and diesel.
2. Delivery options on the contract for less than the normal delivery can be made via a tank wagon, LPG trucks, or other means to receive less than 6,000 gallons.
3. In the event of an emergency, gas and/or diesel deliveries/top offs can be made by a tank wagon or other available transportation for gas or diesel deliveries less than the normal delivery load.
4. Delivery shall be made available to all state agencies and their locations.

Imperial measurements appearing are not intended to preclude bids for commodities with metric measurements.

5. Normal delivery of fuel will be delivered to the Customer's tank(s) within 48 hours after telephone notification is received unless specified otherwise by the Customer. For new accounts, the Contractor will be allowed additional time to enter all required account information into their ordering/billing system to establish the new account. This time will be agreed upon by the Customer and the Contractor. The State prefers that vehicles equipped with meters make delivery. If non-metered vehicles are used, the driver shall leave a metered loading report from the terminal with the Customer. If temperature corrected billing is used, the loading report shall give all pertinent information. Customer may be subject to a service charge if request is for same day delivery.
6. Before unloading of Fuel begins, Customer personnel and Contractor personnel shall measure the Customer's tank(s) to receive Fuel and shall again measure the tank(s) after delivery. Customer may be subject to a back-haul charge if the Customer orders more Fuel than the Customer's tank(s) can hold upon delivery and a portion of the Fuel ordered has to be returned.

F. Emergency Fuel Plan

Within thirty days of contract signing, the Contractor and the State shall jointly develop an Emergency Fuel Plan (Plan). The emergency purchases under the Plan shall include the use of

equipment and tools, and all services and responsibilities prescribed or implied which are necessary for the complete performance by the Contractor of its obligations under the Plan. This Plan shall include but not be limited to:

- Commodities and services available to Customers during emergencies
- An assessment of risks
- Operational assignments (Who does what, when and how)
- Procedures for Emergency notification (How do we tell people there's a problem?)
- Procedures for activation in the event of an emergency to protect and/or recover critical assets and functions
- Procedures for Plan testing
- Procedures for an annual review, updating, altering and re-writing that results in a document that is fully functional and operational
- The plan must be able to work with the State's Fuel Card program

G. Invoices

1. The Contractor shall submit timely invoices to the Customer.
2. At a minimum the invoices are to provide the following information:
 - 2.1. Contractor's name, contract number, actual date of delivery, location of delivery, fuel manufacturer, and fuel quantity delivered;
 - 2.2. DTN FastRacks Average Price based on the actual delivery date and named closest terminal used for price;
 - 2.3. Exempted taxes, fees, credits, markup, and other fees consisting of freight, pump-off, excessive delay, back-haul, top-off, tank maintenance pump off fee;
 - 2.4. Adjustments due to unforeseen circumstances including but not limited to erroneous orders, fuel spills, delivery of incorrect fuel, and cross-fueling; and
 - 2.5. Total invoice price.
3. To encourage transparency, all line item costs on all invoices shall include a description of each cost sufficient for a Customer to understand and audit.

H. Punch-out Catalog and Electronic Invoicing

The Contractor will be required to provide an MFMP punch-out catalog. The punch-out catalog provides an alternative mechanism for suppliers to offer the State of Florida access to products awarded under the Contract. The punch-out catalog also allows for direct communication between the MFMP eProcurement System and a supplier's Enterprise Resource Planning (ERP) system, which can reflect real-time product inventory/availability information.

Through utilization of the punch-out catalog model, a Florida buyer will "punch out" to a supplier's website. Using the search tools on the supplier's Florida punch-out catalog site, the user selects the desired products and services. When complete, the user exits the supplier's punch-out catalog site and the shopping cart (full of products and services) is "brought back" to MFMP. No orders are sent to a supplier when the user exits the supplier's punch-out catalog site. Instead, the chosen products and services are "brought back" to MFMP as Contract line

items. The user can then proceed through the normal workflow steps, which may include adding/editing the products to a requisition or a purchase order. An order is not submitted to a supplier until the buyer actually adds the line items to a requisition and the purchase order is approved and sent to the supplier.

At the State's option, the Contractor holds the option to invoice electronically pursuant to guidelines of the Department of Management Services. Electronic invoices will be submitted to the agency through the Ariba Network (AN) in one of three mechanisms as listed below. The Contractors may select the method that best meets their capabilities from the following list:

- cXML (commerce eXtensible Markup Language)
- This standard establishes the data contents required for invoicing via cXML within the context of an electronic environment. This transaction set can be used for invoicing via the Ariba Network (AN) for catalog and non-catalog products and services. The cXML format is the Ariba preferred method for eInvoicing.
- EDI (Electronic Data Interchange)
- This standard establishes the data contents of the Invoice Transaction Set (810) for use within the context of an Electronic Data Interchange (EDI) environment. This transaction set can be used for invoicing via the AN, for catalog and non-catalog products and services.
- PO Flip via AN
- The online process allows suppliers to submit invoices via the AN, for catalog and non-catalog products and services. Suppliers have the ability to create an invoice directly from their Inbox in their AN account by simply "flipping" the PO into an invoice. This option does not require any special software or technical capabilities.

For the purposes of this section, the Contractor warrants and represents that it is authorized and empowered to and hereby grants the State and the third-party provider of MFMP, a State Contractor, the right and license to use, reproduce, transmit, distribute, and publicly display within the system the information outlined above. In addition, the Contractor warrants and represents that it is authorized and empowered to and hereby grants the State and the third-party provider the right and license to reproduce and display within the system the Contractor's trademarks, system marks, logos, trade dress, or other branding designation that identifies the products made available by the Contractor under the Contract.

The Contractor will work with the MFMP management team to obtain specific requirements for the punch-out catalog and electronic invoicing.

I. Contract Reporting

The Contractor shall report information on orders received from state agencies and eligible users associated with this contract. The Contractor shall supply to the Department all the data, calculations, and documents used in computing all costs associated with the supply and delivery of Fuel.

No favorable action will be considered for any contractor who has outstanding Contract Quarterly Sales Reports, MFMP Transaction Fee Reports, or any other documentation, to include fees / monies that is required under this Contract.

The Contractor shall submit reports in accordance with the following schedule:

Report	Period Covered	Due Dates
MFMP Transaction Report	Calendar month	15th calendar day of the month following the receipt of payment for the vendor's good or services.
Contract Quarterly Sales Report	State's Fiscal Quarter	10 calendar days after close of the period
Savings / Price Reductions	Annual	10 business days after each action that adjusts prices
Diversity Report (submitted to the Customer)	State Fiscal Year	10 business days after close of the period
Preferred Pricing Affidavit	Annual	Contract anniversary date

J. MFMP Transaction Fee Report

The Contractor is required to submit monthly Transaction Fee Reports in the Department's electronic format. Reports are due 15 calendar days after the end of the reporting period. For information on how to submit Transaction Fee Reports online, please reference the detailed fee reporting instructions and Vendor training presentations available online at the Transaction Fee Reporting and Vendor Training subsections under Vendor on the MFMP website: MFMP Transaction Fee and Reporting. Assistance is also available with the Transaction Fee Reporting System from the MFMP Customer Service Desk by email at feeprocessing@myfloridamarketplace.com or telephone 866-FLA-EPRO (866-352-3776) from 8:00 a.m. to 6:00 p.m. ET.

K. Quarterly Sales Report

The Contractor agrees to submit a Quarterly Sales Report to the Department's Contract Manager within 10 calendar days after the close of each State Fiscal quarter (September 30, December 31, March 31, and June 30).

Quarterly Reporting periods should coincide with the contract term and should begin the quarter following contract execution. Reports must be submitted in MS Excel format. The report will include all sales (orders) from state agencies and eligible users received (associated with this contract) during the period. Initiation and submission of the Quarterly Report is the responsibility of the Contractor without prompting or notification from the Department's Contract Manager. If no orders are received during the period, the Contractor must submit a report stating that there was no activity. If the Contractor fails to submit two consecutive quarterly sales reports, the Contract may be terminated for convenience or the Department may choose to not renew the Contract.

The Contractor shall report to each Customer (ordering entity), spend with certified and other minority business enterprises. These reports shall include the period covered, the name, minority code and Federal Employer Identification Number of each minority business utilized during the period, commodities and services provided by the minority business enterprise, and the amount paid to each minority business on behalf of each purchasing agency ordering under the terms of this Contract.

In addition, the Department may require additional Contract sales information such as copies of purchase orders, or ad hoc sales reports. The Contractor shall submit these specific ad hoc requests within the specified amount of time as requested by the Department.

The Contractor is required to submit ad hoc reports within the specified amount of time as requested by the Department.

L. Business Review Meetings

In order to maintain the partnership between the Department and the Contractor, each quarter the Department may request a business review meeting. The business review meeting may include, but is not limited to, the following:

- Successful completion of deliverables
- Review of the Contractor's performance
- Review of minimum required reports
- Addressing of any elevated Customer issues
- Review of continuous improvement ideas that may help lower total costs and/or improve business efficiencies

M. Financial and Other Consequences

The following financial consequences will apply for nonperformance of the contract by a Contractor. The State reserves the right to withhold payment or implement other appropriate remedies, such as contract termination or nonrenewal, when the Contractor has failed to perform/comply with provisions of the Contract. These consequences for non-performance are not to be considered penalties.

The financial consequences will be paid via check or money order and made out to the Department of Management Services in US Dollars within 30 calendar days after the required report submission date. These consequences are individually assessed for failures over each target period beginning with the first full month or quarter of the contract performance and every quarter thereafter.

Performance Metrics	Description	Frequency	Financial Consequences Trigger for Non-Performance Per Day Late
Submission of complete and accurate Contract Quarterly Sales Report	Submit Quarterly Sales Report 10 calendar days after close of the period	Each quarter	\$250
Submission of complete and accurate Contract Monthly Transaction Fee Report	Submit Monthly Transaction Fee Report 15 calendar days after close of the period	Each month	\$100

N. Service Level Agreement (SLA) Performance

State agencies and eligible users may add SLA requirements and additional financial consequences in their statements of work for failing to meet performance requirements within any negotiated SLA or purchase order.

Exhibit C
Special Contract Conditions

Table of Contents

SECTION 1. DEFINITION.2

SECTION 2. CONTRACT TERM AND TERMINATION.2

SECTION 3. PAYMENT AND FEES.3

SECTION 4. CONTRACT MANAGEMENT.4

SECTION 5. COMPLIANCE WITH LAWS.6

SECTION 6. MISCELLANEOUS.8

SECTION 7. WORKERS' COMPENSATION AND GENERAL LIABILITY INSURANCE,
AND INDEMNIFICATION9

SECTION 8. PUBLIC RECORDS, TRADE SECRETS, DOCUMENT MANAGEMENT
AND INTELLECTUAL PROPERTY.11

SECTION 9. DATA SECURITY AND SERVICES.12

SECTION 10. GRATUITIES, LOBBYING, AND COMMUNICATIONS.14

SECTION 11. CONTRACT MONITORING.15

SECTION 12. CONTRACT AUDITS.16

SECTION 13. BACKGROUND SCREENING AND SECURITY.17

SECTION 14. INFORMATION TECHNOLOGY.18

In accordance with Rule 60A-1.002(5), F.A.C., Form PUR 1000 is included herein by reference and is superseded in its entirety by these Special Contract Conditions.

Exhibit C

Special Contract Conditions

SECTION 1. DEFINITION.

The following definition applies in addition to the definitions in Chapter 287, Florida Statutes, (F.S.) and rule Chapter 60A-1, Florida Administrative Code (F.A.C.):

1.1 Customer.

The agency or eligible user that purchases commodities or contractual services pursuant to the Contract.

SECTION 2. CONTRACT TERM AND TERMINATION.

2.1 Initial Term.

The initial term will begin on the date set forth in the Contract documents or on the date the Contract is signed by all Parties, whichever is later.

2.2 Renewal.

Upon written agreement, the Department and the Contractor may renew the Contract in whole or in part only as set forth in the Contract documents, and in accordance with section 287.057(13), F.S.

2.3 Suspension of Work and Termination.

2.3.1 Suspension of Work.

The Department may, at its sole discretion, suspend any or all activities under the Contract, at any time, when it is in the best interest of the State of Florida to do so. The Customer may suspend a resulting contract or purchase order, at any time, when in the best interest of the Customer to do so. The Department or Customer will provide the Contractor written notice outlining the particulars of suspension. Examples of a reason for suspension include, but are not limited to, budgetary constraints, declaration of emergency, or other such circumstances. After receiving a suspension notice, the Contractor must comply with the notice and will cease the activities associated with any active or new purchase orders. Within ninety (90) calendar days, or any longer period agreed to by the Contractor, the Department or Customer will either (1) issue a notice authorizing resumption of work, at which time activity will resume, or (2) terminate the Contract or purchase order. Suspension of work will not entitle the Contractor to any additional compensation.

2.3.2 Termination for Convenience.

The Contract may be terminated by the Department in whole or in part at any time, in the best interest of the State of Florida. If the Contract is terminated before performance is completed, the Contractor will be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed an amount which is the same percentage of the Contract price as the amount of work satisfactorily performed. All work in progress will become the property of the Customer and will be turned over promptly by the Contractor.

2.3.3 Termination for Cause.

Exhibit C

Special Contract Conditions

If the performance of the Contractor is not in compliance with the Contract requirements or the Contractor has defaulted, the Department may: (a) immediately terminate the Contract; (b) notify the Contractor of the noncompliance or default and require correction within a specified time, otherwise the Contract will terminate at the end of such time; or (c) take other action deemed appropriate by the Department.

SECTION 3. PAYMENT AND FEES.

3.1 Pricing.

The Contractor will not exceed the pricing set forth in the Contract documents.

3.2 Price Decreases.

The following price decrease terms will apply to the Contract:

(a) Preferred Pricing. Consistent with the goals of section 216.0113, F.S., Contractor acknowledges and recognizes that the Department wants to take advantage of any improvements in pricing over the course of the Contract period. To that end, the pricing indicated in this Contract is a maximum guarantee under the terms of this clause. Contractor's pricing will not exceed the pricing offered under comparable contracts. Comparable contracts are those which are similar in size, scope, and terms. Contractor must annually submit an affidavit from an authorized representative attesting that the Contract is in compliance with this clause.

(b) Sales Promotions. In addition to decreasing prices for the balance of the Contract term due to a change in market conditions, the Contractor may conduct sales promotions involving price reductions for a specified lesser period. The Contractor must submit documentation identifying the proposed (1) starting and ending dates of the promotion, (2) commodities or contractual services involved, and (3) promotional prices compared to then-authorized prices.

3.3 Payment Invoicing.

The Contractor will be paid upon submission of invoices to the Customer after delivery and acceptance of commodities or contractual services is confirmed by the Customer. Invoices must contain detail sufficient for an audit and contain the Contract Number and the Contractor's Federal Employer Identification Number.

3.4 Purchase Order.

A Customer may use purchase orders to buy commodities or contractual services pursuant to the Contract. If applicable, the Contractor must provide commodities or contractual services pursuant to purchase orders. The purchase order period of performance survives the expiration of the Contract. The duration of purchase orders must not exceed the expiration of the Contract by more than twelve (12) months.

3.5 Travel.

Travel expenses are not reimbursable unless specifically authorized by the Customer in writing, and may be reimbursed only in accordance with section 112.061, F.S.

3.6 Annual Appropriation.

Exhibit C

Special Contract Conditions

Pursuant to section 287.0582, F.S., if the Contract binds the State of Florida or an agency for the purchase of services or tangible personal property for a period in excess of one fiscal year, the State of Florida's performance and obligation to pay under the Contract is contingent upon an annual appropriation by the Legislature.

3.7 Transaction Fees.

The State of Florida, through the Department of Management Services, has instituted MyFloridaMarketPlace, a statewide eProcurement system pursuant to section 287.057(22), F.S. All payments issued by Customers to registered Vendors for purchases of commodities or contractual services will be assessed Transaction Fees as prescribed by rule 60A-1.031, F.A.C., or as may otherwise be established by law. Vendors must pay the Transaction Fees and agree to automatic deduction of the Transaction Fees when automatic deduction becomes available. Vendors will submit any monthly reports required pursuant to the rule. All such reports and payments will be subject to audit. Failure to comply with the payment of the Transaction Fees or reporting of transactions will constitute grounds for declaring the Vendor in default and subject the Vendor to exclusion from business with the State of Florida.

3.8 Taxes.

Taxes, customs, and tariffs on commodities or contractual services purchased under the Contract will not be assessed against the Customer unless authorized by Florida law.

3.9 Return of Funds.

Contractor will return any overpayments due to unearned funds or funds disallowed pursuant to the terms of the Contract that were disbursed to the Contractor. The Contractor must return any overpayment within forty (40) calendar days after either discovery by the Contractor, its independent auditor, or notification by the Department or Customer of the overpayment.

SECTION 4. CONTRACT MANAGEMENT.

4.1 Composition and Priority.

The Contractor agrees to provide commodities or contractual services to the Customer as specified in the Contract. Additionally, the terms of the Contract supersede the terms of any and all prior agreements between the Parties.

4.2 Notices.

All notices required under the Contract must be delivered to the designated Contract Manager by certified mail, return receipt requested; reputable air courier service; email; personal delivery; or as otherwise identified by the Department.

4.3 Department's Contract Manager.

The Department's Contract Manager, who is primarily responsible for the Department's oversight of the Contract, will be provided in a separate writing to the Contractor upon Contract signing in the following format:

Jane Doe
Address

Exhibit C

Special Contract Conditions

Telephone #
Email

In the event that the Department changes the Contract Manager, the Department will notify the Contractor. Such a change does not require an amendment to the Contract.

4.4 Contractor's Contract Manager.

The Contractor's Contract Manager, who is primarily responsible for the Contractor's oversight of the Contract performance, will be provided in a separate writing to the Department upon Contract signing in the following format:

Jane Doe
<Insert Contractor name>
<Insert Contractor's physical address>
Telephone: (XXX) 555-XXXX
Email: jane.doe@business.gmail.com

In the event that the Contractor changes its Contract Manager, the Contractor will notify the Department. Such a change does not require an amendment to the Contract.

4.5 Diversity Reporting.

The State of Florida supports its diverse business community by creating opportunities for woman-, veteran-, and minority-owned small business enterprises to participate in procurements and contracts. The Department encourages supplier diversity through certification of woman-, veteran-, and minority-owned small business enterprises, and provides advocacy, outreach, and networking through regional business events. For additional information, please contact the Office of Supplier Diversity (OSD) at osdinfo@dms.myflorida.com.

Upon request, the Contractor will report to the Department its spend with business enterprises certified by the OSD. These reports must include the time period covered, the name and Federal Employer Identification Number of each business enterprise utilized during the period, commodities and contractual services provided by the business enterprise, and the amount paid to the business enterprise on behalf of each Department purchasing under the Contract.

4.6 RESPECT.

Subject to the agency determination provided for in section 413.036, F.S., the following statement applies:

IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT ANY ARTICLES THAT ARE THE SUBJECT OF, OR REQUIRED TO CARRY OUT, THIS CONTRACT SHALL BE PURCHASED FROM A NONPROFIT AGENCY FOR THE BLIND OR FOR THE SEVERELY HANDICAPPED THAT IS QUALIFIED PURSUANT TO CHAPTER 413, FLORIDA STATUTES, IN THE SAME MANNER AND UNDER THE SAME PROCEDURES SET FORTH IN SECTION 413.036(1) AND (2), FLORIDA STATUTES; AND FOR PURPOSES OF THIS CONTRACT THE PERSON, FIRM, OR OTHER

Exhibit C

Special Contract Conditions

BUSINESS ENTITY CARRYING OUT THE PROVISIONS OF THIS CONTRACT SHALL BE DEEMED TO BE SUBSTITUTED FOR THE STATE AGENCY INsofar AS DEALINGS WITH SUCH QUALIFIED NONPROFIT AGENCY ARE CONCERNED.

Additional information about RESPECT and the commodities or contractual services it offers is available at <http://www.respectofflorida.org>.

4.7 PRIDE.

Subject to the agency determination provided for in sections 287.042(1) and 946.515, F.S., the following statement applies:

IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT ANY ARTICLES WHICH ARE THE SUBJECT OF, OR REQUIRED TO CARRY OUT, THIS CONTRACT SHALL BE PURCHASED FROM THE CORPORATION IDENTIFIED UNDER CHAPTER 946, F.S., IN THE SAME MANNER AND UNDER THE SAME PROCEDURES SET FORTH IN SECTION 946.515(2) AND (4), F.S.; AND FOR PURPOSES OF THIS CONTRACT THE PERSON, FIRM, OR OTHER BUSINESS ENTITY CARRYING OUT THE PROVISIONS OF THIS CONTRACT SHALL BE DEEMED TO BE SUBSTITUTED FOR THIS AGENCY INsofar AS DEALINGS WITH SUCH CORPORATION ARE CONCERNED.

Additional information about PRIDE and the commodities or contractual services it offers is available at <http://www.pride-enterprises.org>.

SECTION 5. COMPLIANCE WITH LAWS.

5.1 Conduct of Business.

The Contractor must comply with all laws, rules, codes, ordinances, and licensing requirements that are applicable to the conduct of its business, including those of federal, state, and local agencies having jurisdiction and authority. For example, the Contractor must comply with section 274A of the Immigration and Nationality Act, the Americans with Disabilities Act, Health Insurance Portability and Accountability Act, if applicable, and all prohibitions against discrimination on the basis of race, religion, sex, creed, national origin, handicap, marital status, or veteran's status.

Pursuant to subsection 287.058(1), F.S., the provisions of subparagraphs 287.058(1)(a)-(c), and (g), F.S., are hereby incorporated by reference, to the extent applicable.

5.2 Dispute Resolution, Governing Law, and Venue.

Any dispute concerning performance of the Contract shall be decided by the Department's designated Contract Manager, who will reduce the decision to writing and serve a copy on the Contractor. The decision of the Contract Manager shall be final and conclusive. Exhaustion of this administrative remedy is an absolute condition precedent to the Contractor's ability to pursue legal action related to the Contract or any other form of dispute resolution. The laws of the State of Florida govern the Contract. The Parties submit to the jurisdiction of the courts of the State of Florida exclusively for any legal action related to the Contract. Further, the Contractor hereby waives any and all

Exhibit C

Special Contract Conditions

privileges and rights relating to venue it may have under Chapter 47, F.S., and any and all such venue privileges and rights it may have under any other statute, rule, or case law, including, but not limited to those based on convenience. The Contractor hereby submits to venue in the county chosen by the Department.

5.3 Department of State Registration.

Consistent with Chapters 605 through 623, F.S., the Contractor and any subcontractors that assert status, other than a sole proprietor, must provide the Department with conclusive evidence of a certificate of status, not subject to qualification, if a Florida business entity, or of a certificate of authorization if a foreign business entity.

5.4 Suspended, Convicted and Discriminatory Vendor Lists.

In accordance with sections 287.042, 287.133, and 287.134, F.S., an entity or affiliate who is on the Suspended Vendor List, Convicted Vendor List or the Discriminatory Vendor List may not perform work as a contractor, supplier, subcontractor, or consultant under the Contract. The Contractor must notify the Department if it or any of its suppliers, subcontractors or consultants have been placed on the Suspended Vendor List, Convicted Vendor List or the Discriminatory Vendor List during the term of the Contract.

5.5 Scrutinized Companies—Termination by the Department.

The Department may, at its option, terminate the Contract if the Contractor is found to have submitted a false certification as provided under section 287.135(5), F.S., 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.

5.6 Cooperation with Inspector General and Records Retention.

Pursuant to subsection 20.055(5), F.S., Contractor, and any subcontractor to the Contractor, understand and will comply with their duty to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing. Upon request of the Inspector General or any other authorized State official, the Contractor must provide any information the Inspector General deems relevant to the Contractor's integrity or responsibility. Such information may include, but will not be limited to, the Contractor's business or financial records, documents, or files of any type or form that refer to or relate to the Contract. The Contractor will retain such records for five years after the expiration of the Contract, or the period required by the General Records Schedules maintained by the Florida Department of State, at the Department of State's Records Management website, whichever is longer. The Contractor agrees to reimburse the State of Florida for the reasonable costs of investigation incurred by the Inspector General or other authorized State of Florida official for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the State of Florida which results in the suspension or debarment of the Contractor. Such costs will include, but will not be limited to: salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees.

5.7 Inspection.

Exhibit C

Special Contract Conditions

Section 215.422, F.S., provides that agencies have five (5) working days, unless the contract specifies otherwise, to inspect and approve commodities or contractual services. Items may be tested for compliance with specifications. Items delivered not conforming to specifications may be rejected and returned at the Contractor's expense. Interest penalties for late payment are also limited according to section 215.422, F.S.

SECTION 6. MISCELLANEOUS.

6.1 Subcontractors.

The Contractor will not subcontract any work under the Contract without prior written consent of the Department. The Contractor is fully responsible for satisfactory completion of all its subcontracted work. The Department supports diversity in its procurements and contracts, and requests that Contractor offer subcontracting opportunities to certified woman-, veteran-, and minority-owned small businesses. The Contractor may contact the OSD at osdhelp@dms.myflorida.com for information on certified small business enterprises available for subcontracting opportunities.

6.2 Assignment.

The Contractor will not sell, assign, or transfer any of its rights, duties, or obligations under the Contract without the prior written consent of the Department. However, the Contractor may waive its right to receive payment and assign same upon notice to the Department. In the event of any assignment, the Contractor remains responsible for performance of the Contract, unless such responsibility is expressly waived by the Department. The Department may assign the Contract with prior written notice to the Contractor.

6.3 Independent Contractor.

The Contractor and its employees, agents, representatives, and subcontractors are independent contractors and not employees or agents of the Department and are not entitled to State of Florida benefits. The Department will not be bound by any acts or conduct of the Contractor or its employees, agents, representatives, or subcontractors. The Contractor agrees to include this provision in all of its subcontracts under the Contract.

6.4 Risk of Loss.

Matters of inspection and acceptance are addressed in section 215.422, F.S. Until acceptance, risk of loss or damage will remain with the Contractor. The Contractor will be responsible for filing, processing, and collecting all damage claims. To assist the Contractor with damage claims, the Customer will: record any evidence of visible damage on all copies of the delivering carrier's Bill of Lading; report damages to the carrier and the Contractor; and provide the Contractor with a copy of the carrier's Bill of Lading and damage inspection report. When a Customer rejects a commodity, Contractor will remove the commodity from the premises within ten (10) calendar days after notification of rejection, and the risk of loss will remain with the Contractor.

Exhibit C

Special Contract Conditions

Commodities not removed by the Contractor within ten (10) calendar days will be deemed abandoned by the Contractor and the Customer will have the right to dispose of such commodities. Contractor will reimburse the Customer for costs and expenses incurred in storing or effecting removal or disposition of rejected commodities.

6.5 Safety Standards.

Performance of the Contract for all commodities or contractual services must comply with requirements of the Occupational Safety and Health Act and other applicable State of Florida and federal requirements.

6.6 Ombudsman.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this office are found in section 215.422, F.S., which include disseminating information relative to prompt payment and assisting contractors in receiving their payments in a timely manner from a Customer. The Vendor Ombudsman may be contacted at (850) 413-5516.

6.7 Time is of the Essence.

Time is of the essence regarding each and every obligation of the Contractor under the Contract. Each obligation is deemed material, and a breach of any such obligation (including a breach resulting from untimely performance) is a material breach.

6.8 Waiver.

The delay or failure by the Department or the Customer to exercise or enforce any rights under the Contract will not constitute waiver of such rights.

6.9 Modification and Severability.

The Contract may only be modified by written agreement between the Department and the Contractor. Should a court determine any provision of the Contract is invalid, the remaining provisions will not be affected, and the rights and obligations of the Parties will be construed and enforced as if the Contract did not contain the provision held invalid.

6.10 Cooperative Purchasing.

Agencies wishing to make purchases under this Contract are required to follow the requirements of section 287.042(16) or 287.057(3) (b), F.S., and rule 60A-1.045, F.A.C. These provisions require the Department to determine that the requesting agency's use of the Contract is cost-effective and in the best interest of the State.

Pursuant to their own governing laws, and subject to the agreement of the Contractor, government entities may make purchases under the terms and conditions contained herein, if agreed to by Contractor. Non-Customer purchases are independent of the Contract between the Department and the Contractor. The Department is not a party to any transaction between the Contractor and any purchaser.

SECTION 7. WORKERS' COMPENSATION AND GENERAL LIABILITY INSURANCE, AND INDEMNIFICATION

Exhibit C

Special Contract Conditions

7.1 Workers' Compensation Insurance.

To the extent required by law, the Contractor must be self-insured against, or must secure and maintain during the life of the contract, Worker's Compensation Insurance for all its employees connected with the work of this project, and in case any work is subcontracted, the Contractor must require the subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees unless such employees engaged in work under the resulting contract are covered by the Contractor's insurance program. Self-insurance or insurance coverage must comply with the Florida Worker's Compensation law. In the event hazardous work is being performed by the Contractor under the resulting contract and any class of employees performing the hazardous work is not protected under Worker's Compensation statutes, the Contractor must provide, and cause each subcontractor to provide adequate insurance satisfactory to the Department for the protection of employees not otherwise protected.

7.2 General Liability Insurance.

The Contractor must secure and maintain Commercial General Liability Insurance, including bodily injury, property damage, products, personal & advertising injury, and completed operations. This insurance must provide coverage for all claims that may arise from the services and/or operations completed under the Contract, whether such services or operations are by the Contractor or anyone directly or indirectly employed by them. Such insurance must include the State of Florida as an additional named insured for the entire length of the resulting contract. The Contractor is responsible for determining the minimum limits of liability necessary to provide reasonable financial protections to the Contractor and the State of Florida under the resulting contract.

All insurance policies must be with insurers licensed or eligible to transact business in the State of Florida. The Contractor must submit via email, to the Department's contract manager, insurance certificates evidencing such insurance coverage prior to execution of a contract with the Department and provide Department notice of any cancellation or nonrenewal at least ten (10) calendar days prior to cancellation or nonrenewal.

7.3 Indemnification.

To the extent permitted by Florida law, the Contractor agrees to indemnify, defend, and hold the Department, the Customer, and the State of Florida, its officers, employees, and agents harmless from all fines, claims, assessments, suits, judgments, or damages, including consequential, special, indirect, and punitive damages, including court costs and attorney's fees, arising from or relating to violation or infringement of a trademark, copyright, patent, trade secret, or intellectual property right or out of any acts, actions, breaches, neglect, or omissions of the Contractor, its employees, agents, subcontractors, assignees, or delegates related to the Contract, as well as for any determination arising out of or related to the Contract that the Contractor or Contractor's employees, agents, subcontractors, assignees, or delegates are not independent contractors in relation to the Department. The Contract does not constitute a waiver of sovereign immunity or consent by the Department or the State of Florida or its subdivisions to suit by third parties. Without limiting this indemnification, the Department or Customer may provide the Contractor (1) written notice of any action or threatened action, (2) the opportunity to take over and settle or defend any such action at Contractor's sole expense, and (3) assistance in defending the action at Contractor's sole expense.

Exhibit C

Special Contract Conditions

SECTION 8. PUBLIC RECORDS, TRADE SECRETS, DOCUMENT MANAGEMENT AND INTELLECTUAL PROPERTY.

8.1 Public Records.

The Department may unilaterally cancel this Contract for refusal by the Contractor to comply with this section by not allowing access to all public records, as defined in Chapter 119, Florida Statutes, made or received by the Contractor in conjunction with the Contract.

Pursuant to section 119.0701(2) (a), F.S., for contracts for services with a contractor acting on behalf of a public agency, as defined in section 119.011(2), F.S., the following applies:

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT THE TELEPHONE NUMBER, EMAIL ADDRESS AND MAILING ADDRESS PROVIDED IN THE RESULTING CONTRACT OR PURCHASE ORDER.

Pursuant to section 119.0701(2)(b), F.S., for contracts for services with a contractor acting on behalf of a public agency as defined in section 119.011(2), F.S., the Contractor shall:

- (a) Keep and maintain public records required by the public agency to perform the service.
- (b) Upon request from the public agency's custodian of public records, provide the public agency 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, F.S., or as otherwise provided by law.
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure are not disclosed except as authorized by law for the duration of the contract term and following the completion of the Contract if the contractor does not transfer the records to the public agency.
- (d) Upon completion of the Contract, transfer, at no cost, to the public agency all public records in possession of the Contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, 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 contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

Exhibit C

Special Contract Conditions

8.2 Protection of Trade Secrets or Confidential Information.

If the Contractor considers any portion of materials made or received in the course of performing the Contract ("contract-related materials") to be trade secret under section 688.002 or 812.081, F.S., or otherwise confidential under Florida or federal law, the Contractor must clearly designate that portion of the materials as trade secret or otherwise confidential when submitted to the Department. The Contractor will be responsible for responding to and resolving all claims for access to contract-related materials it has designated trade secret or otherwise confidential.

If the Department is served with a request for discovery of contract-related materials designated by the Contractor as trade secret or otherwise confidential, the Contractor will be responsible for filing the appropriate motion or objection in response to the request for discovery. The Department will provide materials designated trade secret or otherwise confidential if the Contractor fails to take appropriate and timely action to protect the materials designated as trade secret or otherwise confidential.

The Contractor will protect, defend, indemnify, and hold harmless the Department for claims, costs, fines, and attorney's fees arising from or relating to its designation of contract-related materials as trade secret or otherwise confidential.

8.3 Document Management.

The Contractor must retain sufficient documentation to substantiate claims for payment under the Contract and all other records, electronic files, papers and documents that were made in relation to this Contract. Contractor must retain all documents related to the Contract for five (5) years after expiration of the Contract, or, if longer, the period required by the General Records Schedules maintained by the Florida Department of State available at the Department of State's Records Management website.

8.4 Intellectual Property.

Unless specifically addressed in the Contract, intellectual property rights to all property created or otherwise developed by the Contractor for the Department or the Customer will be owned by the State of Florida at the completion of the Contract.

Any inventions or discoveries developed in the course of or as a result of services performed under the Contract which are patentable pursuant to 35 U.S.C. § 101 are the sole property of the State of Florida. Contractor must inform the Customer of any inventions or discoveries developed or made in connection with the Contract and will be referred to the Florida Department of State for a determination on whether patent protection will be sought for the invention or discovery. The State of Florida will be the sole owner of any and all patents resulting from any invention or discovery made in connection with this contract.

Contractor must notify the Department or State of Florida of any publications, artwork, or other copyrightable works developed in connection with the Contract. All copyrights created or developed in connection with the Contract are the sole property of the State of Florida.

SECTION 9. DATA SECURITY AND SERVICES.

Exhibit C

Special Contract Conditions

9.1 Duty to Provide Secure Data.

The Contractor will maintain the security of State of Florida data including, but not limited to, a secure area around any displayed visible data. The Contractor will also comply with all HIPAA requirements and any other state and federal rules and regulations regarding security of information.

9.2 Warranty of Security.

Unless otherwise agreed in writing, the Contractor and its subcontractors will not perform any of the services from outside of the United States, and the Contractor will not allow any State of Florida data to be sent by any medium, transmitted, or accessed outside of the United States.

The Contractor agrees that a violation of items listed above will result in immediate and irreparable harm to the Customer and will entitle the Customer to a credit as provided in the Contract documents. This credit is intended only to cover the Customer's internal staffing and administrative costs as well as the diminished value of services provided under the Contract and will not preclude the Customer from recovering other damages it may suffer as a result of such violation. For purposes of determining the damages due hereunder, a group of violations relating to a common set of operative facts (e.g., same location, same time period, same off-shore entity) will be treated as a single event. A violation of this provision will also entitle the Customer to recover any damages arising from a breach of this section and constitutes an event of default.

The Contractor must notify the Department and the Customer as soon as possible, in accordance with the requirements of section 501.171, F.S., if applicable, and in all events within one (1) business day in the event Contractor discovers any data is breached, any unauthorized access of data occurs (even by persons or companies with authorized access for other purposes), any unauthorized transmission of data occurs, or of any credible allegation or suspicion of a material violation of the above. This notification is required regardless of the number of persons or type of data affected. The notification must be clear and conspicuous and include a description of the following:

- (a) The incident in general terms.
- (b) The type of information that was subject to the unauthorized access and acquisition.
- (c) The type and number of entities who were, or potentially have been affected by the breach.
- (d) The actions taken by the Contractor to protect the data from further unauthorized access. However, the description of those actions in the written notice may be general so as not to further increase the risk or severity of the breach.

9.3 Remedial Measures.

Upon becoming aware of an alleged security breach, Contractor's Contract Manager must set up a conference call with the Department's and the Customer's Contract Manager. The conference call invitation must contain a brief description of the nature of the event. When possible, a thirty (30)-minute notice will be given to allow Department

Exhibit C

Special Contract Conditions

personnel to be available for the call. If the designated time is not practical for the Customer, an alternate time for the call will be scheduled. Contractor must share all available information on the call. The Contractor must answer all questions based on the information known at that time and answer additional questions as additional information becomes known. The Contractor must provide the Department and the Customer with final documentation of the incident including all actions that took place. If the Contractor becomes aware of a security breach or security incident outside of normal business hours, the Contractor must notify the Department's and the Customer's Contract Manager and in all events, within one business day.

9.4 Indemnification (Breach of Warranty of Security).

The Contractor agrees to defend, indemnify, and hold harmless the Department, the Customer, and the State of Florida, its officers, directors, and employees for any claims, suits, or proceedings related to a breach of the Warranty of Security. The Contractor will include credit monitoring services at its own cost for those individuals affected or potentially affected by a breach of this warranty for a two-year period of time following the breach.

9.5 Annual Certification.

The Contractor is required to submit an annual certification demonstrating compliance with the Warranty of Security to the Department by December 31 of each Contract year.

SECTION 10. GRATUITIES, LOBBYING, AND COMMUNICATIONS.

10.1 Gratuities.

The Contractor will not, in connection with this Contract, directly or indirectly (1) offer, give, or agree to give anything of value to anyone as consideration for any State of Florida officer or employee's decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty, or (2) offer, give, or agree to give to anyone anything of value for the benefit of, or at the direction or request of, any State of Florida officer or employee.

10.2 Lobbying.

In accordance with sections 11.062 and 216.347, F.S., Contract funds are not for the purpose of lobbying the Legislature, the judicial branch, or the Department. Pursuant to subsection 287.058(6), F.S., the Contract does not prohibit the Contractor from lobbying the executive or legislative branch concerning the scope of services, performance, term, or compensation regarding the Contract, after the Contract execution and during the Contract's term.

10.3 Communications.

Contractor shall not, without first notifying the Department's Contract Manager and securing the Department's prior written consent, make public statements which concern the Contract or its subject matter, disclose or permit disclosure of any data or information obtained or furnished in accordance with the Contract, or use any statement attributable to the Department or its employees. Public statements include press releases, publicity

Exhibit C

Special Contract Conditions

releases, promotions, marketing materials, corporate communications, or other similar communications. The Department's written consent shall not be construed to supersede or waive the Contract requirements imposed on the Contractor to maintain confidential information.

SECTION 11. CONTRACT MONITORING.

11.1 Performance Standards.

The Contractor agrees to perform all tasks and provide deliverables as set forth in the Contract. The Department and the Customer will be entitled at all times, upon request, to be advised as to the status of work being done by the Contractor and of the details thereof.

11.2 Performance Deficiencies and Financial Consequences of Non-Performance.

In addition to the processes set forth in the Contract (e.g., service level agreements), if the Department determines that there is a performance deficiency that requires correction by the Contractor, then the Department will notify the Contractor. The correction must be made within a time-frame specified by the Department. The Contractor must provide the Department with a corrective action plan describing how the Contractor will address all performance deficiencies identified by the Department.

If the corrective action plan is unacceptable to the Department, or implementation of the plan fails to remedy the performance deficiencies, the Department will retain ten percent (10%) of the total invoice amount. The retainage will be withheld until the Contractor resolves the performance deficiencies. If the performance deficiencies are resolved, the Contractor may invoice the Department for the retained amount. If the Contractor fails to resolve the performance deficiencies, the retained amount will be forfeited in order to compensate the Department for the performance deficiencies.

11.3 Liquidated Damages.

The Contractor will promptly notify the Department or the Customer upon becoming aware of any circumstances that may reasonably be expected to jeopardize the timely and successful completion (or delivery) of any commodity or contractual service. The Contractor will use commercially reasonable efforts to avoid or minimize any delays in performance and will inform the Department or the Customer of the steps the Contractor is taking or will take to do so, and the projected actual completion (or delivery) time. If the Contractor believes a delay in performance by the Department or the Customer has caused or will cause the Contractor to be unable to perform its obligations on time, the Contractor will promptly so notify the Department and use commercially reasonable efforts to perform its obligations on time notwithstanding the Department's delay.

The Contractor acknowledges that untimely performance or other material noncompliance will damage the Department, but by their nature such damages are difficult to ascertain. Accordingly, the liquidated damages provisions stated in the Contract documents will apply. Liquidated damages are not intended to be a penalty and are solely intended to compensate for damages.

11.4 Force Majeure, Notice of Delay, and No Damages for Delay.

Exhibit C

Special Contract Conditions

The Contractor will not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of the Contractor or its employees or agents contributed to the delay and the delay is due directly to fire, explosion, earthquake, windstorm, flood, radioactive or toxic chemical hazard, war, military hostilities, terrorism, civil emergency, embargo, riot, strike, violent civil unrest, or other similar cause wholly beyond the Contractor's reasonable control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to the Contractor. The foregoing does not excuse delay which could have been avoided if the Contractor implemented any risk mitigation required by the Contract. In case of any delay the Contractor believes is excusable, the Contractor will notify the Department in writing of the delay or potential delay and describe the cause of the delay either (1) within ten (10) calendar days after the cause that creates or will create the delay first arose, if the Contractor could reasonably foresee that a delay could occur as a result, or (2) if delay is not reasonably foreseeable, within five (5) calendar days after the date the Contractor first had reason to believe that a delay could result. The foregoing will constitute the Contractor's sole remedy or excuse with respect to delay. Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages will be asserted by the Contractor. The Contractor will not be entitled to an increase in the Contract price or payment of any kind from the Department for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist the Contractor will perform at no increased cost, unless the Department determines, in its sole discretion, that the delay will significantly impair the value of the Contract to the State of Florida or to Customers, in which case the Department may (1) accept allocated performance or deliveries from the Contractor, provided that the Contractor grants preferential treatment to Customers with respect to commodities or contractual services subjected to allocation, or (2) purchase from other sources (without recourse to and by the Contractor for the related costs and expenses) to replace all or part of the commodity or contractual services that are the subject of the delay, which purchases may be deducted from the Contract quantity, or (3) terminate the Contract in whole or in part.

SECTION 12. CONTRACT AUDITS.

12.1 Performance or Compliance Audits.

The Department may conduct or have conducted performance and/or compliance audits of the Contractor and subcontractors as determined by the Department. The Department may conduct an audit and review all the Contractor's and subcontractors' data and records that directly relate to the Contract. To the extent necessary to verify the Contractor's fees and claims for payment under the Contract, the Contractor's agreements or contracts with subcontractors, partners or agents of the Contractor, pertaining to this Contract, may be inspected by the Department upon fifteen (15) calendar days' notice, during normal working hours and in accordance with the Contractor's facility access procedures where facility access is required. Release statements from its subcontractors, partners or agents are not required for the Department or its designee to conduct compliance and performance audits on any of the

Exhibit C

Special Contract Conditions

Contractor's contracts relating to this Contract. The State of Florida's Chief Financial Officer and the Office of the Auditor General also have authority to perform audits and inspections.

12.2 Payment Audit.

Records of costs incurred under terms of the Contract will be maintained in accordance with section 8.3 of these Special Contract Conditions. Records of costs incurred will include the Contractor's general accounting records, together with supporting documents and records of the Contractor and all subcontractors performing work, and all other records of the Contractor and subcontractors considered necessary by the Department, State of Florida's Chief Financial Officer or the Office of the Auditor General.

SECTION 13. BACKGROUND SCREENING AND SECURITY.

13.1 Background Check.

The Department may require the Contractor and its employees, agents, representatives, and subcontractors to provide fingerprints and be subject to such background checks as directed by the Department. The cost of the background checks will be borne by the Contractor. The Department may require the Contractor to exclude the Contractor's employees, agents, representatives or subcontractors based on the background check results. In addition, the Contractor must ensure that all persons have a responsibility to self-report to the Contractor within three (3) calendar days any arrest for any disqualifying offense. The Contractor must notify the Contract Manager within twenty-four (24) hours of all details concerning any reported arrest. The Contractor will ensure that all background screening will be refreshed upon the request of the Department for each person during the term of the Contract.

13.2 E-Verify.

In accordance with Executive Order 11-116, the Contractor agrees to utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired during the term of the Contract for the services specified in the Contract. The Contractor must also include a requirement in subcontracts that the subcontractor must utilize the E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the Contract term. In order to implement this provision, the Contractor must provide a copy of its DHS Memorandum of Understanding (MOU) to the Contract Manager within five (5) calendar days of Contract execution. If the Contractor is not enrolled in DHS E-Verify System, it will do so within five (5) calendar days of notice of Contract award, and provide the Contract Manager a copy of its MOU within five (5) calendar days of Contract execution. The link to E-Verify is <https://www.uscis.gov/e-verify>. Upon each Contractor or subcontractor new hire, the Contractor must provide a statement within five (5) calendar days to the Contract Manager identifying the new hire with its E-Verify case number.

13.3 Disqualifying Offenses.

If at any time it is determined that a person has been found guilty of a misdemeanor or felony offense as a result of a trial or has entered a plea of guilty or nolo contendere, regardless of whether adjudication was withheld, within the last six (6) years from the date of the court's determination for the crimes listed below, or their equivalent in any

Exhibit C

Special Contract Conditions

jurisdiction, the Contractor is required to immediately remove that person from any position with access to State of Florida data or directly performing services under the Contract. The disqualifying offenses are as follows:

- (a) Computer related crimes
- (b) Information technology crimes;
- (c) Fraudulent practices;
- (d) False pretenses;
- (e) Frauds;
- (f) Credit card crimes;
- (g) Forgery;
- (h) Counterfeiting;
- (i) Violations involving checks or drafts;
- (j) Misuse of medical or personnel records; and
- (k) Felony theft.

13.4 Confidentiality.

The Contractor must maintain confidentiality of all confidential data, files, and records related to the services and/or commodities provided pursuant to the Contract and must comply with all state and federal laws, including, but not limited to sections 381.004, 384.29, 392.65, and 456.057, F.S. The Contractor's confidentiality procedures must be consistent with the most recent version of the Department security policies, protocols, and procedures. The Contractor must also comply with any applicable professional standards with respect to confidentiality of information.

SECTION 14. INFORMATION TECHNOLOGY.

The following applies to all contracts for information technology commodities and contractual services. "Information technology" is defined in section 287.012(15), F.S., to have the same meaning as provided in section 282.0041, F.S.

14.1 Limitation of Liability.

For all claims against the Contractor under any contract or purchase order, and regardless of the basis on which the claim is made, the Contractor's liability under a contract or purchase order for direct damages shall be limited to the greater of \$250,000, the dollar amount of the contract or purchase order, or two times the charges rendered by the

Exhibit C

Special Contract Conditions

Contractor under the purchase order. This limitation shall not apply to claims arising under the Indemnity paragraph contained in this agreement.

Unless otherwise specifically enumerated in the Contract or in the purchase order, no party shall be liable to another for special, indirect, punitive, or consequential damages, including lost data or records (unless the contract or purchase order requires the Contractor to backup data or records), even if the party has been advised that such damages are possible. No party shall be liable for lost profits, lost revenue, or lost institutional operating savings. The State and Department may, in addition to other remedies available to them at law or equity and upon notice to the Contractor, retain such monies from amounts due to the Contractor as may be necessary to satisfy any claim for damages, penalties, costs, and the like asserted by or against them. The State may set off any liability or other obligation of the Contractor or its affiliates to the State against any payments due to the Contractor under any contract with the State.

14.2 Information Technology Standards.

Pursuant to sections 282.0051 and 282.318, F.S., the Agency for State Technology (AST) is to establish standards for the implementation and management of information technology resources. Vendors agree to cooperate with the agency in furtherance of its efforts to comply with AST standards, established in Title 74, F.A.C., as applicable.



FLORIDA DEPARTMENT OF MANAGEMENT SERVICES

state purchasing

We serve those who serve Florida

Exhibit D

ADDENDUM NO. 1

Questions and Answers ITB Amendments

Contained herein are the answers to the questions submitted to the Department of Management Services (Department). The Department hereby amends ITB No. 16-15100000-W, as noted within this Addendum. In the event of a conflict between previously released information and the information contained herein, the information herein shall control. The information included in this addendum is now made part of this solicitation.

FAILURE TO FILE A PROTEST WITHIN THE TIME PRESCRIBED IN SECTION 120.57(3), FLORIDA STATUTES, OR FAILURE TO POST THE BOND OR OTHER SECURITY REQUIRED BY LAW WITHIN THE TIME ALLOWED FOR FILING A BOND SHALL CONSTITUTE A WAIVER OF PROCEEDINGS UNDER CHAPTER 120, FLORIDA STATUTES.

Any protest must be timely filed with the Department of Management Services' Agency Clerk.

Please Note: This Addendum No. 1 does not need to be returned with the response.

The Department has received the following questions from the vendor community through the MFMP Sourcing Tool and answers are provided in the following table:

#	QUESTION	ANSWER
1.	Could you please provide SOME idea of entities that use the contract, locations, tank sizes, ordering volume, etc?	The Department has not previously collected detailed sales information by tank size, volume, fuel type, or location, so we cannot provide detailed historic measures. However, the estimated annual spend can be located in section 1.1 of the ITB.
2.	How often are 500 gallon tank wagon deliveries needed versus 6000 gallon?	The requested information is not in the possession of the Department.
3.	Is freight priced separately or included in the bid differential?	Freight is priced separately. Please refer to Revised Attachment J, Instructions tab, which has been uploaded in MFMP Sourcing, for additional information.
4.	Similarly, what is the Delivery Charge (per gallon) and the Freight Charge (flat fee, not to exceed)? How do they differ? Is this a freight rate per location?	Freight Charge is the cost associated with the transportation of goods from one place to another. This can include, but is not limited to, packaging and insurance cost. Delivery Charge is what the Bidder is charging to deliver to the customer and may include, but is not limited to, handling and inside delivery. The freight rate is a not to exceed rate and is applicable to

		all locations within a given region, as identified in the Revised Attachment J.
5.	What is the Top Off charge? Is this a tank wagon delivery to a transport tank that is already full?	A Top Off charge is a not to exceed rate that the Bidder provides in Revised Attachment J. For the definition of Top Off, please refer to Attachment A, section B.
6.	Do we have to bid transport AND tank wagon?	No, please refer to Revised Attachment J, Instructions tab for this information.
7.	Is a punch-out catalog required? I noticed there is no fuel supplier listed on the punch-out catalog vendor list.	No, punch-out catalogs are optional. Please see the modification to Attachment A, section H, incorporated below.
8.	Must all fuel invoices go through the Ariba Network? There is no fuel vendor listed on the MFMP vendor list.	No. Please refer to Attachment A, section H of the ITB for additional information.
9.	What is the Transaction Fee? Is it .7 of one percent of the entire price of the invoice?	Currently the fee is .7% of the total contract sales per month. All payments issued by Customers to registered Vendors for purchases of commodities or contractual services will be assessed Transaction Fees as prescribed by Rule 60A-1.031, Florida Administrative Code, or as may otherwise be established by law.
10.	Who determines what the nearest terminal is to a delivery location to be able to use the correct DTN FastRack?	A successful Bidder shall choose the closest terminal in physical distance to the delivery location.
11.	Can you please provide a spreadsheet of all tanks with sizes, locations, annual usage, and average load?	Please refer to the answer to question 1.
12.	What are the payment terms?	Payment shall be made in accordance with sections 215.422 and 287.0585 of the Florida Statutes, which govern time limits for payment of invoices.
13.	When will the bid go from preview mode to open mode with the ability to join?	Please refer to Attachment D and the Timeline of Events in the ITB for this information.
14.	Can you please provide a list of all the tank physical addresses, tank sizes, average load size, and estimated annual usage along with product type?	Please refer to the answer to question 1.
15.	Can we use 10am OPIS report for Tampa and Port Everglades?	No. Please refer to section D in Attachment A, Scope of work.

16.	Is the discount sheet mandatory?	Revised Attachment J is a required document. Please refer to section 7 of the ITB.
17.	How do we submit the contract, online?	Please refer to Attachment D, Special Instructions to Bidders for instructions on uploading documents in MFMP Sourcing. If you need additional assistance with using MFMP Sourcing, please contact the MFMP Customer Service Desk at VendorHelp@myfloridamarketplace.com or (866) 352-3776.
18.	Can the freight increase based on the distance from the port?	Freight charge is a not to exceed flat rate. Please refer to Revised Attachment J for further instructions.
19.	What are State of Florida's payment terms. Are Net 10 payment terms acceptable?	It is unclear what "Net 10 payment terms" means. Please refer to the answer to question 12.
20.	Are the previous bids available to review?	Copies of the current contract/vendor agreements can be located at the following link .
21.	Please provide the estimated annual volumes for each product in the ITB. 1. How much Ultra Low Sulfur Diesel number 2 2. How much Ultra Low Sulfur Diesel Red Dye 3. How much Biodiesel blend 4. How much gasoline	Please refer to the answer to question 1.
22.	Please provide the following information per location and per fuel type: 1 - What volumes will be required per lift? 2 - What is the volume required for the life of the contract? 3 - Where is the fuel being delivered to? 4 - How frequent are the deliveries?	Please refer to the answer to question 1.
23.	When is the first board meeting after the opening?	The Department does not have board meetings, nor are there any meetings after the opening. Please refer to the Timeline of Events.
24.	Will decision be made before or at the board meeting?	Please refer to the answer to question 23.
25.	Attachment C – 3.7 – Transaction Fees... How much is the transaction fee? Does this need to be accounted for in the	Please refer to the answer to question 9. The fee cannot be billed as a separate line item on invoices.

	vendor pricing or can it be billed as a separate line item on invoices?	
26.	Please explain how the Delivery Charge and Freight charges are to be handled. With a bid submission by region, the actual delivery and freight rates can vary greatly depending on site distance from the terminals. Under the current contract, freight charges are passed directly to the customer.	Please refer to the answer to question 4.
27.	With the bid submission by region as opposed to by county, the freight/delivery rates can vary greatly, as can the markups depending on which terminal is closest to each county. Can the bid be changed to be done by county to allow more accurate individual pricing?	No, you must bid by region as provided in Revised Attachment J.
28.	If we are unable to do a Punch-Out Catalog, will we still be considered for an award?	Please refer to the answer to question 7.
29.	Main solicitation Page 7 of 17 lists Transport delivery as minimum of 8000 gallons of gas, 7200 gallons of diesel, and 7200 gallons as a gas/diesel split. Attachment 'A' page 6 of 10 lists normal deliveries as 6000-8500 for gas, 6000-7500 for diesel, and 7500 gallons for gas/diesel splits. Attachment 'J' lists 8000-7500 (should be 8500?) for gas, and 7200-7500 for diesels (more in line with solicitation page 7). Which is accurate?	Please refer to Revised Attachment J.
30.	The list of required documents on the main solicitation page 17 of 17 does not match what the online submission currently lists. Online also indicates Attachments F and K are also required, and Attachment I (if applicable) is required. Which is accurate for submission?	Please refer to the Revised Attachment E that has been uploaded in MFMP Sourcing.
31.	Do you consider common carriers as subcontractors? If so, how should we go about getting written approval from the State to use the various carriers throughout the state? Also, as we will not know which carrier's we will need until we know specific site information, will we have ample notification of sites to allow time to get the state's approval?	Yes, however the Department does not require written approval when using common carriers to deliver the commodities associated with this ITB.
32.	Could you provide physical addresses for delivery locations?	Please refer to the answer to question 2.
33.	Could you provide volume by product per delivery locations?	Please refer to the answer to question 2.
34.	What are the average load sizes per location?	Please refer to the answer to question 2.

35.	What is the volume of each product?	Please refer to the answer to question 1.
36.	Is the Fuel Surcharge supposed to be included in the Freight Rate?	All allowable charges are shown in Revised Attachment J.
37.	What is the fee for the MFMP Transaction fees? Is it a per gallon rate, or %? Please provide number.	Please refer to Question 9.
38.	What are the sizes of tanks at size?	Please refer to the answer to question 2.
39.	Are tanks above or underground?	Please refer to the answer to question 2.
40.	Will any sites have special instructions for deliveries?	Please refer to the answer to question 2.
41.	Is the FSC to be included in the freight rate?	The question is unclear.
42.	When is actual bid due, I notice on the site it stated time remaining in preview 12 days?	Please refer to the Solicitation's Timeline of Events.

The following requirements supplement or replace those found in the ITB. The variations between the new and the old requirements are highlighted in yellow.

1. Section H of Attachment A, Scope of work, is hereby replaced in its entirety as follows:

H. Punch-out Catalog and Electronic Invoicing

The Contractor ~~will be required to~~ **may** provide an MFMP punch-out catalog. The punch-out catalog provides an alternative mechanism for suppliers to offer the State of Florida access to products awarded under the Contract. The punch-out catalog also allows for direct communication between the MFMP eProcurement System and a supplier's Enterprise Resource Planning (ERP) system, which can reflect real-time product inventory/availability information.

Through utilization of the punch-out catalog model, a Florida buyer will "punch out" to a supplier's website. Using the search tools on the supplier's Florida punch-out catalog site, the user selects the desired products and services. When complete, the user exits the supplier's punch-out catalog site and the shopping cart (full of products and services) is "brought back" to MFMP. No orders are sent to a supplier when the user exits the supplier's punch-out catalog site. Instead, the chosen products and services are "brought back" to MFMP as Contract line items. The user can then proceed through the normal workflow steps, which may include adding/editing the products to a requisition or a purchase order. An order is not submitted to a supplier until the buyer actually adds the line items to a requisition and the purchase order is approved and sent to the supplier. At the State's option, the Contractor holds the option to invoice electronically pursuant to guidelines of the Department of Management Services. Electronic invoices will be submitted to the agency through the Ariba Network (AN) in one of three mechanisms as listed below. The Contractors may select the method that best meets their capabilities from the following list:

- cXML (commerce eXtensible Markup Language)
- This standard establishes the data contents required for invoicing via cXML within the context of an electronic environment. This transaction set can be used for invoicing via the Ariba Network (AN) for catalog and non-catalog products and services. The cXML format is the Ariba preferred method for eInvoicing.
- EDI (Electronic Data Interchange)
- This standard establishes the data contents of the Invoice Transaction Set (810) for use within the context of an Electronic Data Interchange (EDI) environment. This transaction set can be used for invoicing via the AN, for catalog and non-catalog products and services.
- PO Flip via AN
- The online process allows suppliers to submit invoices via the AN, for catalog and non-catalog products and services. Suppliers have the ability to create an invoice directly from their Inbox in their AN account by simply "flipping" the PO into an invoice. This option does not require any special software or technical capabilities.

For the purposes of this section, the Contractor warrants and represents that it is authorized and empowered to and hereby grants the State and the third-party provider of MFMP, a State Contractor, the right and license to use, reproduce, transmit, distribute, and publicly display within the system the information outlined above. In addition, the Contractor warrants and represents that it is authorized and empowered to and hereby grants the State and the third-party provider the right and license to reproduce and display within the system the Contractor's trademarks, system marks, logos, trade dress, or other branding designation that identifies the products made available by the Contractor under the Contract.

The Contractor will work with the MFMP management team to obtain specific requirements for the punch-out catalog and electronic invoicing.



FLORIDA DEPARTMENT OF MANAGEMENT SERVICES

state purchasing

We serve those who serve Florida

Exhibit E

The State of Florida

Department of Management Services

Invitation to Bid (ITB) No: 16-15100000-W

Bulk Fuel, Gasoline, and Diesel

Stephanie Wyland, Procurement Officer

4050 Esplanade Way, Suite 360

Tallahassee, FL 32399

850-488-1985

Stephanie.Wyland@dms.myflorida.com

Failure to file a protest within the time prescribed in section 120.57(3), Florida Statutes (F.S.), or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under chapter 120, F.S. Any protest must be timely filed with the Department of Management Services' Agency Clerk listed at:

http://www.dms.myflorida.com/agency_administration/general_counsel

TABLE OF CONTENTS

Timeline of Events	4
1 INTRODUCTION	5
1.1 Objective	5
1.2 Term	5
1.3 Renewal Term	5
2 ITB OVERVIEW.....	5
2.1 Definitions.....	5
2.2 Procurement Officer	7
2.3 Limitation on Contact with Government Personnel (subsection 287.057(23), F.S.) .	7
2.4 Must, Shall, Will, and Is Required.....	7
2.5 Registration with the Florida Department of State.....	8
2.6 Florida Substitute Form W-9.....	8
2.7 Special Accommodations	8
2.8 Lobbying Disclosure	8
2.9 Permits.....	8
2.10 Federal and State Standards	8
2.11 Order of Precedence for Solicitation.....	8
3 ITB BIDDING PROCESS.....	9
3.1 False or Erroneous Information	9
3.2 Commitment to Diversity in Government Contracting.....	9
3.3 Question Submission.....	9
3.4 Addenda to the ITB.....	10
3.5 Protest of Terms, Conditions, and Specifications.....	10

3.6	Public Opening	10
3.7	Electronic Posting of Notice of Intended Award	10
3.8	Protest of Notice of Intended Decision	11
3.9	Firm Response	11
3.10	Modification or Withdrawal of Bid	11
3.11	Cost of Response Preparation and Independent Preparation.....	11
3.12	Contract Formation	11
4	HOW TO BID ON THE ITB	12
4.1	General Instructions.....	12
4.2	How to Submit a Bid.....	13
5	PRIOR TO AWARD	14
5.1	Rejection of Bids	14
5.2	Minor Irregularities/Right to Reject	14
5.3	Redacted Submissions	14
5.4	Additional Information	15
5.5	Bid Disqualification.....	15
6	BASIS OF AWARD	15
7	ITB ATTACHMENTS	17

Timeline of Events

The table below contains the timeline of events for this solicitation. It is the responsibility of the Bidder to check for any changes. The dates and times within the Timeline of Events may be subject to change. All changes to the Timeline of Events will occur through an addendum to the solicitation and will be noticed on the [Vendor Bid System \(VBS\)](#).

Bidders shall not rely on the MyFloridaMarketPlace sourcing time clock. It is not the official submission date and time deadline. The official solicitation closing time and deadlines are reflected in the Timeline of Events listed below.

Event	Time (ET)	Date
ITB posted on the Vendor Bid System (VBS) and posted in MFMP Sourcing		April 2, 2019
Deadline to submit questions within MFMP Sourcing Messaging Tab	10:00 A.M.	April 18, 2019
Anticipated posting of answers to Bidders' questions to the solicitation		April 30, 2019
Deadline to submit bids and all required documentation	10:00 A.M.	May 14, 2019
Public Opening 4050 Esplanade Way, Conference Room 101 Tallahassee, FL 32399	10:01 A.M.	May 14, 2019
Anticipated Notice of Intended Award		May 28, 2019
Anticipated Contract start date		July 1, 2019

1 INTRODUCTION

1.1 Objective

The State of Florida Department of Management Services' Division of State Purchasing (Department) is issuing this Invitation to Bid (ITB) to establish a state term contract for Bulk Fuel, Gasoline, and Diesel. The solicitation will be administered using MFMP Sourcing.

The current Bulk Fuel, Gasoline, and Diesel contract has approximately \$12 million in spend annually. State agencies account for 48% of the total annual spend. The historical spend is for informational purposes only and should not be construed as representing actual, guaranteed, or minimum spend under a new contract.

The Department intends to make regional awards with up to five Contractors per region. However, the Department reserves the right to award to one or multiple bidders, statewide or by counties, or to make no award, as determined to be in the best interest of the State.

1.2 Term

The initial term of the contract resulting from this solicitation will be for three years.

1.3 Renewal Term

Upon written agreement, the contract may be renewed in whole or in part for a period that will not exceed the term of the initial contract at the renewal pricing specified in the initial contract. Any renewal is contingent upon the satisfactory performance of the Vendor and subject to the availability of funds.

2 ITB OVERVIEW

2.1 Definitions

Definitions contained in section 287.012, F.S., Rule 60A-1.001, Florida Administrative Code (F.A.C.), Special Contract Conditions and the PUR 1001 form are incorporated by reference. In the event of a conflict, the definitions listed in this section supersede the incorporated definitions. All definitions apply in both their singular and plural sense.

Bidder or "Respondent" - A Vendor who submits a response to this ITB.

Biodiesel Blend - An alternative fuel consisting of Diesel Fuel, Grade No. 2-D Ultra Low Sulfur and a requested blend of soybean oil.

BQ-9000® - A cooperative and voluntary program for the accreditation of producers and marketers of biodiesel fuel created by the National Biodiesel Accreditation Program.

Business Day - Each day Monday through Friday from 8:00 a.m. to 5:00 p.m. Eastern Time (ET) during which the State and its agencies are open for business.

Commodity - A product. The terms products and commodities may be used interchangeably throughout this ITB.

Commodity Code - The State of Florida numeric code for classifying commodities and contractual services that meet specific requirements, specifications, terms, and conditions herein. Florida has adopted the United Nations Standard Products and Services Code (UNSPSC) for classifying commodities and services.

Confidential Information - Any portion of a company's documents, data, or records relating to its bid that a Vendor claims is confidential and not subject to disclosure pursuant to Chapter 119, F.S., the Florida Constitution, or other applicable authority, and that is clearly marked "Confidential".

Contract - The written agreement resulting from this ITB.

Contractor - The business entity that is awarded a Contract resulting from this ITB. The terms Vendor, Successful Bidder or Awarded Vendor may be used interchangeably throughout this ITB.

Customer - An ordering entity including state agencies and eligible users.

Dealer or Certified Representative - A representative authorized to market, sell, and service specific commodities such as gasoline and diesel.

Department - The Florida Department of Management Services.

DTN FastRacks Average - The fuel pricing service provided by the Data Transmission Network, an industry benchmark for pricing fuel and other commodities.

Eligible User (EU) - A governmental entity defined in Rule 60A-1.001, F.A.C.

Fuel - Any Fuel product obtained through this Contract. Fuel product shall include unleaded E10 gasoline, Ultra Low Sulfur no. 2 diesel, Ultra Low Sulfur no. 2 off road, dyed diesel and biodiesel to be delivered to State and Customer facilities.

Markup - The Contractor's price to cover all costs associated with providing Fuel to Customer facilities. Markups may differ based on where the Fuel is obtained according to the Fuel terminals and actual type of Fuel ordered. Markup for Fuel shall be on a price per gallon basis. Markup may be expressed as a negative number if the Contractor is offering a discount off the DTN FastRacks Average Price. The Contractor shall assess no other fees associated with the delivery of Fuel except as detailed in the Scope of Work (Attachment A).

Non-Transport Delivery - A delivery by tank wagon or other means with a minimum delivery of 500 gallons and a maximum delivery of 7,999 gallons for gasoline, 7,199 gallons for diesel, and 7,199 gallons for a combination load of gasoline and diesel.

Purchase - A transaction that results in the Customer obtaining ownership of a commodity.

Responsible vendor - A vendor who has the capability in all respects to fully perform the Contract requirements and the integrity and reliability that will assure good faith performance. (Subsection 287.012(25), F.S.)

Responsive bid - A bid submitted by a responsive and responsible vendor that conforms in all material respects to the solicitation. (Subsection 287.012(26), F.S.)

State - The State of Florida.

Tank Wagon - A delivery by a tank wagon or other means with a minimum delivery of 500 gallons.

Transport Delivery - A delivery by a transport truck with a minimum delivery of 8,000 gallons for gasoline, 7,200 gallons for diesel, and 7,200 gallons for a combination load of gasoline and diesel.

United Nations Standard Products and Services Code (UNSPSC) - A commodity code list used by the State.

Vendor Bid System (VBS) - The State of Florida bidding system. (Subparagraph 287.042(3)(b)2., F.S.)

Vendor - An entity that is in the business of providing a commodity or service similar to those within the solicitation.

2.2 Procurement Officer

The Procurement Officer is the sole point of contact from the date of release of this ITB until 72 hours after the intent to award is posted.

The Procurement Officer for this ITB is:
Stephanie Wyland, Associate Category Manager
Division of State Purchasing
Florida Department of Management Services
4050 Esplanade Way, Suite 360, Tallahassee, FL 32399-0950
Phone: (850) 488-1985
Email: Stephanie.Wyland@dms.myflorida.com

****ALL EMAILS TO THE PROCUREMENT OFFICER SHOULD CONTAIN THE SOLICITATION NUMBER IN THE SUBJECT LINE OF THE EMAIL****

2.3 Limitation on Contact with Government Personnel (subsection 287.057(23), F.S.)

Between the release of this solicitation and the end of the 72-hour period following the Department posting the Notice of Intended Award, excluding Saturdays, Sundays, and State holidays (section 110.117, F.S.), Bidders to this solicitation or persons acting on their behalf may not contact any employee or officer of the executive or legislative branch concerning any aspect of this solicitation, except in writing to the Procurement Officer or as provided in the solicitation documents. Violation of this provision may be grounds for rejecting a response.

2.4 Must, Shall, Will, and Is Required

Although this solicitation uses terms such as "must," "shall," "will," and "is required," and may define certain items as requirements, the Department reserves the right, in its discretion, to waive any minor irregularity, technicality, or omission if the Department determines that it is in the best interest of the State to do so. However, failure to provide requested information may result in the rejection of a bid. There is no guarantee that the Department will waive an omission or deviation, or that any Vendor with a bid containing a deviation or omission will be considered for award of this procurement. The Department may reject any bid not submitted in the manner specified by this solicitation. The words "should" or "may" in this solicitation indicate desirable attributes or conditions but are permissive in nature.

2.5 Registration with the Florida Department of State

If awarded a Contract, the Bidder shall provide a PDF file of its current and active registration with the Department of State prior to contract execution. NOTE: Pursuant to section 607.1501, F.S., out-of-state corporations where required, must obtain a Florida Certificate of Authorization pursuant to section 607.1503, F.S., from the Florida Department of State, Division of Corporations, to transact business in the State of Florida. Website: www.sunbiz.org.

2.6 Florida Substitute Form W-9

All vendors must register and complete an electronic Florida Substitute Form W-9 prior to execution of a Contract. The Internal Revenue Service (IRS) receives and validates the information vendors provide on the Florida Substitute Form W-9. For instructions on how to complete the Florida Substitute Form W-9, please visit: <https://flvendor.myfloridacfo.com/>.

2.7 Special Accommodations

Any person requiring a special accommodation due to a disability should contact the Department's Americans with Disabilities Act (ADA) Coordinator at (850) 922-7535 at least five business days prior to the scheduled event. If you are hearing or speech impaired, please contact the ADA Coordinator by using the Florida Relay Service at (800) 955-8771 (TDD). The telephone numbers are supplied for notice purposes only.

2.8 Lobbying Disclosure

The successful Bidder shall comply with applicable federal requirements for the disclosure of information regarding lobbying activities of the successful Bidder, subcontractors or any authorized agent. Certification forms shall be filed by the successful Bidder and all subcontractors, certifying that no federal funds have been or shall be used in federal lobbying activities and the disclosure forms shall be used by the successful Bidder and all subcontractors to disclose lobbying activities. The successful Bidder shall comply with the provisions of section 216.347, F.S., which prohibits the expenditure of contract funds for the purpose of lobbying the Legislature or a state agency.

2.9 Permits

The Customer will be responsible for all facility-required permits pertaining to Fuel storage, maintenance, and handling in accordance with all local, state and federal laws. The Contractor and Customer may work together to create a maintenance program for the fuel tanks.

2.10 Federal and State Standards

All specifications shall be in full and complete compliance with all Federal and State of Florida laws and regulations applicable to the type and class of Commodity being provided. This includes, but is not limited to, Federal Motor Equipment Safety Standards ("FMVSS"), Occupational Safety and Health Administration ("OSHA"), Environmental Protection Agency ("EPA") Standards, and State of Florida requirements that apply to the type and class of Commodity being provided. In addition, any Federal or State legislation that should become effective during the term of the Contract, including any renewals, regarding equipment safety or emissions shall immediately become a requirement of the Contract. The Contractor must meet or exceed any such requirements of the laws and regulations. If an apparent conflict exists, the Contractor must contact the Contract Manager immediately. Delivery of non-conforming product shall be cause for Contract termination and possible Contractor suspension.

2.11 Order of Precedence for Solicitation

In the event of a conflict, the conflict will be resolved in the following order of precedence (highest to lowest):

- a) Addenda to Solicitation, if issued (in reverse order of issuance)
- b) Attachment A: Scope of Work
- c) Attachment C: Special Contract Conditions
- d) This ITB and other Attachments

3 ITB BIDDING PROCESS

The ITB is a method of competitively soliciting a commodity or contractual service pursuant to paragraph 287.057(1)(a), F.S. The Department posts an ITB on the VBS to initiate the process and posts the ITB in MFMP Sourcing.

Bidders must submit questions in writing to the Procurement Officer via the Messages tab in MFMP Sourcing by the date listed in the Timeline of Events. Bids must be submitted in MFMP Sourcing by the deadline listed in the Timeline of Events. The Department will open the bids in a public meeting. Once the Department has verified the bids, the Department will post an agency decision in accordance with the Basis of Award section on the VBS.

3.1 False or Erroneous Information

The Department will evaluate responses from Responsive and Responsible Vendors. A Respondent who fails to provide the requested information or clarification or submits false or erroneous information may be deemed non-responsive and not awarded a contract. If the Respondent's response is found to contain false or erroneous information after contract award, the Contract may be terminated, and the Department may pursue any other legal action punishable by law.

3.2 Commitment to Diversity in Government Contracting

The State of Florida is committed to supporting its diverse business industry and population through ensuring participation by woman-, veteran-, and minority-owned small businesses enterprises in the economic life of the state. The State of Florida Mentor Protégé Program connects certified business enterprises with private corporations for business development mentoring. The Department strongly encourages firms doing business with the State of Florida to consider participating in this initiative. More information on the Mentor Protégé Program may be obtained by contacting the Office of Supplier Diversity at (850) 487-0915 or osdinfo@dms.myflorida.com.

The Department supports diversity in its procurement program and requests that all subcontracting opportunities afforded by this solicitation enthusiastically embrace diversity. The award of subcontracts should reflect the vast array of citizens in the State of Florida. The Bidder can contact the Office of Supplier Diversity at (850) 487-0915 for information on certified business enterprises that may be considered for subcontracting opportunities.

3.3 Question Submission

The Department invites interested and registered Vendors to submit questions regarding the solicitation. Vendors who have 'Joined' the MFMP Sourcing event are able to submit questions using the MFMP Sourcing 'Messages' tab (referred to as the "Q&A Board" in PUR 1001). Questions can be submitted in MFMP Sourcing until the Question Submission Deadline listed in the Timeline of Events.

The following quoted text replaces Paragraph 5 of PUR 1001:

"Questions must be submitted via the Q&A Board within MFMP Sourcing and must be RECEIVED NO LATER THAN the time and date reflected on the Timeline of Events. Questions

shall be answered in accordance with the Timeline of Events. All questions submitted shall be published and answered in a manner that all proposers will be able to view. Proposers shall not contact any other employee of the Buyer or the State for information with respect to this solicitation. Each respondent is responsible for monitoring the Vendor Bid System for new or changing information. The Buyer shall not be bound by any verbal information or by any written information that is not contained in the solicitation documents or formally noticed and issued by the Buyer's contracting personnel. Questions to the Procurement Officer or to any Buyer personnel shall not constitute formal protest of the specifications or of the solicitation, a process addressed in paragraph 20 of these Instructions."

Bidders are strongly encouraged to raise any questions or concerns regarding this ITB, including the proposed Contract terms and conditions, during the open question period.

3.4 Addenda to the ITB

The Department reserves the right to modify this solicitation by addenda. Addenda may modify any aspect of this solicitation. Any addenda issued will be posted on the VBS. It is the Bidder's responsibility to check for any changes to a solicitation prior to submitting a bid.

3.5 Protest of Terms, Conditions, and Specifications

With respect to a protest of the terms, conditions and specifications contained in this solicitation, including any provisions governing the methods for scoring responses, awarding contracts, or modifying or amending any contract, a notice of protest shall be filed in writing with the Agency Clerk, Department of Management Services, 4050 Esplanade Way, Tallahassee, FL 32399-0950, within 72 hours after the posting of the solicitation. For purposes of this provision, the term "the solicitation" includes this solicitation document, any addendum, response to written questions, clarification or other document concerning the terms, conditions, and specifications of the solicitation.

Failure to file a protest within the time prescribed in subsection 120.57(3), F.S., or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under Chapter 120, F.S. When protesting a decision or intended decision (including a protest of the terms, conditions, and specifications of the solicitation), the protestor must post a bond with the formal protest that is equal to one percent of the Department's estimated contract amount. The estimated contract amount is not subject to protest.

3.6 Public Opening

Bids will be opened on the date and at the location indicated in the Timeline of Events. Bidders are not required to attend. The Department generally does not announce prices or release other materials at this public meeting, pursuant to paragraph 119.071(1)(b), F.S.

3.7 Electronic Posting of Notice of Intended Award

The Department shall electronically post a Notice of Intended Award on the VBS for review by interested parties at the time and location specified in the Timeline of Events. The Notice of Intended Award shall remain posted for a period of 72 hours, not including weekends or State observed holidays. If the Notice of Intended Award is delayed, in lieu of posting the Notice of Intended Award the Department may post a notice of delay and a revised date for posting the Notice of Intended Award.

3.8 Protest of Notice of Intended Decision

Anyone desiring to protest the Notice of Intended Award shall file any notice of protest and any subsequent formal written protest with the Agency Clerk, Department of Management Services, 4050 Esplanade Way, Tallahassee, FL 32399-0950, within the time prescribed in subsection 120.57(3) F.S., and Chapter 28-110, Florida Administrative Code. The Procurement Officer should be copied on such filings.

When protesting a decision or intended decision (including a protest of the terms, conditions and specifications of the solicitation), the protestor must post a bond with the formal protest that is equal to one percent of the Department's estimated contract amount. The estimated contract amount is not subject to protest.

Failure to file a protest within the time prescribed in subsection 120.57(3), F.S., or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under Chapter 120, F.S.

3.9 Firm Response

The Department intends to award a contract within sixty days after the date of the bid opening, during which period bids shall remain firm and shall not be withdrawn. If an award is not made within sixty days, all bid responses shall remain firm until either the Department awards the Contract, or the Department receives from the Bidder written notice that the response is withdrawn. Bid responses that express a shorter duration may, in the Department's sole discretion, be accepted or rejected.

3.10 Modification or Withdrawal of Bid

Bidders are responsible for the content and accuracy of their bid. Bidders may modify or withdraw their bid at any time prior to the bid due date in accordance with the Timeline of Events.

3.11 Cost of Response Preparation and Independent Preparation

The costs related to the development and submission of a response to this ITB is the full responsibility of the Bidder and are not chargeable to the Department. A Bidder shall not, directly or indirectly, collude, consult, communicate or agree with any other Vendor or Bidder as to any matter related to the response each is submitting. Additionally, a Bidder shall not induce any other Bidder to modify, withdraw, submit or not submit a response.

3.12 Contract Formation

The Department may issue a Notice of Intended Award to successful Bidder(s). However, no contract shall be formed between a Bidder and the Department until the Department signs the contract. The Department shall not be liable for any work performed before the contract is effective.

The Department intends to enter into a contract(s) with Bidder(s) pursuant to the Basis of Award section of this solicitation. No additional documents submitted by a Bidder shall be incorporated in the contract unless it is specifically identified, incorporated by reference, and approved by the Department. If any additional documents are submitted by the Bidder, the additional documents will not be considered for the Basis of Award.

4 HOW TO BID ON THE ITB

This section contains instructions to Bidders on how to submit a bid.

4.1 General Instructions

PUR 1001, the General Instructions to Bidders, is incorporated by reference and provided via the link below:

<http://www.dms.myflorida.com/content/download/2934/11780/1001.pdf>

In the event any conflict exists between Attachment D – Special Instructions to Bidders and these General Instructions to Bidders, the Attachment D, Special Instructions shall prevail.

The following section of the PUR 1001 (General Instructions) is modified as follows:

9. In submitting a response, each respondent understands, represents, and acknowledges the following.

- * The respondent is not currently under suspension or debarment by the State or any other governmental authority.

- * To the best of the knowledge of the person signing the response, the Respondent, its affiliates, subsidiaries, directors, officers, and employees are not currently under investigation by any governmental authority and have not in the last 10 years been convicted or found liable for any act prohibited by law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract.

- * Respondent currently has no delinquent obligations to the State, including a claim by the State for liquidated damages under any other contract.

- * The submission is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive response.

- * The prices and amounts have been arrived at independently and without consultation, communication, or agreement with any other respondent or potential respondent; neither the prices nor amounts, actual or approximate, have been disclosed to any respondent or potential respondent, and they will not be disclosed before the solicitation opening.

- * The respondent has fully informed the Department in writing of all convictions of the firm, its affiliates (as defined in paragraph 287.133(1)(a), F.S.), and all directors, officers, and employees of the firm and its affiliates for violation of state or federal antitrust laws with respect to a public contract for violation of any state or federal law involving fraud, bribery, collusion, conspiracy or material misrepresentation with respect to a public contract. This includes disclosure of the names of current employees who were convicted of contract crimes while in the employ of another company.

- * Neither the Respondent nor any person associated with it in the capacity of owner, partner, director, officer, principal, investigator, project director, manager, auditor, or position involving the administration of federal funds:

- Has within the preceding three years been convicted of or had a civil judgment rendered against them or is presently indicted for or otherwise criminally or civilly charged for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state, or local government transaction or public contract; violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; or
- Has within a three-year period preceding this certification had one or more federal, state, or local government contracts terminated for cause or default.

* The product offered by the Respondent will conform to the specifications without exception.

* The Respondent has read and understands the Contract terms and conditions, and the submission is made in conformance with those terms and conditions.

* If an award is made to the Respondent, the Respondent agrees that it intends to be legally bound to the Contract that is formed with the State.

* The Respondent has made a diligent inquiry of its employees and agents responsible for preparing, approving, or submitting the response, and has been advised by each of them that he or she has not participated in any communication, consultation, discussion, agreement, collusion, act or other conduct inconsistent with any of the statements and representations made in the response.

* The Respondent shall indemnify, defend, and hold harmless the Department and its employees against any cost, damage, or expense which may be incurred or be caused by any error in the respondent's preparation of its bid.

* All information provided by, and representations made by, the Respondent are material and important and will be relied upon by the Department in awarding the Contract. Any misstatement shall be treated as fraudulent concealment from the Department of the true facts relating to submission of the bid. A misrepresentation shall be punishable under law, including, but not limited to, Chapter 817, F.S.

4.2 How to Submit a Bid

Bidders will submit their bids electronically via MFMP Sourcing. Bidders shall enter all required attachments and documents electronically in MFMP Sourcing during this solicitation as indicated. The Department will only evaluate bids submitted using MFMP Sourcing.

Mass produced general information/promotional material about the Bidder that is prepared/printed for general distribution is not permitted. The emphasis of each bid shall be on completeness and clarity of content, prepared simply and economically, providing a straightforward, concise delineation of the Bidder's capabilities to satisfy the requirements of this solicitation.

By submitting a bid to this solicitation, the Bidder agrees to and waives any objections to requirements contained in the solicitation. By submitting a bid, the Bidder certifies that it agrees to and satisfies all requirements specified in this solicitation.

Respondents must upload an electronic copy of all required documentation in the MFMP Sourcing application. The following conditions apply:

- In the case where the Department provides an attachment that is able to be filled in, Respondents are to download the attachment, fill it out, and then attach the filled in copy in the link provided.
- In the case of original or signed documentation, Respondents may attach scanned copies of original documents which have been filled in and signed by an individual authorized to respond on the Bidder's behalf.
- In the case where multiple original or signed items are requested as part of a single requirement, please combine multiple scanned items into a single PDF attachment. Each link in MFMP will only accept a single attachment.
- MFMP accepts files up to 20 megabytes (MB) in size.

Submit all required attachments and documentation in MFMP Sourcing in accordance with the applicable instructions. Failure to submit all of the required attachments and documentation in MFMP Sourcing may result in a determination of Bidder non-responsiveness. Bidders are responsible for submitting their bids in MFMP Sourcing by the date and time specified in the Timeline of Events of this solicitation. The Department will not consider late bids.

Attachments submitted in MFMP Sourcing should be named similarly to the following file naming conventions:

Example:

JohnDoeLLC_Attachment_E.pdf

JohnDoeLLC_AttachmentJMarkupSheet.xlsx (Excel)

5 PRIOR TO AWARD

5.1 Rejection of Bids

Bids that do not meet all requirements, specifications, terms, and conditions of the solicitation or fail to provide all required information, documents, or materials may be rejected as non-responsive. Bidders whose bids, references, or current status does not reflect the capability, integrity, or reliability to fully and in good faith perform the requirements of a contract may be rejected as not responsible. The Department reserves the right to determine which bids meet the requirements of this solicitation, and which Bidders are responsive and responsible.

5.2 Minor Irregularities/Right to Reject

The Department reserves the right to accept or reject any or all bids, or separable portions thereof, and to waive any minor irregularity, technicality, or omission if the Department determines that doing so shall serve the Department's best interests. The Department may reject any response not submitted in the manner specified by the solicitation documents.

5.3 Redacted Submissions

The following section supplements section 19 of the PUR 1001. If Bidder considers any portion of the documents, data or records submitted in response to this solicitation to be confidential, proprietary, trade secret or otherwise not subject to disclosure pursuant to Chapter 119, F.S., the Florida Constitution or other authority, Bidder must mark the document as "Confidential" and simultaneously provide the Department with a separate redacted copy of its response and briefly describe in writing the grounds for claiming exemption from the public records law,

including the specific statutory citation for such exemption. This redacted copy shall contain the Department's solicitation name, number, and the Bidder's name on the cover, and shall be clearly titled "Redacted Copy." The Redacted Copy should only redact those portions of material that the Bidder claims is confidential, proprietary, trade secret or otherwise not subject to disclosure.

In the event of a request for public records pursuant to Chapter 119, F.S., the Florida Constitution or other authority, to which documents that are marked as confidential are responsive, the Department will provide the Redacted Copy to the requestor. If a requestor asserts a right to the Confidential Information, the Department will notify the Bidder such an assertion has been made. It is the Bidder's responsibility to assert that the information in question is exempt from disclosure under Chapter 119, F.S., or other applicable law. If the Department becomes subject to a demand for discovery or disclosure of the Confidential Information of the Bidder in a legal proceeding, the Department shall give the Bidder prompt notice of the demand prior to releasing the information (unless otherwise prohibited by applicable law). The Bidder shall be responsible for defending its determination that the redacted portions of its response are confidential, proprietary, trade secret, or otherwise not subject to disclosure.

By submitting a bid, the Bidder agrees to protect, defend, and indemnify the Department for any and all claims arising from or relating to the Bidder's determination that the redacted portions of its bid are confidential, proprietary, trade secret, or otherwise not subject to disclosure. If Bidder fails to submit a redacted copy of information it claims is confidential, the Department is authorized to produce the entire documents, data, or records submitted to the Department in answer to a public records request for these records.

5.4 Additional Information

By submitting a bid, Bidder certifies that it agrees to and satisfies all requirements specified in the ITB. The Department may request, and Bidder shall provide, additional supporting information or documentation. Failure to supply supporting information or documentation as required and requested may result in the bid being deemed non-responsive.

5.5 Bid Disqualification

Bids that do not meet all requirements, specifications, terms and conditions of the solicitation or fail to provide all required information, documents or materials may be rejected as non-responsive. Bids that contain provisions that are contrary to the requirements of the solicitation are not permitted. Bidders whose bids, past performance or current status do not reflect the capability, integrity or reliability to fully and in good faith perform the requirements of this solicitation may be rejected as non-responsive. The Department reserves the right to determine which bids meet the requirements of this solicitation and which Bidders are responsive and responsible.

6 BASIS OF AWARD

The Contract will be awarded to the responsible and responsive bidders with the lowest Calculated Markup for each fuel and delivery type in each of the four regions, as shown on the Markup Sheet (Attachment J). The Department may issue up to five awards for each fuel and delivery type in each of the four regions described in the Scope of Work (Attachment A).

6.1 Transport Delivery

For Transport Delivery bids, the Bidder's Calculated Markup for each fuel type will be calculated on the Markup Sheet (Attachment J) using the following formula:

$$(T^I \times 0.54) + (A^I \times 0.06) + (T^R \times 0.36) + (A^R \times 0.04) = Z$$

Where:

T^I = Initial Term Markup

A^I = Sum of Initial Term Allowable Charges ("All Delivery Types" and "Transport Delivery Only")

T^R = Renewal Term Markup

A^R = Sum of Renewal Term Allowable Charges ("All Delivery Types" and "Transport Delivery Only")

Z = Bidder's Calculated Markup

6.2 Non-Transport Delivery

For Non-Transport Delivery bids, the Bidder's Calculated Markup for each fuel type will be calculated on the Markup Sheet (Attachment J) using the following formula:

$$(NI \times 0.54) + (BI \times 0.06) + (NR \times 0.36) + (BR \times 0.04) = Z$$

Where:

NI = Initial Term Markup

BI = Sum of Initial Term Allowable Charges ("All Delivery Types" only)

NR = Renewal Term Markup

BR = Sum of Renewal Term Allowable Charges ("All Delivery Types" only)

Z = Bidder's Calculated Markup

6.3 Preference to Florida Businesses

Pursuant to the requirements of paragraph 287.084(1)(a), F.S., if the lowest responsible and responsive bid is by a vendor whose principal place of business is in a state or political subdivision thereof which grants a preference for the purchase of such personal property to a person whose principal place of business is in such state, the Department will award a preference to the lowest responsible and responsive bidder having a principal place of business within Florida, which preference is equal to the preference granted by the state or political subdivision thereof in which the lowest responsible and responsive bidder has its principal place of business.

If the lowest bid is submitted by a bidder whose principal place of business is located outside the state, and that state does not grant a preference in competitive solicitation to vendors having a principal place of business in that state, the preference to the lowest responsible and responsive bidder having a principal place of business in this state will be five percent.

A vendor whose principal place of business is outside this state must accompany any written bid documents with a written opinion of an attorney at law licensed to practice law in that foreign state, as to the preferences, if any or none, granted by the law of that state to its own business entities whose principal places of business are in that foreign state in the letting of any or all public contracts

7 ITB ATTACHMENTS

Attachment A	Scope of Work
Attachment B	Draft Contract
Attachment C	Special Contract Conditions
Attachment D	Special Instructions for Bidders
Attachment E	Responsiveness Requirements
Attachment F	Vendor Information Form
Attachment G	Certification of Drug-Free Workplace
Attachment H	Quarterly Sales Report
Attachment I	Savings/Price Reductions
Attachment J	Markup Sheet
Attachment K	No Offshoring

Required Documents to be submitted by vendor prior to ITB opening

Attachment E Responsiveness Requirements

Attachment G Certification of Drug-Free Workplace (if applicable)

Attachment J Markup Sheet

Written Opinion of an Attorney at Law - Section 6.3 of the ITB (if applicable)



AMENDMENT NO.: 1
Bulk Fuel, Gasoline, and Diesel
State Term Contract No. 15100000-19-1

This Amendment ("Amendment") effective on the date the document is signed by all parties, to the Bulk Fuel, Gasoline, and Diesel Contract No. 15100000-19-1 ("Contract"), between the State of Florida, Department of Management Services ("Department") and Pro Energy Fleet Fueling LLC ("Contractor"), collectively referred to herein as the "Parties." All capitalized terms used herein shall have the meaning assigned to them in the Contract unless otherwise defined herein.

WHEREAS, the Parties agreed that the Contract may be amended by mutual agreement and in writing as provided in Section IV, "Contract", of the Contract.

WHEREAS, the Department seeks to remove the emergency fuel plans from the Contract to accommodate the needs of the Division of Emergency Management.

THEREFORE, in consideration of the mutual promises contained below, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree to the following:

I. Contract Amendment. Exhibit A, Scope of Work, is hereby amended to delete Section F, Emergency Fuel Plan, in its entirety from this Contract.

II. Conflict. To the extent any of the terms of this Amendment conflict with the terms of the Contract, the terms of this Amendment shall control.

III. Warranty of Authority. Each person signing this Amendment warrants that he or she is duly authorized to do so and to bind the respective party.

IV. Effect. Unless otherwise modified by this Amendment, all terms and conditions contained in the Contract shall continue in full force and effect. This Amendment sets forth the entire understanding between the parties with regard to this subject matter hereof.

IN WITNESS WHEREOF, the parties have executed this Amendment by their duly authorized representatives.

State of Florida:
Department of Management Services

Contractor:
Pro Energy Fleet Fueling LLC

By: _____

By: _____

Name: David Clark

Name: Clemente Cruz

Title: Chief of Staff

Title: Owner

Date: _____

Date: _____

Department of
**MANAGEMENT
SERVICES**

Division of State Purchasing



AMENDMENT NO.: 1
Bulk Fuel, Gasoline, and Diesel
State Term Contract No. 15100000-19-1

This Amendment ("Amendment") effective on the date the document is signed by all parties, to the Bulk Fuel, Gasoline, and Diesel Contract No. 15100000-19-1 ("Contract"), between the State of Florida, Department of Management Services ("Department") and Pro Energy Fleet Fueling LLC ("Contractor"), collectively referred to herein as the "Parties." All capitalized terms used herein shall have the meaning assigned to them in the Contract unless otherwise defined herein.

WHEREAS, the Parties agreed that the Contract may be amended by mutual agreement and in writing as provided in Section IV, "Contract", of the Contract.

WHEREAS, the Department seeks to remove the emergency fuel plans from the Contract to accommodate the needs of the Division of Emergency Management.

THEREFORE, in consideration of the mutual promises contained below, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree to the following:

- I. **Contract Amendment.** Exhibit A, Scope of Work, is hereby amended to delete Section F, Emergency Fuel Plan, in its entirety from this Contract.
- II. **Conflict.** To the extent any of the terms of this Amendment conflict with the terms of the Contract, the terms of this Amendment shall control.
- III. **Warranty of Authority.** Each person signing this Amendment warrants that he or she is duly authorized to do so and to bind the respective party.
- IV. **Effect.** Unless otherwise modified by this Amendment, all terms and conditions contained in the Contract shall continue in full force and effect. This Amendment sets forth the entire understanding between the parties with regard to this subject matter hereof.

IN WITNESS WHEREOF, the parties have executed this Amendment by their duly authorized representatives.

State of Florida:
Department of Management Services

By: _____

Name: David Clark

Title: Chief of Staff

Date: 7/31/19

Contractor:
Pro Energy Fleet Fueling LLC

By: _____

Name: Clemente Cruz

Title: Owner

Date: 7/24/19

WESTERN REGION

Bay, Calhoun, Dixie, Escambia, Franklin, Gadsden, Gulf, Holmes, Jackson, Jefferson, Lafayette, Leon, Liberty, Madison, Okaloosa, Santa Rosa, Taylor, Wakulla, Walton, and Washington Counties

**Kimbles Aviation
Logistical Services**

**Mansfield Oil Company
of Gainesville, Inc.**

**Petroleum Traders
Corporation**

Group A - Diesel Fuel, Grade No. 2-D Ultra Low Sulfur (Markup per Gallon)

Transport Delivery (6,000 - 7,500 gallons)	\$0.05	\$0.02	\$0.01
Non-Transport Delivery (500 - 5,999 gallons)	N/A	N/A	\$0.48

Group B - Diesel Fuel, Red Dye Grade No. 2 Ultra Low Sulfur (Markup per Gallon)

Transport Delivery (6,000 - 7,500 gallons)	\$0.06	\$0.02	\$0.02
Non-Transport Delivery (500 - 5,999 gallons)	N/A	N/A	\$0.48

Group C - Biodiesel Blend (Markup per Gallon)

Transport Delivery (6,000 - 7,500 gallons)	\$0.06	\$0.21	N/A
Non-Transport Delivery (500 - 5,999 gallons)	N/A	N/A	N/A

Group D - Gasoline E10, Unleaded 87 Octane (Markup per Gallon)

Transport Delivery (6,000 - 8,500 gallons)	\$0.07	\$0.01	\$0.01
Non-Transport Delivery (500 - 5,999 gallons)	N/A	N/A	\$0.48

Allowable Charges - All Delivery Types

Delivery Charge (per gallon)
 Delay Charge (per 30 minutes)
 Back Haul Charge (per gallon)
 Top Off Charge (flat rate, not to exceed)
 Emergency Delivery Charge (per gallon, not to exceed)

\$0.10	\$0.10	\$0.06
\$10.00	\$0.00	\$0.00
\$0.10	\$0.00	\$0.05
\$150.00	\$0.00	\$0.00
\$0.50	\$0.00	\$0.05

Allowable Charges - Transport Delivery Only

Freight Charge (flat rate, not to exceed)
 Pump Off Charge (per pump off, not to exceed)
 Maximum Pump Off Charge (per delivery, not to exceed)

\$150.00	\$0.00	\$0.00
\$20.00	\$0.00	\$10.00
\$50.00	\$0.00	\$10.00

NORTHERN REGION

*Alachua, Baker, Bradford, Clay, Columbia, Duval, Flagler, Gilchrist,
Hamilton, Levy, Marion, Nassau, Putnam, St. Johns, Suwannee, Union,
and Volusia Counties*

Kimbles Aviation Logistical Services	L.V. Hiers, Inc.	Mansfield Oil Company of Gainesville, Inc.	Petroleum Traders Corporation	Pro Energy Fleet Fueling LLC
---	------------------	---	-------------------------------------	------------------------------------

Group A - Diesel Fuel, Grade No. 2-D Ultra Low Sulfur (Markup per Gallon)

Transport Delivery (6,000 - 7,500 gallons)	\$0.05	\$0.03	-\$0.02	\$0.01	\$0.04
Non-Transport Delivery (500 - 5,999 gallons)	N/A	\$0.37	N/A	\$0.48	N/A

Group B - Diesel Fuel, Red Dye Grade No. 2 Ultra Low Sulfur (Markup per Gallon)

Transport Delivery (6,000 - 7,500 gallons)	\$0.06	\$0.03	-\$0.02	\$0.02	\$0.04
Non-Transport Delivery (500 - 5,999 gallons)	N/A	\$0.37	N/A	\$0.48	N/A

Group C - Biodiesel Blend (Markup per Gallon)

Transport Delivery (6,000 - 7,500 gallons)	\$0.07	N/A	\$0.09	N/A	N/A
Non-Transport Delivery (500 - 5,999 gallons)	N/A	N/A	N/A	N/A	N/A

Group D - Gasoline E10, Unleaded 87 Octane (Markup per Gallon)

Transport Delivery (6,000 - 8,500 gallons)	\$0.06	\$0.03	-\$0.01	\$0.01	\$0.04
Non-Transport Delivery (500 - 5,999 gallons)	N/A	\$0.37	N/A	\$0.48	N/A

Allowable Charges - All Delivery Types

Delivery Charge (per gallon)	\$0.10	\$0.00	\$0.11	\$0.06	\$0.04
Delay Charge (per 30 minutes)	\$10.00	\$50.00	\$0.00	\$0.00	\$32.50
Back Haul Charge (per gallon)	\$0.10	\$0.10	\$0.00	\$0.05	\$0.00
Top Off Charge (flat rate, not to exceed)	\$150.00	\$100.00	\$0.00	\$0.00	\$0.00
Emergency Delivery Charge (per gallon, not to exceed)	\$0.50	\$0.10	\$0.00	\$0.05	\$0.00

Allowable Charges - Transport Delivery Only

Freight Charge (flat rate, not to exceed)	\$150.00	\$0.07	\$0.00	\$0.00	\$0.00
Pump Off Charge (per pump off, not to exceed)	\$20.00	\$75.00	\$0.00	\$10.00	\$40.00
Maximum Pump Off Charge (per delivery, not to exceed)	\$50.00	\$75.00	\$0.00	\$10.00	\$0.00

CENTRAL REGION

*Brevard, Charlotte, Citrus, Desoto, Hardee, Hernando, Highlands,
Hillsborough, Indian River, Lake, Lee, Manatee, Okeechobee, Orange,
Osceola, Pasco, Pinellas, Polk, Sarasota, Seminole, St. Lucie, and Sumter
Counties*

Kimbles Aviation Logistical Services	Mansfield Oil Company of Gainesville, Inc.	Petroleum Traders Corporation	Pro Energy Fleet Fueling LLC
---	--	-------------------------------------	---------------------------------

Group A - Diesel Fuel, Grade No. 2-D Ultra Low Sulfur (Markup per Gallon)

Transport Delivery (6,000 - 7,500 gallons)	\$0.05	\$0.00	\$0.01	\$0.01
Non-Transport Delivery (500 - 5,999 gallons)	N/A	N/A	\$0.48	N/A

Group B - Diesel Fuel, Red Dye Grade No. 2 Ultra Low Sulfur (Markup per Gallon)

Transport Delivery (6,000 - 7,500 gallons)	\$0.06	\$0.00	\$0.02	\$0.01
Non-Transport Delivery (500 - 5,999 gallons)	N/A	N/A	\$0.48	N/A

Group C - Biodiesel Blend (Markup per Gallon)

Transport Delivery (6,000 - 7,500 gallons)	\$0.08	\$0.09	N/A	N/A
Non-Transport Delivery (500 - 5,999 gallons)	N/A	N/A	N/A	N/A

Group D - Gasoline E10, Unleaded 87 Octane (Markup per Gallon)

Transport Delivery (6,000 - 8,500 gallons)	\$0.06	-\$0.02	\$0.01	\$0.01
Non-Transport Delivery (500 - 5,999 gallons)	N/A	N/A	\$0.48	N/A

Allowable Charges - All Delivery Types

Delivery Charge (per gallon)	\$0.10	\$0.10	\$0.06	\$0.03
Delay Charge (per 30 minutes)	\$10.00	\$0.00	\$0.00	\$32.50
Back Haul Charge (per gallon)	\$0.10	\$0.00	\$0.05	\$0.00
Top Off Charge (flat rate, not to exceed)	\$150.00	\$0.00	\$0.00	\$0.00
Emergency Delivery Charge (per gallon, not to exceed)	\$0.50	\$0.00	\$0.05	\$0.00

Allowable Charges - Transport Delivery Only

Freight Charge (flat rate, not to exceed)	\$150.00	\$0.00	\$0.00	\$0.00
Pump Off Charge (per pump off, not to exceed)	\$20.00	\$0.00	\$10.00	\$40.00
Maximum Pump Off Charge (per delivery, not to exceed)	\$50.00	\$0.00	\$10.00	\$0.00

SOUTHERN REGION

Broward, Collier, Glades, Hendry, Martin, Miami-Dade, Monroe, and Palm Beach Counties

**Kimbles Aviation
Logistical Services**

**Mansfield Oil Company
of Gainesville, Inc.**

**Pro Energy Fleet Fueling
LLC**

Group A - Diesel Fuel, Grade No. 2-D Ultra Low Sulfur (Markup per Gallon)

Transport Delivery (6,000 - 7,500 gallons)	\$0.04	-\$0.02	\$0.00
Non-Transport Delivery (500 - 5,999 gallons)	N/A	N/A	\$0.25

Group B - Diesel Fuel, Red Dye Grade No. 2 Ultra Low Sulfur (Markup per Gallon)

Transport Delivery (6,000 - 7,500 gallons)	\$0.04	-\$0.02	\$0.01
Non-Transport Delivery (500 - 5,999 gallons)	N/A	N/A	\$0.25

Group C - Biodiesel Blend (Markup per Gallon)

Transport Delivery (6,000 - 7,500 gallons)	\$0.08	\$0.13	N/A
Non-Transport Delivery (500 - 5,999 gallons)	N/A	N/A	N/A

Group D - Gasoline E10, Unleaded 87 Octane (Markup per Gallon)

Transport Delivery (6,000 - 8,500 gallons)	\$0.03	-\$0.03	\$0.01
Non-Transport Delivery (500 - 5,999 gallons)	N/A	N/A	\$0.25

Allowable Charges - All Delivery Types

Delivery Charge (per gallon)	\$0.10	\$0.12	\$0.03
Delay Charge (per 30 minutes)	\$10.00	\$0.00	\$32.50
Back Haul Charge (per gallon)	\$0.10	\$0.00	\$0.00
Top Off Charge (flat rate, not to exceed)	\$150.00	\$0.00	\$0.00
Emergency Delivery Charge (per gallon, not to exceed)	\$0.50	\$0.00	\$0.00

Allowable Charges - Transport Delivery Only

Freight Charge (flat rate, not to exceed)	\$150.00	\$0.00	\$0.00
Pump Off Charge (per pump off, not to exceed)	\$20.00	\$0.00	\$40.00
Maximum Pump Off Charge (per delivery, not to exceed)	\$50.00	\$0.00	\$0.00

**CONTRACT AMENDMENT NO.: 3**

Contract No.: 15100000-19-1

Contract Name: Bulk Fuel, Gasoline, and Diesel

This Contract Amendment No. 3 ("Amendment") to Contract No. 15100000-19-1 ("Contract") is made by the Department of Management Services ("Department"), an agency of the State of Florida, located at 4050 Esplanade Way, Tallahassee, Florida 32399; and Pro Energy Fleet Fueling, LLC ("Contractor"), with its principal place of business located at 9780 NW 115th Way, Medley, FL 33178; collectively referred to herein as the "Parties."

WHEREAS the Parties entered into the Contract, which became effective on July 1, 2019, for the provision of Bulk Fuel, Gasoline, and Diesel;

WHEREAS the Contract was renewed for a period of three years, with a new Contract expiration date of June 30, 2025 and;

WHEREAS the Parties agreed that the Contract may be amended by mutual agreement as provided in Exhibit C, Special Contract Conditions, subsection 6.9, Modification and Severability.

ACCORDINGLY, and in consideration of the mutual promises contained in the Contract documents, the Parties agree as follows:

I. Contract Amendment

- a. The Contract is amended to add the following as a new Section VII. to the Contract:

Termination Related to Statutory Certifications. At the Department's option, the Contract may be terminated if the Contractor is placed on any of the lists referenced in the attached PUR 7801, Vendor Certification Form, or would otherwise be prohibited from entering into or renewing the Contract based on the statutory provisions referenced therein.

- b. The Contract is amended to add the following as a new Section VIII. to the Contract:

Warranty of Ability to Perform. Upon the effective date of this Amendment, and each year on the anniversary date of the Contract, the Contractor shall submit to the Department a completed PUR 7801, Vendor Certification Form. The Contractor warrants that, to the best of its knowledge, there is no pending or threatened action, proceeding, or investigation, or any other legal or financial condition, that would in any way prohibit, restrain, or diminish the Contractor's ability to satisfy its Contract obligations.

Additionally, the Contractor shall promptly notify the Department and Customer in writing if its ability to perform is compromised in any manner during the term of the Contract (including potential inability to renew the Contract due to section 287.138 or 908.111, F.S.)



CONTRACT AMENDMENT NO.: 3

Contract No.: 15100000-19-1

Contract Name: Bulk Fuel, Gasoline, and Diesel

or if it or its suppliers, subcontractors, or consultants under the Contract are placed on the Suspended Vendor, Convicted Vendor, Discriminatory Vendor, Forced Labor Vendor, or Antitrust Violator Vendor Lists. The Contractor shall use commercially reasonable efforts to avoid or minimize any delays in performance and shall inform the Department and Customer of the steps the Contractor is taking or will take to do so, and the projected actual completion (or delivery) time. If the Contractor believes a delay in performance by the Customer has caused or will cause the Contractor to be unable to perform its obligations on time, the Contractor shall promptly so notify the Customer and use commercially reasonable efforts to perform its obligations on time notwithstanding the Customer's delay.

II. Contract Extension. The Contract is extended for a period of six months pursuant to the same terms and conditions of the Contract and any executed written amendments, except as amended herein, with a new Contract expiration date of December 30, 2025.

III. Conflict. To the extent any of the terms of this Amendment conflict with the terms of the Contract, the terms of this Amendment shall control.

IV. Effect. The terms and conditions of the Contract are incorporated by reference as if fully re-written herein. The terms and conditions of the Contract not amended herein will remain in full effect. This Amendment is effective when signed by both Parties.

IN WITNESS WHEREOF, the Parties have executed this Amendment by the undersigned duly authorized representatives.

State of Florida:
Department of Management Services

DocuSigned by:
By: Pedro Allende
C94713929499485...

Name: Pedro Allende

Title: Secretary

Date: 5/20/2025 | 9:26 PM EDT

Contractor:
Pro Energy Fleet Fueling, LLC

Signed by:
By: Chas DeFelice
6398232F95844BA...

Name: Chas DeFelice

Title: Controller

Date: 5/16/2025 | 10:06 AM EDT

TOWN OF JUPITER
Procurement of Gate Valves and Associated Materials (W2509)



DATE	June 17, 2025
TO	Honorable Mayor and Members of Town Council
THRU	Frank Kitzerow, Town Manager
FROM	Amanda Barnes, Utilities Director
SUBJECT	Approving a purchase order to Core & Main LP for Gate Valves and Associated Materials (W2509) for an amount of \$81,345.92.

EXECUTIVE SUMMARY

Approval is requested for a purchase order to Core and Main LP for procurement of gate valves and associated materials for an amount of \$81,345.92.

Throughout the Town's water distribution system there are valves of various sizes that are useful for isolating water mains during repair or replacement activities and minimizing the number of customers impacted by interruptions to water service. Large valves, suited for water mains 10 inches in diameter or above, typically have long lead times of at least 4 weeks. In the event of emergency repairs, when valves need to be replaced, having 10-inch to 24-inch valves in stock is beneficial for expediting repairs and minimizing impacts on customers.

A solicitation for quotes for Procurement of Gate Valves and Appurtenances (W2509) was publicly advertised on Demandstar in accordance with the Town's Procurement Policy. Four (4) sealed bids were received and opened publicly on May 21, 2025. The lowest bid was submitted by Core & Main LP, for an amount of \$81,345.92, approximately 4% lower than the 2nd lowest bid received. A detailed bid tabulation is provided as Attachment 1. Core & Main LP's proposal was reviewed and found to be responsive to the quote requirements. Funding to purchase the gate valves and associated materials is available in the Water Utility FY2025 Operating Budget, Water Field Repair and Maintenance account, as shown in the Funding Source table below.

ANALYSIS

Core & Main LP's sealed quote submitted on May 21, 2025, for Procurement of Gate Valves and Appurtenances (W2509) is responsive to the quote requirements and suitable for award of a purchase order in an amount of \$81,345.92. Funding to issue a purchase order to Core & Main LP for the gate valves and associated materials is available in the Water Utility FY2025 Operating Budget as shown in the Funding Source table.

STRATEGIC PRIORITY

- Fiscal Responsibility
- Safety

ATTACHMENTS

1. W2509 Detailed Bid Tabulation
2. W2509 Quote from Core & Main LP

FUNDING SOURCE

Approved in Budget	\$326,461.84	Sources:FY25 Water Field Operating Budget Repair & Maintenance (Acct. 40050233-546000)
--------------------	--------------	---

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



Town of Jupiter Utilities
PROCUREMENT OF GATE VALVES AND APPURTENANCES (W2509)

5/21/25 2:00pm Quote Opening

VENDOR				CORE & MAIN LP		FORTILINE, INC. (dba FORTILINE WATERWORKS)		EMPIRE PIPE & SUPPLY COMPANY, INC.		FERGUSON WATERWORKS	
ITEM	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	EXTENDED VALUE	UNIT PRICE	EXTENDED VALUE	UNIT PRICE	EXTENDED VALUE	UNIT PRICE	EXTENDED VALUE
QUOTE ITEMS											
1	10" MJ Gate Valve	EA	2	\$2,015.64	\$4,031.28	\$2,072.00	\$4,144.00	\$2,095.83	\$4,191.66	\$2,200.00	\$4,400.00
2	12" MJ Gate Valve (Side Actuating)	EA	2	\$3,671.46	\$7,342.92	\$2,623.40	\$5,246.80	\$4,984.59	\$9,969.18	\$5,250.00	\$10,500.00
3	16" MJ Gate Valve (Side Actuating)	EA	2	\$5,315.71	\$10,631.42	\$6,020.00	\$12,040.00	\$6,073.91	\$12,147.82	\$6,050.00	\$12,100.00
4	18" MJ Gate Valve (Side Actuating)	EA	2	\$10,165.59	\$20,331.18	\$11,400.00	\$22,800.00	\$9,734.78	\$19,469.56	\$11,550.00	\$23,100.00
5	24" MJ Gate Valve (Side Actuating)	EA	2	\$14,761.31	\$29,522.62	\$16,465.00	\$32,930.00	\$16,820.65	\$33,641.30	\$16,750.00	\$33,500.00
6	10" Mechanical Joint Restraint	EA	5	\$69.17	\$345.85	\$75.00	\$375.00	\$125.73	\$628.65	\$84.00	\$420.00
7	12" Mechanical Joint Restraint	EA	5	\$100.78	\$503.90	\$109.00	\$545.00	\$166.16	\$830.80	\$120.00	\$600.00
8	16" Mechanical Joint Restraint	EA	5	\$183.20	\$916.00	\$222.10	\$1,110.50	\$279.38	\$1,396.90	\$226.00	\$1,130.00
9	18" Mechanical Joint Restraint	EA	5	\$260.60	\$1,303.00	\$314.50	\$1,572.50	\$371.06	\$1,855.30	\$321.00	\$1,605.00
10	24" Mechanical Joint Restraint	EA	5	\$446.30	\$2,231.50	\$542.00	\$2,710.00	\$615.90	\$3,079.50	\$550.00	\$2,750.00
11	10" MJ Accessory Kits	EA	5	\$88.37	\$441.85	\$39.70	\$198.50		\$0.00	\$30.00	\$150.00
12	12" MJ Accessory Kits	EA	5	\$96.57	\$482.85	\$40.95	\$204.75		\$0.00	\$32.00	\$160.00
13	16" MJ Accessory Kits	EA	5	\$156.83	\$784.15	\$64.90	\$324.50		\$0.00	\$46.00	\$230.00
14	18" MJ Accessory Kits	EA	5	\$190.59	\$952.95	\$66.25	\$331.25		\$0.00	\$70.00	\$350.00
15	24" MJ Accessory Kits	EA	5	\$304.89	\$1,524.45	\$89.38	\$446.90		\$0.00	\$97.00	\$485.00
Total Price (Item Nos. 1-15) =					\$81,345.92		\$84,979.70		\$87,210.67		\$91,480.00

QUOTE

PROCUREMENT OF GATE VALVES AND APPURTENANCES (W2509)

Company Name: Core & Main LP

Town of Jupiter Utilities
210 Military Trail
Jupiter, FL 33458

Gentlemen:

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

That the Supplier has carefully and to his full satisfaction examined the Procurement Documents associated with this Quote, including Owner's Purchase Order Standard Terms and Conditions; and that Supplier has read all addenda associated with this Request for Quotes issued prior to the opening of Quotes; and that Supplier has fully examined the materials and equipment contemplated by this Quote and hereby agrees to furnish, unless otherwise provided, all implements, equipment, transportation, tools, materials, supplies, labor, documentation, and other things necessary to the prosecution and completion of the work, to wit:

Furnish and deliver (F.O.B.) gate valves of various sizes and associated appurtenances including but not limited to mechanical joint restraint devices and accessory kits.

It is proposed that the materials and equipment described herein shall be furnished and delivered for the Unit Prices as follows, all in accordance with the requirements and provisions of the Procurement Documents and resulting Purchase Order.

THIS SPACE WAS INTENTIONALLY LEFT BLANK
PROCEED TO NEXT PAGE

SCHEDULE OF VALUES
PROCUREMENT OF GATE VALVES AND APPURTENANCES (W2509)

Company Name: Core & Main LP

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	EXTENDED AMOUNT
1	10" MJ Gate Valve	2	EA	\$ 2,015.64	\$ 4,031.28
2	12" MJ Gate Valve (Side Actuating)	2	EA	\$ 3,671.46	\$ 7,342.92
3	16" MJ Gate Valve (Side Actuating)	2	EA	\$ 5,315.71	\$ 10,631.42
4	18" MJ Gate Valve (Side Actuating)	2	EA	\$ 10,165.59	\$ 20,331.18
5	24" MJ Gate Valve (Side Actuating)	2	EA	\$ 14,761.31	\$ 29,522.62
6	10" Mechanical Joint Restraint	5	EA	\$ 69.17	\$ 345.85
7	12" Mechanical Joint Restraint	5	EA	\$ 100.78	\$ 503.90
8	16" Mechanical Joint Restraint	5	EA	\$ 183.20	\$ 916.00
9	18" Mechanical Joint Restraint	5	EA	\$ 260.60	\$ 1,303.00
10	24" Mechanical Joint Restraint	5	EA	\$ 446.30	\$ 2,231.50
11	10" MJ Accessory Kits	5	EA	\$ 88.37	\$ 441.85
12	12" MJ Accessory Kits	5	EA	\$ 96.57	\$ 482.85
13	16" MJ Accessory Kits	5	EA	\$ 156.83	\$ 784.15
14	18" MJ Accessory Kits	5	EA	\$ 190.59	\$ 952.95
15	24" MJ Accessory Kits	5	EA	\$ 304.89	\$ 1,524.45

Total Price: (Item No. 1-15) = \$ 81,345.92

Total Price: (Items No. 1-15) in Words: Eighty-one thousand three hundred forty-five dollars and
ninety-two cents

QUOTE SCHEDULE OF VALUES (CONTINUED)
PROCUREMENT OF GATE VALVES AND APPURTENANCES (W2509)

Note:

1. Supplier shall submit with his/her sealed Quote shop drawings for each of the materials proposed to be supplied as a result of this Quote, for Owner's consideration during evaluation of quotes received.
2. The Town of Jupiter is exempt from paying sales and use tax in the State of Florida. Quote pricing should not include sales and use tax for items purchased in Florida.
3. Unit pricing in the Schedule above, to be included in the sealed Quote, shall include all materials as specified in the technical specifications included in these Procurement Documents or subsequent addenda that may be issued, and all shipping and delivery costs (F.O.B. destination). Delivery will be to the Town of Jupiter Utility Field Operations, 3133 Washington Street, Jupiter, FL 33458.
4. Supplier shall include material lead times for all quote items with their Sealed Quote.
5. Prices shall be shown in unit amounts, written numerical figures, and extensions (Values) whenever applicable. In the event of discrepancies existing between unit amounts and extension (Value) or totals, the written unit amounts shall govern.
6. Supplier warrants by virtue of quoting that prices, terms and conditions in the Quote will be firm for acceptance for a period of one hundred and twenty (120) calendar days from the date of Quote opening unless otherwise stated by the Owner.
7. If a purchase order is to be awarded by Owner as a result of this Request for Quotes, it will be issued to the lowest responsible, responsive bidder, based on the lowest Total Price, including alternates (if any) submitted with the sealed Quote, on the Schedule of Values included in the Procurement Documents, as evaluated by Owner to be in the best interest of the Owner. Award of a purchase order is at the sole discretion of the Jupiter Town Council.

THIS SPACE WAS INTENTIONALLY LEFT BLANK
PROCEED TO NEXT PAGE

QUOTE (CONTINUED)

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

The undersigned acknowledges that quote pricing includes delivery, F.O.B. destination, to the Town of Jupiter Utilities Field Operations, 3133 Washington Street, Jupiter, FL 33458.

The undersigned has submitted with this Quote complete shop drawings for all items to be furnished as a result of this Quote.

The undersigned acknowledges that the Town of Jupiter is exempt from paying sales and use tax in the State of Florida and quote pricing does not include sales and use tax for those items purchased in Florida. The Town will provide their tax exemption certificate at the time the purchase order is issued.

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

The undersigned, if awarded the Quote, agrees to deliver the items contemplated by the Quote without delay and upon receipt of a purchase order from the Town.

The undersigned acknowledges that payment will be made within 30 days of the Owner's receipt of the materials/equipment provided the materials/equipment are correct and in acceptable condition, at the Owner's sole discretion. The undersigned commits to furnish and deliver the materials/equipment contemplated and intended by the Quote Documents to the full satisfaction of Owner.

THIS SPACE WAS INTENTIONALLY LEFT BLANK
PROCEED TO NEXT PAGE

QUOTE (CONTINUED)

The undersigned states that this Quote is the only quote for this project in which Supplier is interested and certifies that all of the information provided in this Quote is true and correct.

SUBMITTAL DATE May 20, 2025

BUSINESS NAME Core & Main LP

FEDERAL EMPLOYER IDENTIFICATION NUMBER (FEIN) 03-0550887
(if the entity has no FEIN, include the Social Security Number of the individual signing this Proposal.)

SIGNATURE OF RESPONSIBLE OFFICIAL *Mike Sperduto*

PRINT NAME AND TITLE OF RESPONSIBLE OFFICIAL Mike Sperduto, Branch Operations Manager

EMAIL ADDRESS OF RESPONSIBLE OFFICIAL Mike.Sperduto@coreandmain.com

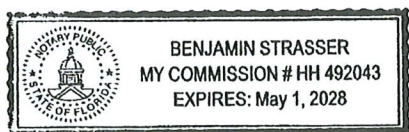
BUSINESS ADDRESS 1101 West 17th Street, Riviera Beach, FL 33404

BUSINESS TELEPHONE 561-848-4396

STATE OF INCORPORATION Florida (Limited Partnership)

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

Subscribed and sworn to before me, by means of ☒ physical presence or ☐ online notarization this 20th
day of May, 2025 by Mike Sperduto
of Core & Main LP, who [X] is personally known to me or [] has
produced _____ as identification and who did (did not) take an oath.



[Notary Seal]

Benjamin Strasser

NOTARY PUBLIC



City of Riviera Beach
600 West Blue Heron Blvd
Riviera Beach, FL 33404
(561) 845-4000

BUSINESS TAX RECEIPT/CERTIFICATE OF USE

Business Name: CORE & MAIN LP

Business Type(s): 272-277 Merchant Wholesale (Value of Inventory) (+)

Business Location: 1101 W 17th St
Riviera Beach, FL 33404

Mailing Address: C/O DMA, PO BOX 80600
INDIANAPOLIS , IN 46280

Owner: CORE & MAIN LP

BTR/COU Number BTR-002298-2024

Receipt Type: Business Tax Receipt

Issued Date: 9/30/2024

Classification: Commercial Business

Expiration Date: 9/30/2025

Fees Paid: \$6,989.52

The best waterfront city in which to live, work, and play.

MUST RENEW ON OR BEFORE EXPIRATION DATE

TO BE POSTED IN A CONSPICUOUS PLACE



Core & Main LP Warranty

Core & Main LP ("Seller") is a reseller of goods only, and as such does not provide any warranty for the goods it supplies hereunder. Notwithstanding this As-Is limitation, Seller shall pass through to the Buyer any transferable manufacturer's standard warranties with respect to goods purchased hereunder. BUYER AND PERSONS CLAIMING THROUGH BUYER SHALL SEEK RECOURSE EXCLUSIVELY FROM MANUFACTURERS IN CONNECTION WITH ANY DEFECTS IN OR FAILURES OF GOODS, AND THIS SHALL BE THE EXCLUSIVE RECOURSE OF BUYER AND PERSONS CLAIMING THROUGH BUYER FOR DEFECTIVE GOODS, WHETHER THE CLAIM OF BUYER OR THE PERSON CLAIMING THROUGH BUYER SHALL SOUND IN CONTRACT, TORT, STRICT LIABILITY, PURSUANT TO STATUTE, OR FOR NEGLIGENCE. BUYER SHALL PASS THESE TERMS TO SUBSEQUENT BUYERS AND USERS OF GOODS. SELLER EXCLUDES AND DISCLAIMS ALL OTHER EXPRESS AND IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. SELLER ASSUMES NO RESPONSIBILITY WHATSOEVER FOR SELLER'S INTERPRETATION OF PLANS OR SPECIFICATIONS PROVIDED BY BUYER, AND BUYER'S ACCEPTANCE AND USE OF GOODS SUPPLIED HEREUNDER SHALL BE PREMISED ON FINAL APPROVAL BY BUYER OR BY BUYER'S RELIANCE ON ARCHITECTS, ENGINEERS, OR OTHER THIRD PARTIES RATHER THAN ON SELLER'S INTERPRETATION. TO THE EXTENT NOT PROHIBITED BY APPLICABLE LAW, IN NO EVENT, WHETHER IN CONTRACT, WARRANTY, INDEMNITY, TORT (INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, ARISING DIRECTLY OR INDIRECTLY OUT OF THE PERFORMANCE OR BREACH OF THIS AGREEMENT, SHALL SELLER BE LIABLE FOR (a) ANY INCIDENTAL, INDIRECT, PUNITIVE, SPECIAL, CONSEQUENTIAL OR SIMILAR DAMAGES SUCH AS LOSS OF USE, LOST PROFITS, ATTORNEYS' FEES OR DELAY DAMAGES, EVEN IF SUCH DAMAGES WERE FORESEEABLE OR CAUSED BY SELLER'S BREACH OF THIS AGREEMENT, (b) ANY CLAIM THAT PROPERLY IS A CLAIM AGAINST THE MANUFACTURER, OR (c) ANY AMOUNT EXCEEDING THE AMOUNT PAID TO SELLER FOR GOODS FURNISHED TO BUYER WHICH ARE THE SUBJECT OF SUCH CLAIM(S). ALL CLAIMS MUST BE BROUGHT WITHIN ONE YEAR OF ACCRUAL OF A CAUSE OF ACTION.

Notwithstanding anything contained in any bid or contract documents to the contrary, title and risk of loss for all materials will pass to Buyer upon delivery.



CERTIFICATE OF LIABILITY INSURANCE

Page 1 of 1

DATE (MM/DD/YYYY)
07/30/2024

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

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

PRODUCER Willis Towers Watson Northeast, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	CONTACT NAME: Willis Towers Watson Certificate Center	
	PHONE (A/C, No, Ext): 1-877-945-7378	FAX (A/C, No): 1-888-467-2378
	E-MAIL: certificates@willis.com	
	ADDRESS: certificates@willis.com	
INSURED Core & Main LP 1830 Craig Park Court Saint Louis, MO 63146	INSURER(S) AFFORDING COVERAGE	
	INSURER A: ACE American Insurance Company	
	INSURER B: Willis Submission Carrier	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	
	NAIC #	GENRC
	22667	

COVERAGES**CERTIFICATE NUMBER:** W34368436**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY			XSL G48900161	08/01/2024	08/01/2025	EACH OCCURRENCE \$ 500,000
	☐ CLAIMS-MADE ☒ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000
	☒ SIR Each Occurrence: \$500,000						MED EXP (Any one person) \$
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY \$ 500,000
	☐ POLICY ☐ PRO-JECT ☒ LOC						GENERAL AGGREGATE \$ 1,500,000
	OTHER:						PRODUCTS - COMP/OP AGG \$ 1,500,000
							\$
B	☒ AUTOMOBILE LIABILITY			SEE ATTACHED	08/01/2024	08/01/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000
	☒ ANY AUTO						BODILY INJURY (Per person) \$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident) \$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident) \$
	☐ AUTOS ONLY ☐ AUTOS ONLY						\$
							\$
	☐ UMBRELLA LIAB						EACH OCCURRENCE \$
	☐ EXCESS LIAB	☐ OCCUR					AGGREGATE \$
	☐ DED ☐ RETENTION \$	☐ CLAIMS-MADE					\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			SEE ATTACHED	08/01/2024	08/01/2025	☒ PER STATUTE ☐ OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N ☐ No	N/A				E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	Additional Lines of Coverage			SEE ATTACHED	08/01/2024	08/01/2025	

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

CERTIFICATE HOLDER

Evidence Only

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

© 1988-2016 ACORD CORPORATION. All rights reserved.

ACORD 25 (2016/03)

The ACORD name and logo are registered marks of ACORD

SR ID: 26238406

BATCH: 3559780

ADDITIONAL COVERAGE SCHEDULE

NAMED INSURED: Core & Main LP

AUTOMOBILE LIABILITY

Policy Effective & Expiration Dates: See Page 1

Limits: See Page 1

POLICY NUMBER	STATE	INSURER(S) AFFORDING COVERAGE
ISA H10823766	All Other States	ACE American Insurance Company

WORKERS COMPENSATION & EMPLOYERS LIABILITY

Policy Effective & Expiration Dates: See Page 1

Limit: See Page 1

POLICY NUMBER	STATE	INSURER(S) AFFORDING COVERAGE
WLR C55521098	All Other States	ACE American Insurance Company
SCF C55521153	Wisconsin	ACE Fire Underwriters Insurance Company

EXCESS LIABILITY

Policy Effective & Expiration Dates: 08/01/2024-08/01/2025

POLICY NUMBER	TYPE OF INSURANCE	LIMITS	INSURER(S) AFFORDING COVERAGE
140001151	Excess Automobile Liability	\$3M xs \$2M	QBE Specialty Insurance Company
MKLM6MM50000091	Excess General Liability	\$5M xs Primary GL	Markel American Insurance Company

16.00

Ø 16.00

12 X Ø 1.00 HOLES
ON Ø 14.25 B.C.

FLG END
ANSI B16.1
CLASS 125

10.75

12.13

8.00

1.19

13.00

16.00

$\varnothing 16.00$

$\varnothing 13.13$

2 X $\varnothing 1.00$ HOLES
TYTON END:
AWWA C111

12 X $\varnothing 1.00$ HOLES
ON $\varnothing 14.25$ B.C.

FLG. END:
ANSI B16.1
CLASS 125

7.72

8.53

10.75

12.13

8.00

6.56

1.19

5.63

3.10

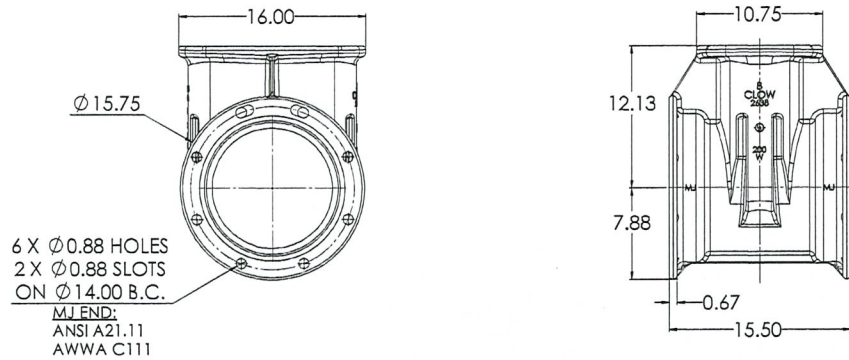
6.50

9.69

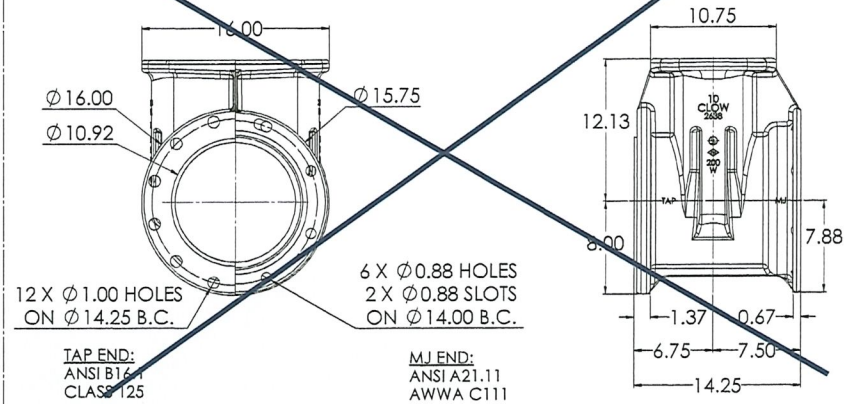
16.19

1. Part Number 2. Description 3. Quantity 4. Unit 5. Material 6. Finish 7. Dimensions 8. Weight 9. Lead Time 10. Price		11. Part Number 12. Description 13. Quantity 14. Unit 15. Material 16. Finish 17. Dimensions 18. Weight 19. Lead Time 20. Price		21. Part Number 22. Description 23. Quantity 24. Unit 25. Material 26. Finish 27. Dimensions 28. Weight 29. Lead Time 30. Price		31. Part Number 32. Description 33. Quantity 34. Unit 35. Material 36. Finish 37. Dimensions 38. Weight 39. Lead Time 40. Price		41. Part Number 42. Description 43. Quantity 44. Unit 45. Material 46. Finish 47. Dimensions 48. Weight 49. Lead Time 50. Price		51. Part Number 52. Description 53. Quantity 54. Unit 55. Material 56. Finish 57. Dimensions 58. Weight 59. Lead Time 60. Price		61. Part Number 62. Description 63. Quantity 64. Unit 65. Material 66. Finish 67. Dimensions 68. Weight 69. Lead Time 70. Price		71. Part Number 72. Description 73. Quantity 74. Unit 75. Material 76. Finish 77. Dimensions 78. Weight 79. Lead Time 80. Price		81. Part Number 82. Description 83. Quantity 84. Unit 85. Material 86. Finish 87. Dimensions 88. Weight 89. Lead Time 90. Price		91. Part Number 92. Description 93. Quantity 94. Unit 95. Material 96. Finish 97. Dimensions 98. Weight 99. Lead Time 100. Price		101. Part Number 102. Description 103. Quantity 104. Unit 105. Material 106. Finish 107. Dimensions 108. Weight 109. Lead Time 110. Price		111. Part Number 112. Description 113. Quantity 114. Unit 115. Material 116. Finish 117. Dimensions 118. Weight 119. Lead Time 120. Price		121. Part Number 122. Description 123. Quantity 124. Unit 125. Material 126. Finish 127. Dimensions 128. Weight 129. Lead Time 130. Price		131. Part Number 132. Description 133. Quantity 134. Unit 135. Material 136. Finish 137. Dimensions 138. Weight 139. Lead Time 140. Price		141. Part Number 142. Description 143. Quantity 144. Unit 145. Material 146. Finish 147. Dimensions 148. Weight 149. Lead Time 150. Price		151. Part Number 152. Description 153. Quantity 154. Unit 155. Material 156. Finish 157. Dimensions 158. Weight 159. Lead Time 160. Price		161. Part Number 162. Description 163. Quantity 164. Unit 165. Material 166. Finish 167. Dimensions 168. Weight 169. Lead Time 170. Price		171. Part Number 172. Description 173. Quantity 174. Unit 175. Material 176. Finish 177. Dimensions 178. Weight 179. Lead Time 180. Price		181. Part Number 182. Description 183. Quantity 184. Unit 185. Material 186. Finish 187. Dimensions 188. Weight 189. Lead Time 190. Price		191. Part Number 192. Description 193. Quantity 194. Unit 195. Material 196. Finish 197. Dimensions 198. Weight 199. Lead Time 200. Price		201. Part Number 202. Description 203. Quantity 204. Unit 205. Material 206. Finish 207. Dimensions 208. Weight 209. Lead Time 210. Price		211. Part Number 212. Description 213. Quantity 214. Unit 215. Material 216. Finish 217. Dimensions 218. Weight 219. Lead Time 220. Price		221. Part Number 222. Description 223. Quantity 224. Unit 225. Material 226. Finish 227. Dimensions 228. Weight 229. Lead Time 230. Price		231. Part Number 232. Description 233. Quantity 234. Unit 235. Material 236. Finish 237. Dimensions 238. Weight 239. Lead Time 240. Price		241. Part Number 242. Description 243. Quantity 244. Unit 245. Material 246. Finish 247. Dimensions 248. Weight 249. Lead Time 250. Price		251. Part Number 252. Description 253. Quantity 254. Unit 255. Material 256. Finish 257. Dimensions 258. Weight 259. Lead Time 260. Price		261. Part Number 262. Description 263. Quantity 264. Unit 265. Material 266. Finish 267. Dimensions 268. Weight 269. Lead Time 270. Price		271. Part Number 272. Description 273. Quantity 274. Unit 275. Material 276. Finish 277. Dimensions 278. Weight 279. Lead Time 280. Price		281. Part Number 282. Description 283. Quantity 284. Unit 285. Material 286. Finish 287. Dimensions 288. Weight 289. Lead Time 290. Price		291. Part Number 292. Description 293. Quantity 294. Unit 295. Material 296. Finish 297. Dimensions 298. Weight 299. Lead Time 300. Price		301. Part Number 302. Description 303. Quantity 304. Unit 305. Material 306. Finish 307. Dimensions 308. Weight 309. Lead Time 310. Price		311. Part Number 312. Description 313. Quantity 314. Unit 315. Material 316. Finish 317. Dimensions 318. Weight 319. Lead Time 320. Price		321. Part Number 322. Description 323. Quantity 324. Unit 325. Material 326. Finish 327. Dimensions 328. Weight 329. Lead Time 330. Price		331. Part Number 332. Description 333. Quantity 334. Unit 335. Material 336. Finish 337. Dimensions 338. Weight 339. Lead Time 340. Price		341. Part Number 342. Description 343. Quantity 344. Unit 345. Material 346. Finish 347. Dimensions 348. Weight 349. Lead Time 350. Price		351. Part Number 352. Description 353. Quantity 354. Unit 355. Material 356. Finish 357. Dimensions 358. Weight 359. Lead Time 360. Price		361. Part Number 362. Description 363. Quantity 364. Unit 365. Material 366. Finish 367. Dimensions 368. Weight 369. Lead Time 370. Price		371. Part Number 372. Description 373. Quantity 374. Unit 375. Material 376. Finish 377. Dimensions 378. Weight 	
---	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	---	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

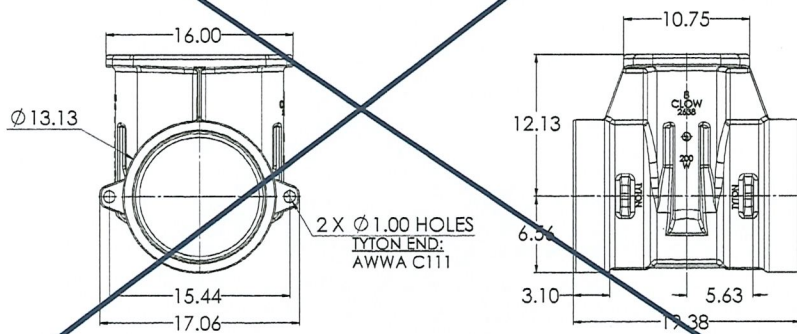
10" C515 MJ X MJ



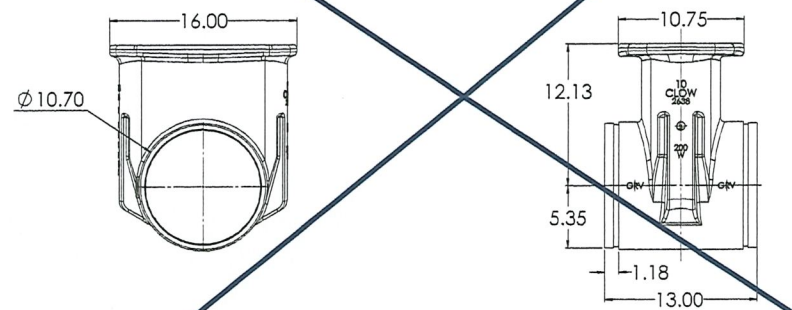
10" C515 MJ X TAP



10" C515 TYTON X TYTON

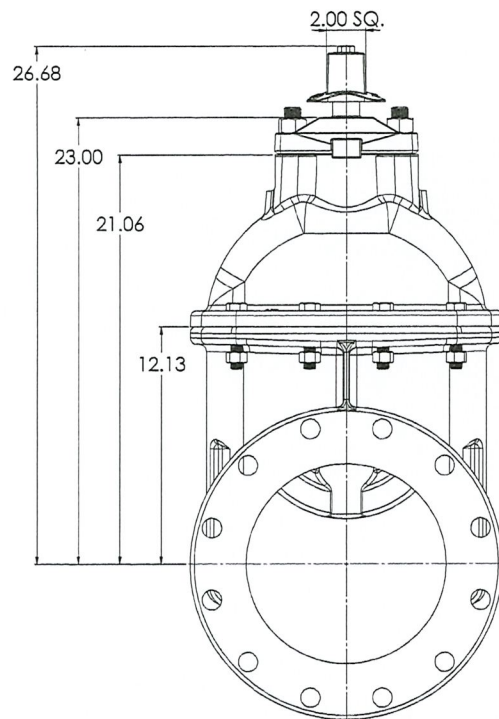


10" C515 GRVD X GRVD

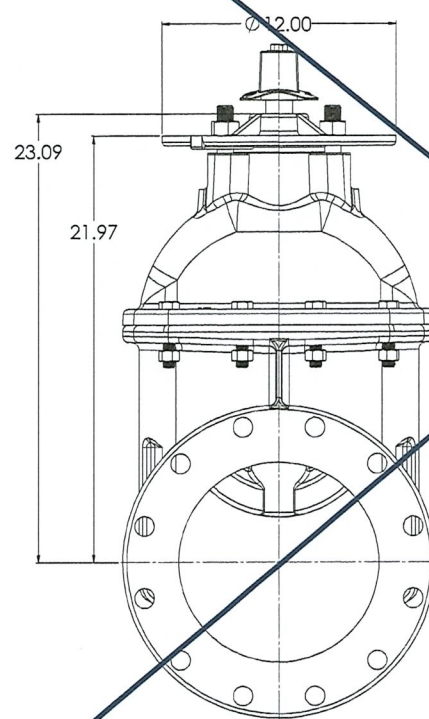


CLW VALVE CO.		10" C515 NPS REBUILT WEDGE GATE VALVE		2 6	D
DATE: 12/22/2010	DRAWN: 12/22/2010	CHECKED: 12/22/2010	SCALE: 1:5	SHEET: 2	TOTAL: 6

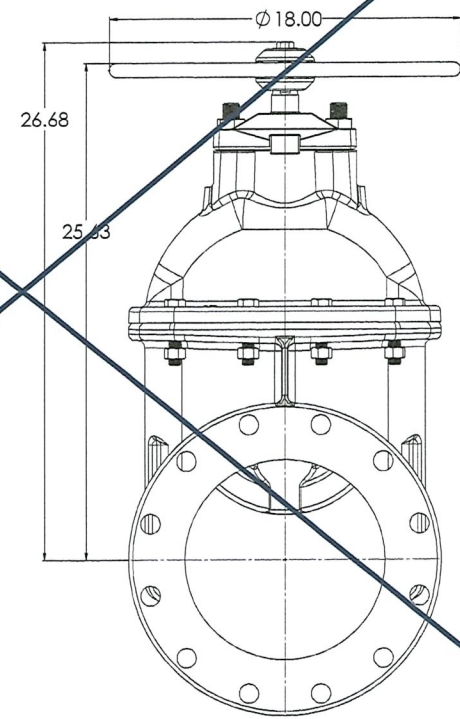
**OPERATING NUT
WITH O-RING PLATE**



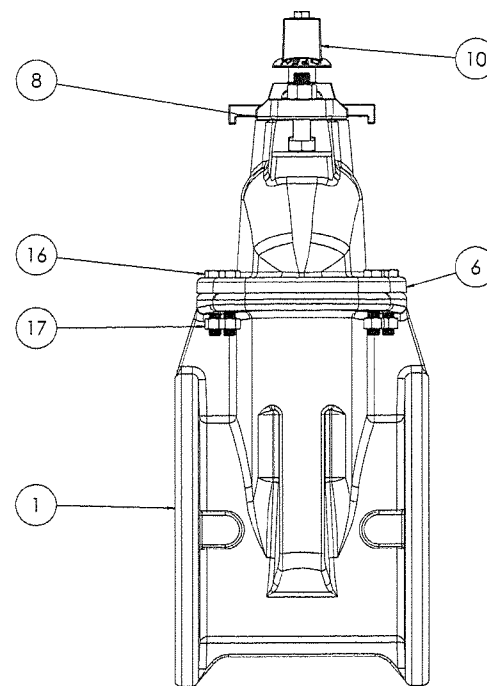
**OPERATING NUT WITH
INDICATOR POST PLATE**



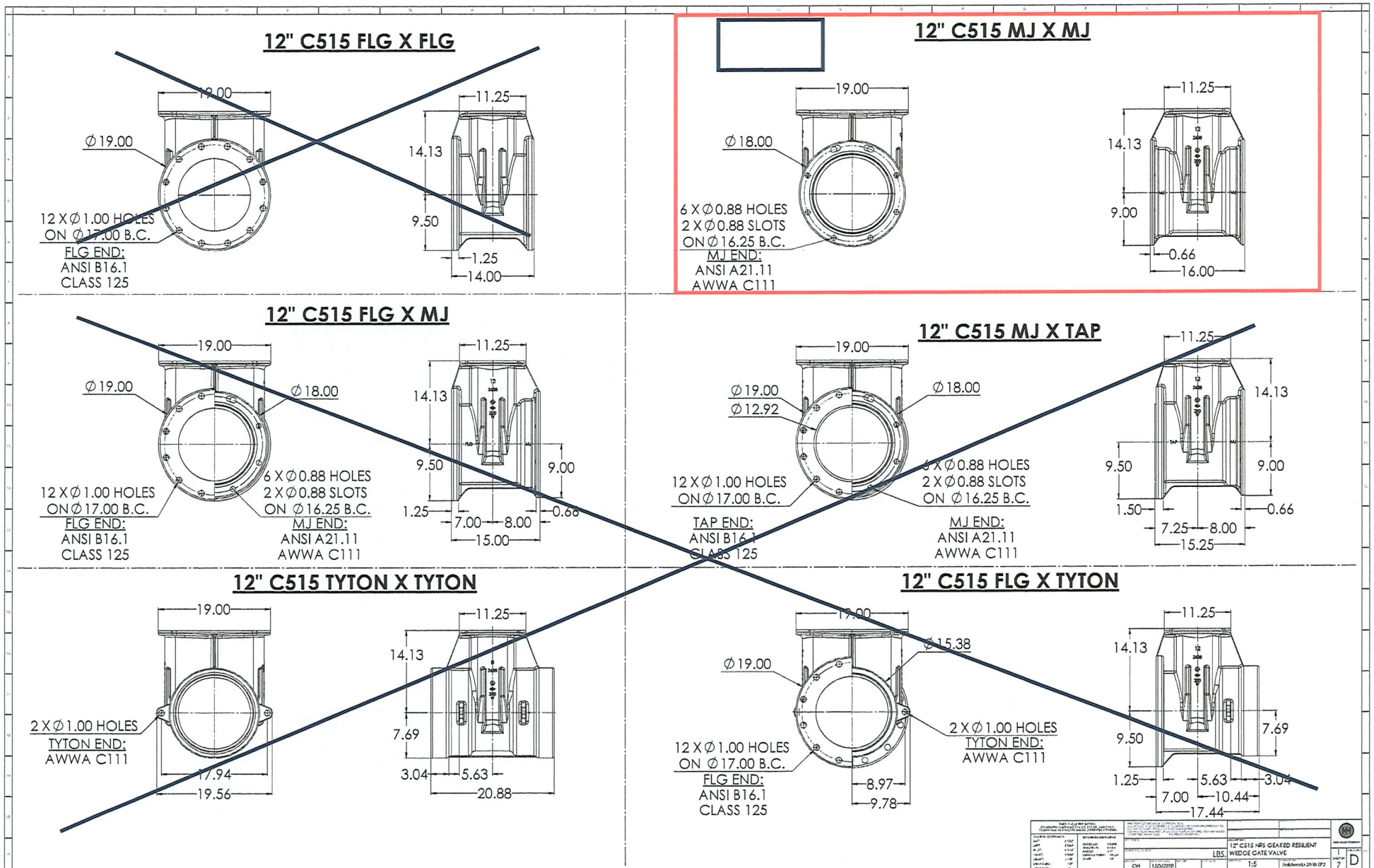
**HANDWHEEL WITH
O-RING PLATE**



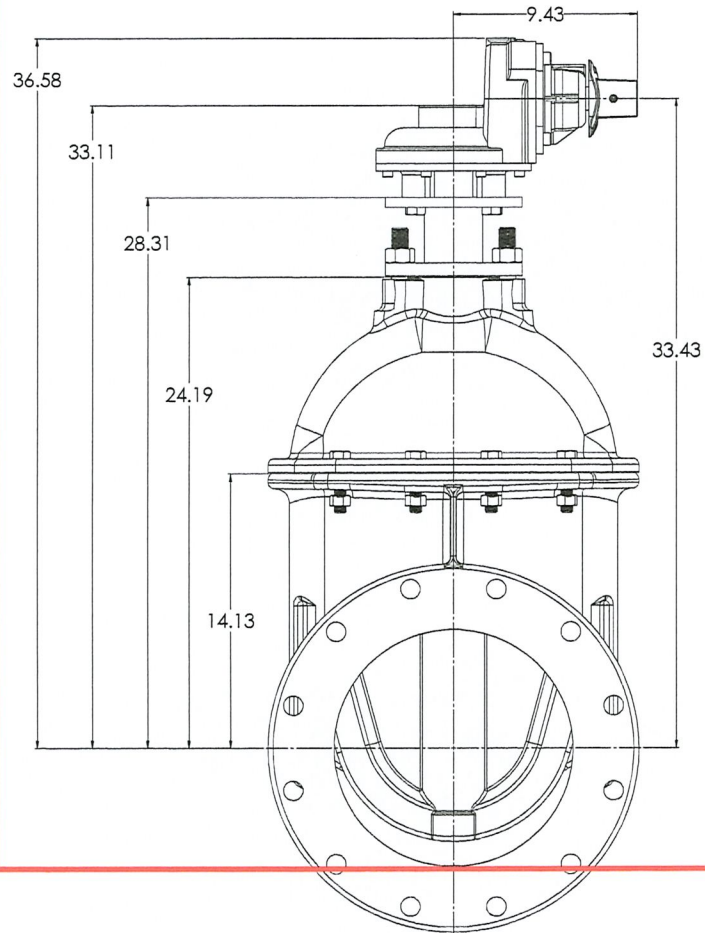
REVISIONS 1. 10" C/S 15" NPS #8 BILUENT WEDGE GATE VALVE 2. 10" C/S 15" NPS #8 BILUENT WEDGE GATE VALVE 3. 10" C/S 15" NPS #8 BILUENT WEDGE GATE VALVE 4. 10" C/S 15" NPS #8 BILUENT WEDGE GATE VALVE 5. 10" C/S 15" NPS #8 BILUENT WEDGE GATE VALVE 6. 10" C/S 15" NPS #8 BILUENT WEDGE GATE VALVE		CLW 12/27/2018 1.5 3		CLW 12/27/2018 1.5 3	
--	--	--------------------------------------	--	--------------------------------------	--



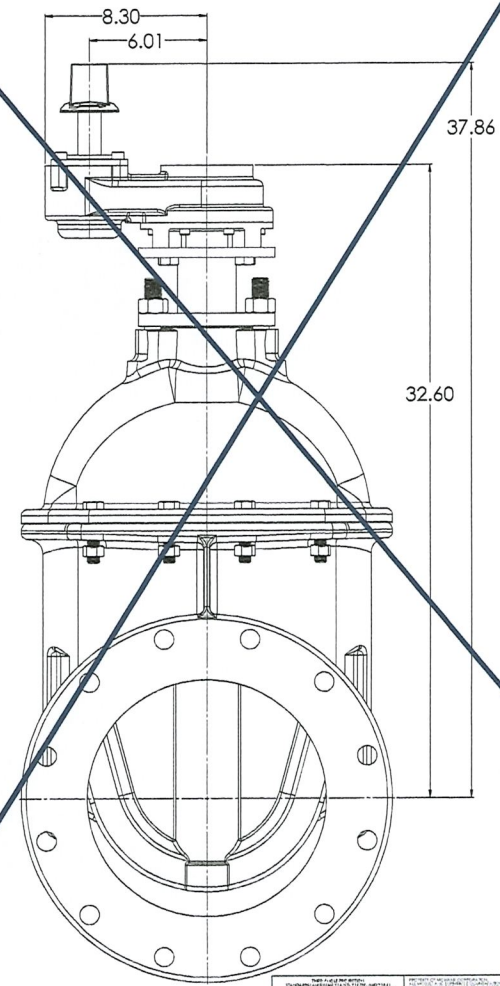
- VALVES CONFORM WITH THE FOLLOWING STANDARDS
 - AWWA C515
 - NSF 61
- LOW ZINC BRASS STEM AND STEM NUT AVAILABLE
- 100% DOMESTIC FASTENERS AND ORINGS OPTIONS AVAILABLE
- *OPEN LEFT* (COUNTERCLOCKWISE) AND *OPEN RIGHT* (CLOCKWISE) OPTIONS AVAILABLE
- TURNS TO OPEN FROM FULLY CLOSED: 32
- AWWA MAXIMUM ALLOWABLE CLOSING TORQUE 185 FT-LBS
- OPTIONAL HANDWHEEL CAN BE SUBSTITUTED FOR STANDARD 2" SQUARE OP. NUTS.
 - **NOTE: STANDARD HANDWHEEL SIZE LISTED OUT IN PARTS LIST.**



BEVEL GEAR WITH OP NUT



SPUR GEAR WITH OP NUT



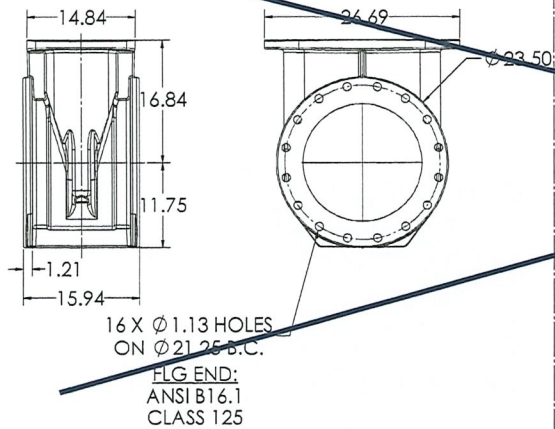
Title Block 12" CS15 NPS GEARED RESILIENT WEDGE GATE VALVE LBS T-5 12/2/2009		Revision 2 7 D	
--	--	-------------------------	--

<u>ITEM NO.</u>	<u>COMPONENT</u>	<u>QTY.</u>	<u>SIZE</u>	<u>STANDARD MATERIAL</u>	<u>MATERIAL OPTIONS</u>
1	BODY	1	-	DUCTILE IRON	-
2	COVER	1	-	DUCTILE IRON	-
3	STEM	1	-	C36000	C99500 (LOW ZINC)
4	O-RING	3	#218	EPDM	BUNA-N
5	THRUST WASHER	2	-	ACETAL	C26000
6	WEDGE	1	-	EPDM/DUCTILE IRON	-
7	MOTOR MOUNT BRACKET	1	-	COLD ROLLED STEEL	-
8	O-RING	1	#455	EPDM	BUNA-N
9	O-RING	1	#339	EPDM	BUNA-N
10	STEM NUT	1	-	C87850	C99500 (LOW ZINC)
11	STEM KEY	1	3/8" X 2"	18-8 SS	316 SS
12	HEX HEAD CAPSCREW	4	5/8"-11 X 1 1/4"	18-8 SS	316 SS
13	HEX HEAD CAPSCREW	2	7/8"-9 X 3 1/2"	18-8 SS	316 SS
14	HEX NUT	2	7/8"-9	18-8 SS	316 SS
15	HEX HEAD CAPSCREW	8	5/8"-11 X 2 3/4"	18-8 SS	316 SS
16	HEX NUT	8	5/8"-11	18-8 SS	316 SS
17	BEVEL GEAR	1	-	-	SPUR GEAR
18	OPERATING NUT	1	-	CAST IRON	C86700, DUCTILE IRON, **Ø 16" HANDWHEEL**
19	COILED SPRING PIN	1	10MM X 45MM	302/304 SS	-

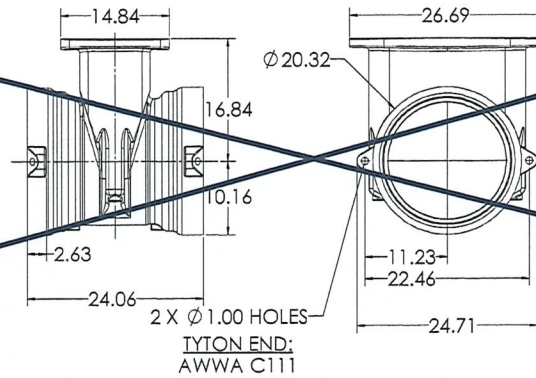
- VALVES CONFORM WITH THE FOLLOWING STANDARDS
 - AWWA C515
 - NSF 61
- LOW ZINC BRASS STEM AND STEM NUT AVAILABLE
- 100% DOMESTIC FASTENERS AND ORINGS OPTIONS AVAILABLE
- *OPEN LEFT* (COUNTERCLOCKWISE) AND *OPEN RIGHT* (CLOCKWISE) OPTIONS AVAILABLE
- TURNS TO OPEN FROM FULLY CLOSED: 38
- AWWA MAXIMUM ALLOWABLE CLOSING TORQUE 200 FT-LBS
- OPTIONAL HANDWHEEL CAN BE SUBSTITUTED FOR STANDARD 2" SQUARE OP. NUTS.
 - **NOTE: STANDARD HANDWHEEL SIZE LISTED OUT IN PARTS LIST.**

1" CS15 NBS GEARED RESILIENT WEDGE GATE VALVE		6 7	
1" CS15 NBS GEARED RESILIENT WEDGE GATE VALVE	1.5	6 7	D

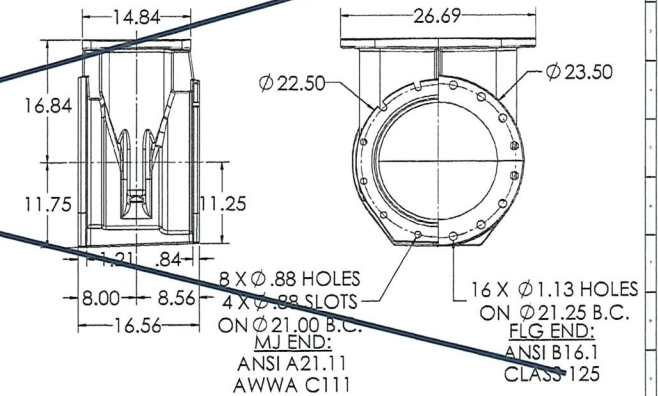
16" C515 FLG X FLG



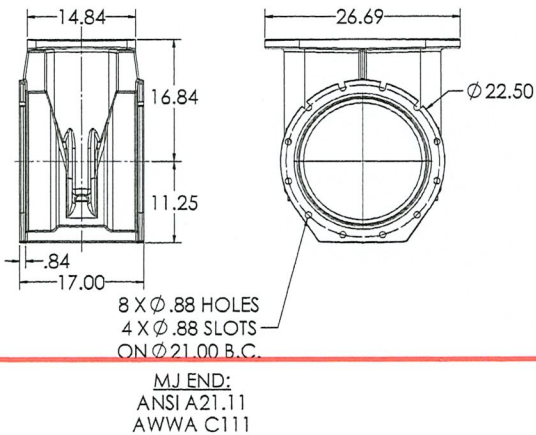
16" C515 TYTON X TYTON



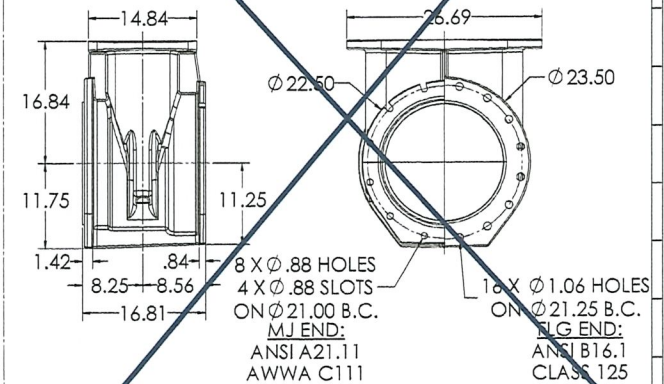
16" C515 MJ X FLG



16" C515 MJ X MJ

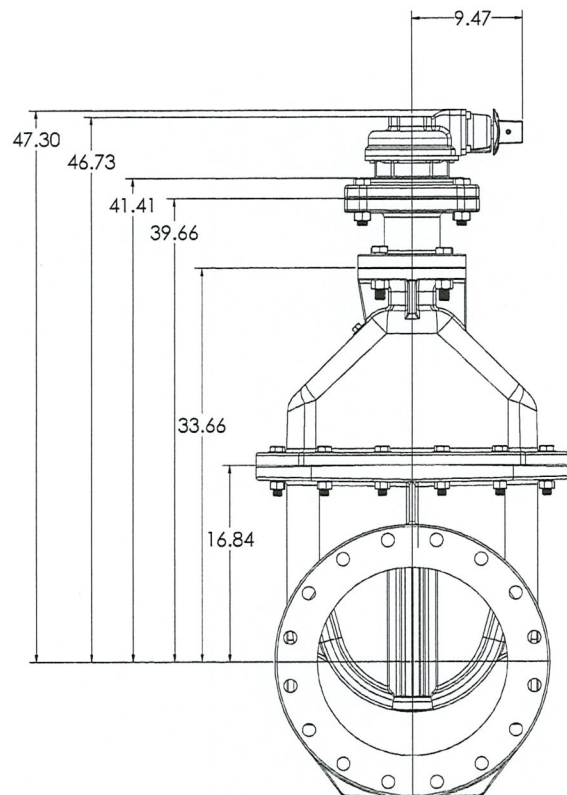


16" C515 MJ X TAP

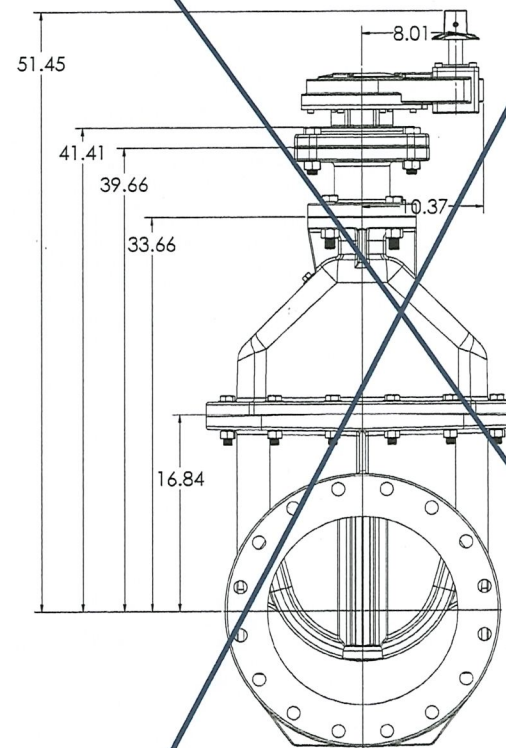


16" C515 NRS GEARED RESILIENT WEDGE GATE VALVE		1	D
16"	12/25/2020	1.8	7

BEVEL GEAR WITH OPERATING NUT



SPUR GEAR WITH OPERATING NUT



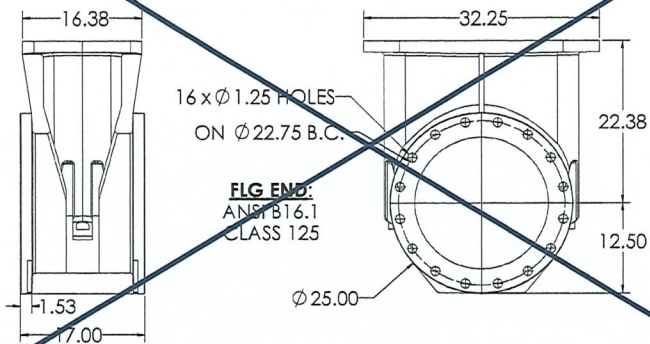
CLW		CLW		CLW	
14" CS15 NPS GEARED REBENT	2	14" CS15 NPS GEARED REBENT	2	14" CS15 NPS GEARED REBENT	2
WEDGE GATE VALVE	7	WEDGE GATE VALVE	7	WEDGE GATE VALVE	7
1:5		1:5		1:5	
12/10/2019		12/10/2019		12/10/2019	

ITEM NO.	COMPONENT	QTY.	SIZE	STANDARD MATERIAL	MATERIAL OPTIONS
1	BODY	1	-	DUCTILE IRON	-
2	WEDGE	1	-	EPDM/DUCTILE IRON	-
3	STEM NUT	1	-	C87850	C99500 (LOW ZINC)
4	COVER	1	-	DUCTILE IRON	-
5	STEM	1	-	C86700	C99500 (LOW ZINC), 304 SS, 316 SS
6	O-RING	3	#325	EPDM	BUNA-N
7	THRUST WASHER	2	-	NYLATRON	-
8	PIPE PLUG	1	1/2"-NPT	304 SS	316 SS
9	ADAPTER PLATE	1	-	DUCTILE IRON	-
10	EXTENSION PLATE	1	-	DUCTILE IRON	-
11	O-RING	1	#433	EPDM	BUNA-N
12	O-RING	1	#447	EPDM	BUNA-N
13	KEY	1	1/2" X 2"	18-8 SS	316 SS
14	OPERATING NUT	1	-	CAST IRON	DUCTILE IRON, C86700, **Ø 24" HANDWHEEL**
15	BEVEL GEAR	1	-	-	-
16	WASHER	12	WASHER	18-8 SS	316 SS
17	HEX NUT	12	3/4"-10	18-8 SS	316 SS
18	HEX HEAD CAP SCREW	12	3/4"-10 X 3 3/4"	18-8 SS	316 SS
19	HEX HEAD CAP SCREW	4	7/8"-9 X 4"	18-8 SS	316 SS
20	HEX HEAD CAP SCREW	4	7/8"-9 X 3 1/2"	18-8 SS	316 SS
21	HEX HEAD CAP SCREW	4	5/8"-11 X 1 1/2"	18-8 SS	316 SS
22	WASHER	1	5/16" X 2"	18-8 SS	316 SS
23	HEX HEAD CAP SCREW	1	HEX HEAD CAP SCREW	18-8 SS	316 SS
24	HEX NUT	8	7/8"-9	18-8 SS	316 SS
25	COILED SPRING PIN	1	10MM X 45MM	302/304 SS	-
26	O-RING	1	#463	EPDM	BUNA-N
27	GASKET	1	-	BUNA-N	-

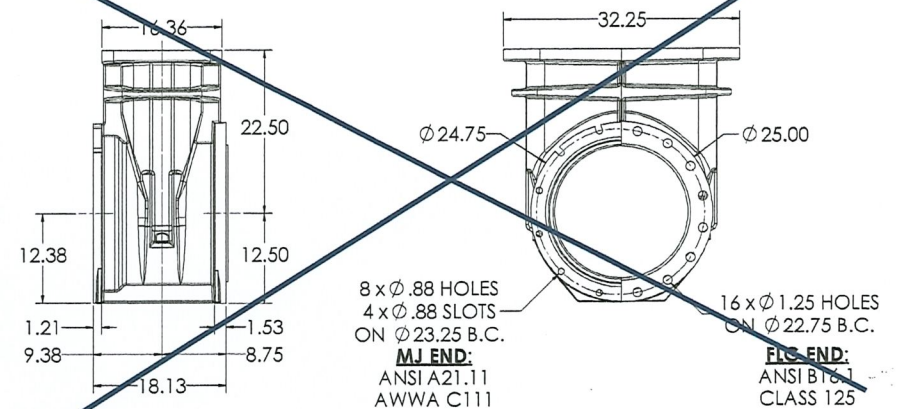
- VALVES CONFORM WITH FOLLOWING STANDARDS
 - AWWA C515
 - NSF 61
- LOW ZINC BRASS STEM AND STEM NUT AVAILABLE
- 100% DOMESTIC FASTENER AND O-RING OPTIONS AVAILABLE
- OPEN LEFT (COUNTERCLOCKWISE) AND OPEN RIGHT (CLOCKWISE) OPTIONS AVAILABLE
- TURNS TO OPEN FROM FULLY CLOSED: 104 (± 5%)
- AWWA MAXIMUM ALLOWABLE CLOSING TORQUE 250 FT-LBS INTO GEAR
- OPTIONAL HANDWHEEL CAN BE SUBSTITUTED FOR STANDARD 2" SQUARE OP NUTS
 - **NOTE: STANDARD HANDWHEEL SIZE CALLED OUT IN PARTS LIST**

COMPANY: CLOW VALVE CO. ADDRESS: 10000 W. 10TH AVE., SUITE 100, DENVER, CO 80231 PHONE: (303) 751-1000 FAX: (303) 751-1001 WWW.CLOWVALVE.COM		10" CS15 NPS GEARED RESILIENT WEDGE GATE VALVE LBS 1/4"	CLOW VALVE CO. 6 7 D
---	--	---	---

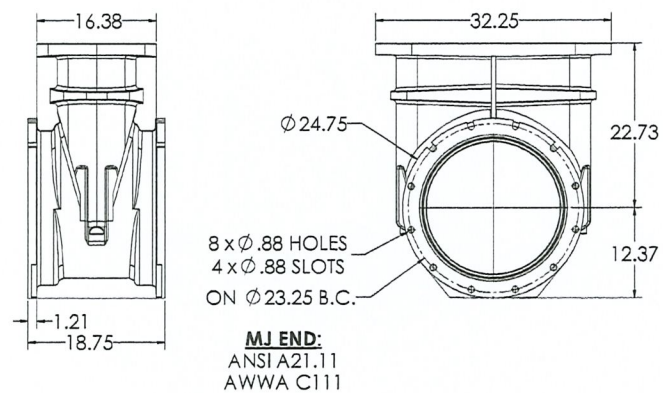
18" C515 FLG X FLG



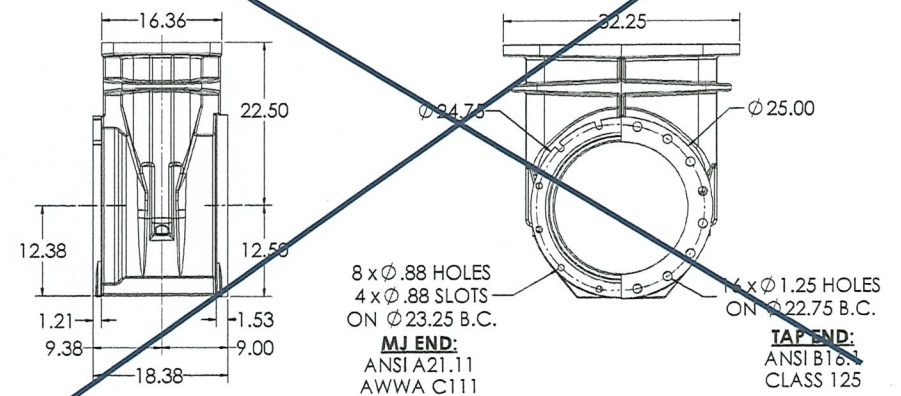
18" C515 MJ X TAP



18" C515 MJ X MJ

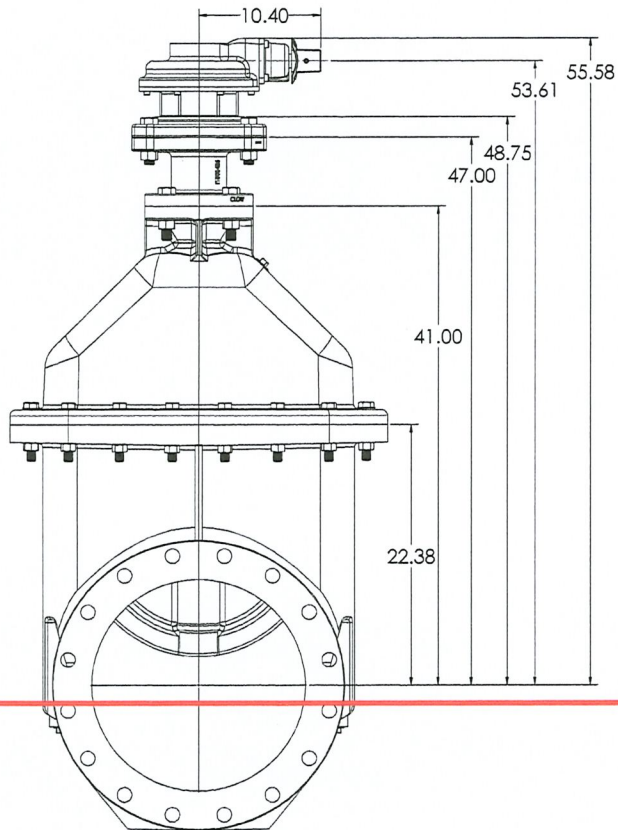


18" C515 FLG X MJ

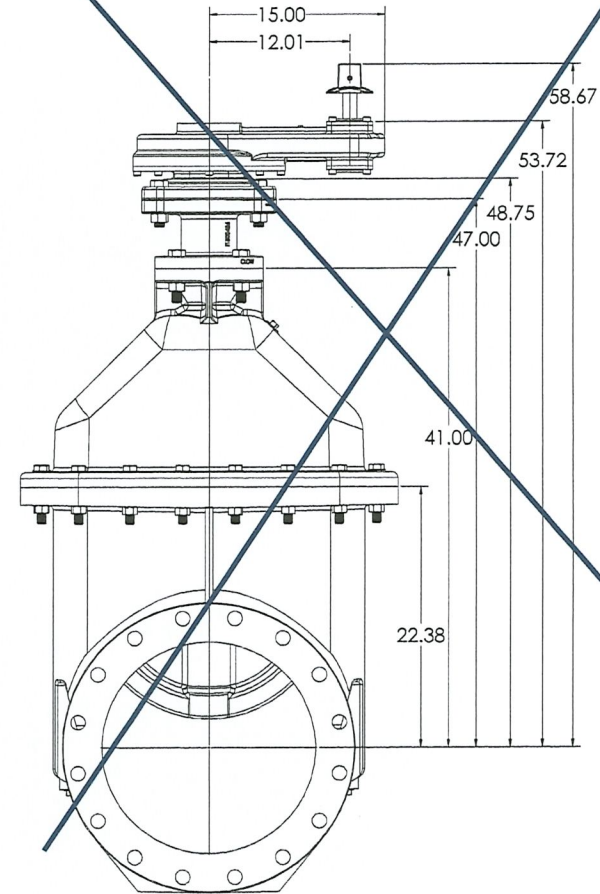


18" C515 MJ X MJ	18" C515 MJ X TAP	18" C515 FLG X MJ	18" C515 FLG X FLG
18" C515 MJ X MJ	18" C515 MJ X TAP	18" C515 FLG X MJ	18" C515 FLG X FLG
18" C515 MJ X MJ	18" C515 MJ X TAP	18" C515 FLG X MJ	18" C515 FLG X FLG
18" C515 MJ X MJ	18" C515 MJ X TAP	18" C515 FLG X MJ	18" C515 FLG X FLG
18" C515 MJ X MJ	18" C515 MJ X TAP	18" C515 FLG X MJ	18" C515 FLG X FLG
18" C515 MJ X MJ	18" C515 MJ X TAP	18" C515 FLG X MJ	18" C515 FLG X FLG
18" C515 MJ X MJ	18" C515 MJ X TAP	18" C515 FLG X MJ	18" C515 FLG X FLG
18" C515 MJ X MJ	18" C515 MJ X TAP	18" C515 FLG X MJ	18" C515 FLG X FLG
18" C515 MJ X MJ	18" C515 MJ X TAP	18" C515 FLG X MJ	18" C515 FLG X FLG
18" C515 MJ X MJ	18" C515 MJ X TAP	18" C515 FLG X MJ	18" C515 FLG X FLG

BEVEL GEAR WITH OPERATING NUT



SPUR GEAR WITH OPERATING NUT



TITLE: 1" NPS 150 LB. WEDGE GATE VALVE DRAWING NO.: 150-0001		SCALE: 1" = 1'-0" DATE: 11/10/09		DESIGNED BY: J. A. CLOW CHECKED BY: J. A. CLOW	
DIM: 150-0001	SHEET: 1	TOTAL SHEETS: 1	PROJECT: 150-0001	CLIENT: CLOW VALVE CO.	DRAWING NO.: 150-0001
1" NPS 150 LB. WEDGE GATE VALVE		150-0001		150-0001	
150-0001		150-0001		150-0001	
150-0001		150-0001		150-0001	
150-0001		150-0001		150-0001	
150-0001		150-0001		150-0001	
150-0001		150-0001		150-0001	
150-0001		150-0001		150-0001	
150-0001		150-0001		150-0001	
150-0001		150-0001		150-0001	
150-0001		150-0001		150-0001	
150-0001		150-0001		150-0001	
150-0001		150-0001		150-0001	
150-0001		150-0001		150-0001	
150-0001		150-0001		150-0001	
150-0001		150-0001		150-0001	
150-0001		150-0001		150-0001	
150-0001		150-0001		150-0001	
150-0001		150-0001		150-0001	
150-0001		150-0001		150-0001	
150-0001		150-0001		150-0001	
150-0001		150-0001		150-0001	
150-0001		150-0001		150-0001	
150-0001		150-0001		150-0001	
150-0001		150-0001		150-0001	
150-0001		150-0001		150-0001	
150-0001		150-0001		150-0001	
150-0001		150-0001		150-0001	
150-0001		150-0001		150-0001	
150-0001		150-0001		150-0001	
150-0001		150-0001		150-0001	
150-0001		150-0001		150-0001	
150-0001		150-0001		150-0001	
150-0001		150-0001		150-0001	
150-0001		150-0001		150-0001	
150-0001		150-0001		150-0001	
150-0001		150-0001		150-0001	
150-0001		150-0001		150-0001	
150-0001		150-0001		150-0001	
150-0001		150-0001		150-0001	
150-0001		150-0001		150-0001	
150-0001		150-0001		150-0001	
150-0001		150-0001		150-0001	
150-0001		150-0001		150-0001	
150-0001		150-0001		150-0001	
150-0001		150-0001		150-0001	
150-0001		150-0001		150-0001	
150-0001		150-0001		150-0001	
150-0001		150-0001		150-0001	
150-0001		150-0001		150-0001	
150-0001		150-0001		150-0001	
150-0001		150-0001		150-0001	
150-0001		150-0001		150-0001	
150-0001		150-0001		150-0001	
150-0001		150-0001		150-0001	
150-0001		150-0001		150-0001	
150-0001		150-0001		150-0001	
150-0001		150-0001		150-0001	
150-0001		150-0001		150-0001	
150-0001		150-0001		150-0001	
150-0001		150-0001		150-0001	
150-0001		150-0001		150-0001	
150-0001		150-0001		150-0001	
150-0001		150-0001		150-0001	
150-0001		150-0001		150-0001	
150-0001		150-0001		150-0001	
150-0001		150-0001		150-0001	
150-0001		150-0001		150-0001	
150-0001		150-0001		150-0001	
150-0001		150-0001		150-0001	
150-0001		150-0001		150-0001	
150-0001		150-0001		150-0001	
150-0001		150-0001		150-0001	
150-0001		150-0001		150-0001	
150-0001		150-0001		150-0001	
150-0001		150-0001		150-0001	
150-0001		150-0001		150-0001	
150-0001		150-0001		150-0001	
150-0001		150-0001		150-0001	
150-0001		150-0001		150-0001	
150-0001		150-0001		150-0001	
150-0001		150-0001		150-0001	
150-0001		150-0001		150-0001	
150-0001		150-0001		150-0001	
150-0001		150-0001		150-0001	
150-0001		150-0001		150-0001	
150-0001		150-0001		150-0001	
150-0001		150-0001		150-0001	
150-0001		150-0001		150-0001	
150-0001		150-0001		150-0001	
150-0001		150-0001		150-0001	
150-0001		150-0001		150-0001	
150-0001		150-0001		150-0001	
150-0001		150-0001		150-0001	
150-0001		150-0001		150-0001	
150-0001		150-0001		150-0001	
150-0001		150-0001		150-0001	
150-0001		150-0001		150-0001	
150-0001		150-0001		150-0001	
150-0001		150-0001		150-0001	
150-0001		150-0001		150-0001	
150-0001		150-0001		150-0001	
150-0001		150-0001		150-0001	
150-0001		150-0001		150-0001	
150-0001		150-0001		150-0001	
150-0001		150-0001		150-0001	
150-0001		150-0001		150-0001	
150-0001		150-0001		150-0001	
150-0001		150-0001		150-0001	
150-0001		150-0001		150-0001	
150-0001		150-0001		150-0001	
150-0001		150-0001		150-0001	
150-0001		150-0001		150-0001	
150-0001		150-0001		150-0001	
150-0001		150-0001		150-0001	
150-0001		150-0001		150-0001	
150-0001		150-0001		150-0001	
150-0001		150-0001		150-0001	
150-0001		150-0001		150-0001	
150-0001		150-0001		150-0001	
150-0001		150-0001		150-0001	
150-0001		150-0001		150-0001	
150-0001		150-0001		150-0001	
150-0001		150-0001		150-0001	
150-0001		150-0001		150-0001	
150-0001		150-0001			

ITEM NO.	COMPONENT	QTY.	SIZE	STANDARD MATERIAL	MATERIAL OPTIONS
1	BODY	1	-	DUCTILE IRON	-
2	COVER	1	-	DUCTILE IRON	-
3	WEDGE	1	-	DUCTILE IRON/EPDM	-
4	WEDGE CAP	2	-	DELFIN	-
5	OPERATING NUT	1	-	CAST IRON	C86700, 304 SS ** Ø 24" HANDWHEEL **
6	STEM	1	2 1/8"	C86200	C99500, 304 SS 316 SS
7	STEM NUT	1	-	C87610	C87850, C99500
8	THRUST WASHER	2	-	DELFIN	-
9	EXTENSION PLATE	1	-	DUCTILE IRON	-
10	ADAPTER PLATE	1	-	DUCTILE IRON	-
11	BEVEL GEAR	1	-	-	-
12	GASKET	1	-	BUNA-N	-
13	O-RING	3	#327	EPDM	BUNA-N
14	O-RING	1	#433	EPDM	BUNA-N
15	O-RING	1	#447	EPDM	BUNA-N
16	O-RING	1	#469	EPDM	BUNA-N
17	HEX HEAD CAP SCREW	1	5/16"-18 x 3/4"	18-8 SS	316 SS
18	HEX HEAD CAP SCREW	16	3/4"-10 X 4 1/2"	18-8 SS	316 SS
19	HEX HEAD CAP SCREW	4	7/8"-9 x 3 1/2"	18-8 SS	316 SS
20	HEX HEAD CAP SCREW	4	7/8"-9 X 4"	18-8 SS	316 SS
21	SOCKET HEAD CAP SCREW	4	3/4"-10 X 1 3/4"	18-8 SS	316 SS
22	FENDER WASHER	1	5/16"	18-8 SS	316 SS
23	FLAT WASHER	16	3/4"	18-8 SS	316 SS
24	HEX NUT	16	3/4"-10	18-8 SS	316 SS
25	HEX NUT	8	7/8"-9	18-8 SS	316 SS
26	PIPE PLUG	1	1/2" - NPT	304 SS	316 SS
27	PIPE PLUG	2	3/4" - NPT	304 SS	316 SS
28	KEY	1	1/2" X 1/2" X 2"	DOMESTIC CR STEEL	-
29	COILED SPRING PIN	1	10mm x 45mm	302 SS OR 304 SS	-

- VALVES CONFORM WITH FOLLOWING STANDARDS
 - AWWA C515
 - NSF 61
- LOW ZINC BRASS STEM AND STEM NUT AVAILABLE
- 100% DOMESTIC FASTENER AND O-RING OPTIONS AVAILABLE
- OPEN LEFT (COUNTERCLOCKWISE) AND OPEN RIGHT (CLOCKWISE) OPTIONS AVAILABLE
- TURNS TO OPEN FROM FULLY CLOSED: 192
 - +/- 5% WITH STANDARD 3:1 BEVEL OR SPUR GEAR
- AWWA MAXIMUM ALLOWABLE CLOSING TORQUE 250 FT-LBS WITH STANDARD GEARING
- OPTIONAL HANDWHEEL CAN BE SUBSTITUTED FOR STANDARD 2" SQUARE OP NUTS
 - **NOTE: STANDARD HANDWHEEL SIZE CALLED OUT IN PARTS LIST**

CLW VALVE CO.	
1" C515 NPS GEAR TO RESILIENT	6
LBS. WEDGE GATE VALVE	7
1.5	7

24" C515 FLG X FLG

20.00

1.19

20.00

38.00

25.00

16.00

Ø 32.00

20 X Ø 1.38 HOLES ON Ø 29.50 B.C.

FLG END:
ANSI B16.1
CLASS 125

24" C515 MJ X FLG

20.00

25.00

M&H

CS15 DI USA

AWWA

250 W

MJ

1.23

10.25

10.25

20.50

1.19

38.00

25.00

FLG

FLG

FLG

1.23

1.19

10 X $\varnothing .88$ HOLES
6 X $\varnothing .88$ SLOTS
ON $\varnothing 30.00$ B.C.
MJ END:
ANSI A21.11
AWWA C111

20 X $\varnothing 1.38$ HOLES
ON $\varnothing 29.50$ B.C.
FLG END:
ANSI B16.1
CLASS 125

24" C515 MJ X MJ

20.00

M&H

24.00

C515

USA

AWWA

250 W

1.23

21.00

38.00

25.00

15.75

10 X Ø .88 HOLES
6 X Ø .88 SLOTS
ON Ø 30.00 B.C.

MJ END:
ANSI A21.11
AWWA C111

Ø 31.43

[illegible][illegible]

BEVEL GEAR WITH OP NUT

Technical drawing of a bevel gear pump assembly. The drawing shows a front view of the pump with a bevel gear mounted on top. The dimensions are as follows:

- 10.40: Dimension of the bevel gear assembly.
- 59.76: Total height of the pump assembly.
- 57.73: Height from the base to the top of the bevel gear assembly.
- 51.32: Height from the base to the top of the pump housing.
- 45.19: Height from the base to the top of the pump housing (excluding the bevel gear assembly).
- 25.00: Height from the base to the top of the pump housing (excluding the bevel gear assembly and the pump housing).

SPUR GEAR WITH OP NUT

15.00
12.01

62.86
57.79
51.32
45.19
25.00

This technical drawing shows a front view of a valve assembly. The assembly consists of a main body with a large circular flange at the bottom, a handwheel in the middle, and a top section with a spur gear. Dimensions are provided for various parts: the total height is 62.86; the height from the base to the top of the handwheel is 57.79; the height from the base to the top of the gear housing is 51.32; the height from the base to the top of the gear is 45.19; and the height from the base to the top of the gear housing is 25.00. The gear has a diameter of 15.00 and a width of 12.01. The drawing is crossed out with a large 'X'.

25

ITEM NO.	COMPONENT	QTY.	SIZE	STANDARD MATERIAL	MATERIAL OPTIONS
1	BODY	1	-	DUCTILE IRON	-
2	TRACK	2	-	316 SS	-
3	WEDGE	1	-	DUCTILE IRON/EPDM	-
4	STEM NUT	1	-	C87850	C87610
5	COVER	1	-	DUCTILE IRON	-
6	SCRAPER	2	-	C95500	-
7	ROLLER	4	-	C95400	-
8	COILED SPRING PIN	4	-	18-8 SS	-
9	STEM	1	-	C86200	C99500, 304 SS, 316 SS
10	THRUST WASHER	2	-	DELFIN	-
11	O-RING	3	#329	EPDM	BUNA-N
12	O-RING	1	#474	EPDM	BUNA-N
13	CAPSCREW	20	3/4"-10 X 1 1/2"	18-8 SS	316 SS
14	HEX NUT	20	3/4"-10	18-8 SS	316 SS
15	FLAT WASHER	20	3/4"	18-8 SS	316 SS
16	ADAPTER PLATE	1	-	DUCTILE IRON	-
17	GEAR EXTENSION	1	-	DUCTILE IRON	-
18	O-RING	1	#447	EPDM	BUNA-N
19	O-RING	1	#433	EPDM	BUNA-N
20	KEY	1	1/2" X 1/2" X 2"	STEEL	-
21	HEX NUT	8	7/8"-9	18-8 SS	316 SS
22	CAPSCREW	4	7/8"-9 X 3 1/2"	18-8 SS	316 SS
23	CAPSCREW	4	7/8"-9 X 4"	18-8 SS	316 SS
24	CAPSCREW	4	ALLEN HEAD 3/4"-10 X 1 1/2"	18-8 SS	316 SS
25	CAPSCREW	1	5/16"-18 X 3/4"	18-8 SS	316 SS
26	FENDER WASHER	1	5/16" FENDER	316 SS	-
27	BEVEL GEAR	1	-	-	SPUR GEAR
28	GASKET	1	-	EPDM	-
29	COILED SPRING PIN	1	10MM X 45MM	302 SS	304 SS
30	PLUG	2	1 1/4" - NPT	304 SS	316 SS
31	OPERATING NUT	1	-	CAST IRON	DUCTILE IRON, C86700, *24" HANDWHEEL OPTION*
32	PLUG	1	1/2" - NPT	304 SS	316 SS

- VALVES CONFORM WITH FOLLOWING STANDARDS
 - AWWA C515
 - NSF 61
- LOW ZINC BRASS STEM AND STEM NUT AVAILABLE
- 100% DOMESTIC FASTENER AND O-RING OPTIONS AVAILABLE
- OPEN LEFT (COUNTERCLOCKWISE) AND OPEN RIGHT (CLOCKWISE) OPTIONS AVAILABLE
- TURNS TO OPEN FROM FULLY CLOSED: 228
 - +/- 5% WITH STANDARD 3:1 BEVEL OR SPUR GEAR
- AWWA MAXIMUM ALLOWABLE CLOSING TORQUE 250 FT-LBS WITH STANDARD GEARING
- OPTIONAL HANDWHEEL CAN BE SUBSTITUTED FOR STANDARD 2" SQUARE OP NUTS
 - **NOTE: STANDARD HANDWHEEL SIZE CALLED OUT IN PARTS LIST**

1. COMPANY: 2. PROJECT: 3. DRAWING NO.: 4. DATE: 5. SCALE: 6. SHEET NO. OF TOTAL SHEETS: 7. DESIGNED BY: 8. CHECKED BY: 9. APPROVED BY: 10. REVISIONS: 11. MATERIALS: 12. NOTES: 13. COMMENTS: 14. SPECIFICATIONS: 15. STANDARDS: 16. REFERENCES: 17. LEGEND: 18. DIMENSIONS: 19. TOLERANCES: 20. FINISHES: 21. COATINGS: 22. PAINTS: 23. GLAZES: 24. STAINERS: 25. SEALERS: 26. ADHESIVES: 27. FASTENERS: 28. WELDING: 29. FABRICATION: 30. ASSEMBLY: 31. INSTALLATION: 32. MAINTENANCE: 33. REPLACEMENT: 34. DISPOSAL: 35. SAFETY: 36. HEALTH: 37. ENVIRONMENT: 38. QUALITY: 39. COST: 40. TIME: 41. RISK: 42. LEGAL: 43. ETHICS: 44. SOCIETY: 45. CULTURE: 46. RELIGION: 47. POLITICS: 48. ECONOMY: 49. TECHNOLOGY: 50. SCIENCE: 51. ART: 52. LITERATURE: 53. MUSIC: 54. THEATRE: 55. FILM: 56. TELEVISION: 57. RADIO: 58. INTERNET: 59. MOBILE: 60. GAMING: 61. SPORTS: 62. RECREATION: 63. EDUCATION: 64. HEALTHCARE: 65. AGRICULTURE: 66. FORESTRY: 67. FISHERY: 68. MINING: 69. CONSTRUCTION: 70. MANUFACTURING: 71. TRANSPORTATION: 72. ENERGY: 73. WATER: 74. AIR: 75. SOIL: 76. CLIMATE: 77. WEATHER: 78. EARTHQUAKES: 79. TORNADOES: 80. HURRICANES: 81. DROUGHTS: 82. FLOODS: 83. FIRES: 84. PESTS: 85. DISEASES: 86. ZOOLOGICAL: 87. BOTANICAL: 88. GEOLOGICAL: 89. METEOROLOGICAL: 90. ASTRONOMICAL: 91. COSMOLOGICAL: 92. PHYSICAL: 93. CHEMICAL: 94. BIOLOGICAL: 95. MEDICAL: 96. VETERINARY: 97. AGRICULTURAL: 98. FORESTRY: 99. FISHERY: 100. MINING: 101. CONSTRUCTION: 102. MANUFACTURING: 103. TRANSPORTATION: 104. ENERGY: 105. WATER: 106. AIR: 107. SOIL: 108. CLIMATE: 109. WEATHER: 110. EARTHQUAKES: 111. TORNADOES: 112. HURRICANES: 113. DROUGHTS: 114. FLOODS: 115. FIRES: 116. PESTS: 117. DISEASES: 118. ZOOLOGICAL: 119. BOTANICAL: 120. GEOLOGICAL: 121. METEOROLOGICAL: 122. ASTRONOMICAL: 123. COSMOLOGICAL: 124. PHYSICAL: 125. CHEMICAL: 126. BIOLOGICAL: 127. MEDICAL: 128. VETERINARY: 129. AGRICULTURAL: 130. FORESTRY: 131. FISHERY: 132. MINING: 133. CONSTRUCTION: 134. MANUFACTURING: 135. TRANSPORTATION: 136. ENERGY: 137. WATER: 138. AIR: 139. SOIL: 140. CLIMATE: 141. WEATHER: 142. EARTHQUAKES: 143. TORNADOES: 144. HURRICANES: 145. DROUGHTS: 146. FLOODS: 147. FIRES: 148. PESTS: 149. DISEASES: 150. ZOOLOGICAL: 151. BOTANICAL: 152. GEOLOGICAL: 153. METEOROLOGICAL: 154. ASTRONOMICAL: 155. COSMOLOGICAL: 156. PHYSICAL: 157. CHEMICAL: 158. BIOLOGICAL: 159. MEDICAL: 160. VETERINARY: 161. AGRICULTURAL: 162. FORESTRY: 163. FISHERY: 164. MINING: 165. CONSTRUCTION: 166. MANUFACTURING: 167. TRANSPORTATION: 168. ENERGY: 169. WATER: 170. AIR: 171. SOIL: 172. CLIMATE: 173. WEATHER: 174. EARTHQUAKES: 175. TORNADOES: 176. HURRICANES: 177. DROUGHTS: 178. FLOODS: 179. FIRES: 180. PESTS: 181. DISEASES: 182. ZOOLOGICAL: 183. BOTANICAL: 184. GEOLOGICAL: 185. METEOROLOGICAL: 186. ASTRONOMICAL: 187. COSMOLOGICAL: 188. PHYSICAL: 189. CHEMICAL: 190. BIOLOGICAL: 191. MEDICAL: 192. VETERINARY: 193. AGRICULTURAL: 194. FORESTRY: 195. FISHERY: 196. MINING: 197. CONSTRUCTION: 198. MANUFACTURING: 199. TRANSPORTATION: 200. ENERGY: 201. WATER: 202. AIR: 203. SOIL: 204. CLIMATE: 205. WEATHER: 206. EARTHQUAKES: 207. TORNADOES: 208. HURRICANES: 209. DROUGHTS: 210. FLOODS: 211. FIRES: 212. PESTS: 213. DISEASES: 214. ZOOLOGICAL: 215. BOTANICAL: 216. GEOLOGICAL: 217. METEOROLOGICAL: 218. ASTRONOMICAL: 219. COSMOLOGICAL: 220. PHYSICAL: 221. CHEMICAL: 222. BIOLOGICAL: 223. MEDICAL: 224. VETERINARY: 225. AGRICULTURAL: 226. FORESTRY: 227. FISHERY: 228. MINING: 229. CONSTRUCTION: 230. MANUFACTURING: 231. TRANSPORTATION: 232. ENERGY: 233. WATER: 234. AIR: 235. SOIL: 236. CLIMATE: 237. WEATHER: 238. EARTHQUAKES: 239. TORNADOES: 240. HURRICANES: 241. DROUGHTS: 242. FLOODS: 243. FIRES: 244. PESTS: 245. DISEASES: 246. ZOOLOGICAL: 247. BOTANICAL: 248. GEOLOGICAL: 249. METEOROLOGICAL: 250. ASTRONOMICAL: 251. COSMOLOGICAL: 252. PHYSICAL: 253. CHEMICAL: 254. BIOLOGICAL: 255. MEDICAL: 256. VETERINARY: 257. AGRICULTURAL: 258. FORESTRY: 259. FISHERY: 260. MINING: 261. CONSTRUCTION: 262. MANUFACTURING: 263. TRANSPORTATION: 264. ENERGY: 265. WATER: 266. AIR: 267. SOIL: 268. CLIMATE: 269. WEATHER: 270. EARTHQUAKES: 271. TORNADOES: 272. HURRICANES: 273. DROUGHTS: 274. FLOODS: 275. FIRES: 276. PESTS: 277. DISEASES: 278. ZOOLOGICAL: 279. BOTANICAL: 280. GEOLOGICAL: 281. METEOROLOGICAL: 282. ASTRONOMICAL: 283. COSMOLOGICAL: 284. PHYSICAL: 285. CHEMICAL: 286. BIOLOGICAL: 287. MEDICAL: 288. VETERINARY: 289. AGRICULTURAL: 290. FORESTRY: 291. FISHERY: 292. MINING: 293. CONSTRUCTION: 294. MANUFACTURING: 295. TRANSPORTATION: 296. ENERGY: 297. WATER: 298. AIR: 299. SOIL: 300. CLIMATE: 301. WEATHER: 302. EARTHQUAKES: 303. TORNADOES: 304. HURRICANES: 305. DROUGHTS: 306. FLOODS: 307. FIRES: 308. PESTS: 309. DISEASES: 310. ZOOLOGICAL: 311. BOTANICAL: 312. GEOLOGICAL: 313. METEOROLOGICAL: 314. ASTRONOMICAL: 315. COSMOLOGICAL: 316. PHYSICAL: 317. CHEMICAL: 318. BIOLOGICAL: 319. MEDICAL: 320. VETERINARY: 321. AGRICULTURAL: 322. FORESTRY: 323. FISHERY: 324. MINING: 325. CONSTRUCTION: 326. MANUFACTURING: 327. TRANSPORTATION: 328. ENERGY: 329. WATER: 330. AIR: 331. SOIL: 332. CLIMATE: 333. WEATHER: 334. EARTHQUAKES: 335. TORNADOES: 336. HURRICANES: 337. DROUGHTS: 338. FLOODS: 339. FIRES: 340. PESTS: 341. DISEASES: 342. ZOOLOGICAL: 343. BOTANICAL: 344. GEOLOGICAL: 345. METEOROLOGICAL: 346. ASTRONOMICAL: 347. COSMOLOGICAL: 348. PHYSICAL: 349. CHEMICAL: 350. BIOLOGICAL: 351. MEDICAL: 352. VETERINARY: 353. AGRICULTURAL: 354. FORESTRY: 355. FISHERY: 356. MINING: 357. CONSTRUCTION: 358. MANUFACTURING: 359. TRANSPORTATION: 360. ENERGY: 361. WATER: 362. AIR: 363. SOIL: 364. CLIMATE: 365. WEATHER: 366. EARTHQUAKES: 367. TORNADOES: 368. HURRICANES: 369. DROUGHTS: 370. FLOODS: 371. FIRES: 372. PESTS: 373. DISEASES: 374. ZOOLOGICAL: 375. BOTANICAL: 376. GEOLOGICAL: 377. METEOROLOGICAL: 378. ASTRONOMICAL: 379. COSMOLOGICAL: 380. PHYSICAL: 381. CHEMICAL: 382. BIOLOGICAL: 383. MEDICAL: 384. VETERINARY: 385. AGRICULTURAL: 386. FORESTRY: 387. FISHERY: 388. MINING: 389. CONSTRUCTION: 390. MANUFACTURING: 391. TRANSPORTATION: 392. ENERGY: 393. WATER: 394. AIR: 395. SOIL: 396. CLIMATE: 397. WEATHER: 398. EARTHQUAKES: 399. TORNADOES: 400. HURRICANES: 401. DROUGHTS: 402. FLOODS: 403. FIRES: 404. PESTS: 405. DISEASES: 406. ZOOLOGICAL: 407. BOTANICAL: 408. GEOLOGICAL: 409. METEOROLOGICAL: 410. ASTRONOMICAL: 411. COSMOLOGICAL: 412. PHYSICAL: 413. CHEMICAL: 414. BIOLOGICAL: 415. MEDICAL: 416. VETERINARY: 417. AGRICULTURAL: 418. FORESTRY: 419. FISHERY: 420. MINING: 421. CONSTRUCTION: 422. MANUFACTURING: 423. TRANSPORTATION: 424. ENERGY: 425. WATER: 426. AIR: 427. SOIL: 428. CLIMATE: 429. WEATHER: 430. EARTHQUAKES: 431. TORNADOES: 432. HURRICANES: 433. DROUGHTS: 434. FLOODS: 435. FIRES: 436. PESTS: 437. DISEASES: 438. ZOOLOGICAL: 439. BOTANICAL: 440. GEOLOGICAL: 441. METEOROLOGICAL: 442. ASTRONOMICAL: 443. COSMOLOGICAL: 444. PHYSICAL: 445. CHEMICAL: 446. BIOLOGICAL: 447. MEDICAL: 448. VETERINARY: 449. AGRICULTURAL: 450. FORESTRY: 451. FISHERY: 452. MINING: 453. CONSTRUCTION: 454. MANUFACTURING: 455. TRANSPORTATION: 456. ENERGY: 457. WATER: 458. AIR: 459. SOIL: 460. CLIMATE: 461. WEATHER: 462. EARTHQUAKES: 463. TORNADOES: 464. HURRICANES: 465. DROUGHTS: 466. FLOODS: 467. FIRES: 468. PESTS: 469. DISEASES: 470. ZOOLOGICAL: 471. BOTANICAL: 472. GEOLOGICAL: 473. METEOROLOGICAL: 474. ASTRONOMICAL: 475. COSMOLOGICAL: 476. PHYSICAL: 477. CHEMICAL: 478. BIOLOGICAL: 479. MEDICAL: 480. VETERINARY: 481. AGRICULTURAL: 482. FORESTRY: 483. FISHERY: 484. MINING: 485. CONSTRUCTION: 486. MANUFACTURING: 487. TRANSPORTATION: 488. ENERGY: 489. WATER: 490. AIR: 491. SOIL: 492. CLIMATE: 493. WEATHER: 494. EARTHQUAKES: 495. TORNADOES: 496. HURRICANES: 497. DROUGHTS: 498. FLOODS: 499. FIRES: 500. PESTS: 501. DISEASES: 502. ZOOLOGICAL: 503. BOTANICAL: 504. GEOLOGICAL: 505. METEOROLOGICAL: 506. ASTRONOMICAL: 507. COSMOLOGICAL: 508. PHYSICAL: 509. CHEMICAL: 510. BIOLOGICAL: 511. MEDICAL: 512. VETERINARY: 513. AGRICULTURAL: 514. FORESTRY: 515. FISHERY: 516. MINING: 517. CONSTRUCTION: 518. MANUFACTURING: 519. TRANSPORTATION: 520. ENERGY: 521. WATER: 522. AIR: 523. SOIL: 524. CLIMATE: 525. WEATHER: 526. EARTHQUAKES: 527. TORNADOES: 528. HURRICANES: 529. DROUGHTS: 530. FLOODS: 531. FIRES: 532. PESTS: 533. DISEASES: 534. ZOOLOGICAL: 535. BOTANICAL: 536. GEOLOGICAL: 537. METEOROLOGICAL: 538. ASTRONOMICAL: 539. COSMOLOGICAL: 540. PHYSICAL: 541. CHEMICAL: 542. BIOLOGICAL: 543. MEDICAL: 544. VETERINARY: 545. AGRICULTURAL: 546. FORESTRY: 547. FISHERY: 548. MINING: 549. CONSTRUCTION: 550. MANUFACTURING: 551. TRANSPORTATION: 552. ENERGY: 553. WATER: 554. AIR: 555. SOIL: 556. CLIMATE: 557. WEATHER: 558. EARTHQUAKES: 559. TORNADOES: 560. HURRICANES: 561. DROUGHTS: 562. FLOODS: 563. FIRES: 564. PESTS: 565. DISEASES: 566. ZOOLOGICAL: 567. BOTANICAL: 568. GEOLOGICAL: 569. METEOROLOGICAL: 570. ASTRONOMICAL: 571. COSMOLOGICAL: 572. PHYSICAL: 573. CHEMICAL: 574. BIOLOGICAL: 575. MEDICAL: 576. VETERINARY: 577. AGRICULTURAL: 578. FORESTRY: 579. FISHERY: 580. MINING: 581. CONSTRUCTION: 582. MANUFACTURING: 583. TRANSPORTATION: 584. ENERGY: 585. WATER: 586. AIR: 587. SOIL: 588. CLIMATE: 589. WEATHER: 590. EARTHQUAKES: 591. TORNADOES: 592. HURRICANES: 593. DROUGHTS: 594. FLOODS: 595. FIRES: 596. PESTS: 597. DISEASES: 598. ZOOLOGICAL: 599. BOTANICAL: 600. GEOLOGICAL: 601. METEOROLOGICAL: 602. ASTRONOMICAL: 603. COSMOLOGICAL: 604. PHYSICAL: 605. CHEMICAL: 606. BIOLOGICAL: 607. MEDICAL: 608. VETERINARY: 609. AGRICULTURAL: 610. FORESTRY: 611. FISHERY: 612. MINING: 613. CONSTRUCTION: 614. MANUFACTURING: 615. TRANSPORTATION: 616. ENERGY: 617. WATER: 618. AIR: 619. SOIL: 620. CLIMATE: 621. WEATHER: 622. EARTHQUAKES: 623. TORNADOES: 624. HURRICANES: 625. DROUGHTS: 626. FLOODS: 627. FIRES: 628. PESTS: 629. DISEASES: 630. ZOOLOGICAL: 631. BOTANICAL: 632. GEOLOGICAL: 633. METEOROLOGICAL: 634. ASTRONOMICAL: 635. COSMOLOGICAL: 636. PHYSICAL: 637. CHEMICAL: 638. BIOLOGICAL: 639. MEDICAL: 640. VETERINARY: 641. AGRICULTURAL: 642. FORESTRY: 643. FISHERY: 644. MINING: 645. CONSTRUCTION: 646. MANUFACTURING: 647. TRANSPORTATION: 648. ENERGY: 649. WATER: 650. AIR: 651. SOIL: 652. CLIMATE: 653. WEATHER: 654. EARTHQUAKES: 655. TORNADOES: 656. HURRICANES: 657. DROUGHTS: 658. FLOODS: 659. FIRES: 660. PESTS: 661. DISEASES: 662. ZOOLOGICAL: 663. BOTANICAL: 664. GEOLOGICAL: 665. METEOROLOGICAL: 666. ASTRONOMICAL: 667. COSMOLOGICAL: 668. PHYSICAL: 669. CHEMICAL: 670. BIOLOGICAL: 671. MEDICAL: 672. VETERINARY: 673. AGRICULTURAL: 674. FORESTRY: 675. FISHERY: 676. MINING: 677. CONSTRUCTION: 678. MANUFACTURING: 679. TRANSPORTATION: 680. ENERGY: 681. WATER: 682. AIR: 683. SOIL: 684. CLIMATE: 685. WEATHER: 686. EARTHQUAKES: 687. TORNADOES: 688. HURRICANES: 689. DROUGHTS: 690. FLOODS: 691. FIRES: 692. PESTS: 693. DISEASES: 694. ZOOLOGICAL: 695. BOTANICAL: 696. GEOLOGICAL: 697. METEOROLOGICAL: 698. ASTRONOMICAL: 699. COSMOLOGICAL: 700. PHYSICAL: 701. CHEMICAL: 702. BIOLOGICAL: 703. MEDICAL: 704. VETERINARY: 705. AGRICULTURAL: 706. FORESTRY: 707. FISHERY: 708. MINING: 709. CONSTRUCTION: 710. MANUFACTURING: 711. TRANSPORTATION: 712. ENERGY: 713. WATER: 714. AIR: 715. SOIL: 716. CLIMATE: 717. WEATHER: 718. EARTHQUAKES: 719. TORNADOES: 720. HURRICANES: 721. DROUGHTS: 722. FLOODS: 723. FIRES: 724. PESTS: 725. DISEASES: 726. ZOOLOGICAL: 727. BOTANICAL: 728. GEOLOGICAL: 729. METEOROLOGICAL: 730. ASTRONOMICAL: 731. COSMOLOGICAL: 732. PHYSICAL: 733. CHEMICAL: 734. BIOLOGICAL: 735. MEDICAL: 736. VETERINARY: 737. AGRICULTURAL: 738. FORESTRY: 739. FISHERY: 740. MINING: 741. CONSTRUCTION: 742. MANUFACTURING: 743. TRANSPORTATION: 744. ENERGY: 745. WATER: 746. AIR: 747. SOIL: 748. CLIMATE: 749. WEATHER: 750. EARTHQUAKES: 751. TORNADOES: 752. HURRICANES: 753. DROUGHTS: 754. FLOODS: 755. FIRES: 756. PESTS: 757. DISEASES: 758. ZOOLOGICAL: 759. BOTANICAL: 760. GEOLOGICAL: 761. METEOROLOGICAL: 762. ASTRONOMICAL: 763. COSMOLOGICAL: 764. PHYSICAL: 765. CHEMICAL: 766. BIOLOGICAL: 767. MEDICAL: 768. VETERINARY: 769. AGRICULTURAL: 770. FORESTRY: 771. FISHERY: 772. MINING: 773. CONSTRUCTION: 774. MANUFACTURING: 775. TRANSPORTATION: 776. ENERGY: 777. WATER: 778. AIR: 779. SOIL: 780. CLIMATE: 781. WEATHER: 782. EARTHQUAKES: 783. TORNADOES: 784. HURRICANES: 785. DROUGHTS: 786. FLOODS: 787. FIRES: 788. PESTS: 789. DISEASES: 790. ZOOLOGICAL: 791. BOTANICAL: 792. GEOLOGICAL: 793. METEOROLOGICAL: 794. ASTRONOMICAL: 795. COSMOLOGICAL: 796. PHYSICAL: 797. CHEMICAL: 798. BIOLOGICAL: 799. MEDICAL: 800. VETERINARY: 801. AGRICULTURAL: 802. FORESTRY: 803. FISHERY: 804. MINING: 805. CONSTRUCTION: 806. MANUFACTURING: 807. TRANSPORTATION: 808. ENERGY: 809. WATER: 810. AIR: 811. SOIL: 812. CLIMATE: 813. WEATHER: 814. EARTHQUAKES: 815. TORNADOES: 816. HURRICANES: 817. DROUGHTS: 818. FLOODS: 819. FIRES: 820. PESTS: 821. DISEASES: 822. ZOOLOGICAL: 823. BOTANICAL: 824. GEOLOGICAL: 825. METEOROLOGICAL: 826. ASTRONOMICAL: 827. COSMOLOGICAL: 828. PHYSICAL: 829. CHEMICAL: 830. BIOLOGICAL: 831. MEDICAL: 832. VETERINARY: 833. AGRICULTURAL: 834. FORESTRY: 835. FISHERY: 836. MINING: 837. CONSTRUCTION: 838. MANUFACTURING: 839. TRANSPORTATION: 840. ENERGY: 841. WATER: 842. AIR: 843. SOIL: 844. CLIMATE: 845. WEATHER: 846. EARTHQUAKES: 847. TORNADOES: 848. HURRICANES: 849. DROUGHTS: 850. FLOODS: 851. FIRES: 852. PESTS: 853. DISEASES: 854. ZOOLOGICAL: 855. BOTANICAL: 856. GEOLOGICAL: 857. METEOROLOGICAL: 858. ASTRONOMICAL: 859. COSMOLOGICAL: 860. PHYSICAL: 861. CHEMICAL: 862. BIOLOGICAL: 863. MEDICAL: 864. VETERINARY: 865. AGRICULTURAL: 866. FORESTRY: 867. FISHERY: 868. MINING: 869. CONSTRUCTION: 870. MANUFACTURING: 871. TRANSPORTATION: 872. ENERGY: 873. WATER: 874. AIR: 875. SOIL: 876. CLIMATE: 877. WEATHER: 878. EARTHQUAKES: 879. TORNADOES: 880. HURRICANES: 881. DROUGHTS: 882. FLOODS: 883. FIRES: 884. PESTS: 885. DISEASES: 886. ZOOLOGICAL: 887. BOTANICAL: 888. GEOLOGICAL: 889. METEOROLOGICAL: 890. ASTRONOMICAL: 891. COSMOLOGICAL: 892. PHYSICAL: 893. CHEMICAL: 894. BIOLOGICAL: 895. MEDICAL: 896. VETERINARY: 897. AGRICULTURAL: 898. FORESTRY: 899. FISHERY: 900. MINING: 901. CONSTRUCTION: 902. MANUFACTURING: 903. TRANSPORTATION: 904. ENERGY: 905. WATER: 906. AIR: 907. SOIL: 908. CLIMATE: 909. WEATHER: 910. EARTHQUAKES: 911. TORNADOES: 912. HURRICANES: 913. DROUGHTS: 914. FLOODS: 915. FIRES: 916. PESTS: 917. DISEASES: 918. ZOOLOGICAL: 919. BOTANICAL: 920. GEOLOGICAL: 921. METEOROLOGICAL: 922. ASTRONOMICAL: 923. COSMOLOGICAL: 924. PHYSICAL: 925. CHEMICAL: 926. BIOLOGICAL: 927. MEDICAL: 928. VETERINARY: 929. AGRICULTURAL: 930. FORESTRY: 931. FISHERY: 932. MINING: 933. CONSTRUCTION: 934. MANUFACTURING: 935. TRANSPORTATION: 936. ENERGY: 937. WATER: 938. AIR: 939. SOIL: 940. CLIMATE: 941. WEATHER: 942. EARTHQUAKES: 943. TORNADOES: 944. HURRICANES: 945. DROUGHTS: 946. FLOODS: 947. FIRES: 948. PESTS: 949. DISEASES: 950. ZOOLOGICAL: 951. BOTANICAL: 952. GEOLOGICAL: 953. METEOROLOGICAL: 954. ASTRONOMICAL: 955. COSMOLOGICAL: 956. PHYSICAL: 957. CHEMICAL: 958. BIOLOGICAL: 959. MEDICAL: 960. VETERINARY: 961. AGRICULTURAL: 962. FORESTRY: 963. FISHERY: 964. MINING: 965. CONSTRUCTION: 966. MANUFACTURING: 967. TRANSPORTATION: 968. ENERGY: 969. WATER: 970. AIR: 971. SOIL: 972. CLIMATE: 973. WEATHER: 974. EARTHQUAKES: 975. TORNADOES: 976. HURRICANES: 977. DROUGHTS: 978. FLOODS: 979. FIRES: 980. PESTS: 981. DISEASES: 982. ZOOLOGICAL: 983. BOTANICAL: 984. GEOLOGICAL: 985. METEOROLOGICAL: 986. ASTRONOMICAL: 987. COSMOLOGICAL: 988. PHYSICAL: 989. CHEMICAL: 990. BIOLOGICAL: 991. MEDICAL: 992. VETERINARY: 993. AGRICULTURAL: 994. FORESTRY: 995. FISHERY: 996. MINING: 997. CONSTRUCTION: 998. MANUFACTURING: 999. TRANSPORTATION: 1000. ENERGY: 1001. WATER: 1002. AIR: 1003. SOIL: 1004. CLIMATE: 1005. WEATHER: 1006. EARTHQUAKES: 1007. TORNADOES: 1008. HURRICANES: 1009. DROUGHTS: 1010. FLOODS: 1011. FIRES: 1012. PESTS: 1013. DISEASES: 1014. ZOOLOGICAL: 1015. BOTANICAL: 1016. GEOLOGICAL: 1017. METEOROLOGICAL: 1018. ASTRONOMICAL: 1019. COSMOLOGICAL: 1020. PHYSICAL: 1021. CHEMICAL: 1022. BIOLOGICAL: 1023. MEDICAL: 1024. VETERINARY: 1025. AGRICULTURAL: 1026. FORESTRY: 1027. FISHERY: 1028. MINING: 1029. CONSTRUCTION: 1030. MANUFACTURING: 1031. TRANSPORTATION: 1032. ENERGY: 1033. WATER: 1034. AIR: 1035. SOIL: 1036. CLIMATE: 1037. WEATHER: 1038. EARTHQUAKES: 1039. TORNADOES: 1040. HURRICANES: 1041. DROUGHTS: 1042. FLOODS: 1043. FIRES: 1044. PESTS: 1045. DISEASES: 1046. ZOOLOGICAL: 1047. BOTANICAL: 1048. GEOLOGICAL: 1049. METEOROLOGICAL: 1050. ASTRONOMICAL: 1051. COSMOLOGICAL: 1052. PHYSICAL: 1053. CHEMICAL: 1054. BIOLOGICAL: 1055. MEDICAL: 1056. VETERINARY: 1057. AGRICULTURAL: 1058. FORESTRY: 1059. FISHERY: 1060. MINING: 1061. CONSTRUCTION: 1062. MANUFACTURING: 1063. TRANSPORTATION: 1064. ENERGY: 1065. WATER: 1066. AIR: 1067. SOIL: 1068. CLIMATE: 1069. WEATHER: 1070. EARTHQUAKES: 1071. TORNADOES: 1072. HURRICANES: 1073. DROUGHTS: 1074. FLOODS: 1075. FIRES: 1076. PESTS: 1077. DISEASES: 1078. ZOOLOGICAL: 1079. BOTANICAL: 1080. GEOLOGICAL: 1081. METEOROLOGICAL: 1082. ASTRONOMICAL: 1083. COSMOLOGICAL: 1084. PHYSICAL: 1085. CHEMICAL: 1086. BIOLOGICAL: 1087. MEDICAL: 1088. VETERINARY: 1089. AGRICULTURAL: 1090. FORESTRY: 1091. FISHERY: 1092. MINING: 1093. CONSTRUCTION: 1094. MANUFACTURING: 1095. TRANSPORTATION: 1096. ENERGY: 1097. WATER: 1098. AIR: 1099. SOIL: 1100. CLIMATE: 1101. WEATHER: 1102. EARTHQUAKES: 1103. TORNADOES: 1104. HURRICANES: 1105. DROUGHTS: 1106. FLOODS: 1107. FIRES: 1108. PESTS: 1109. DISEASES: 1110. ZOOLOGICAL: 1111. BOTANICAL: 1112. GEOLOGICAL: 1113. METEOROLOGICAL: 1114. ASTRONOMICAL: 1115. COSMOLOGICAL: 1116. PHYSICAL: 1117. CHEMICAL: 1118. BIOLOGICAL: 1119. MEDICAL: 1120. VETERINARY: 1121. AGRICULTURAL: 1122. FORESTRY: 1123. FISHERY: 1124. MINING: 1125. CONSTRUCTION: 1126. MANUFACTURING: 1127. TRANSPORTATION: 1128. ENERGY: 1129. WATER: 1130. AIR: 1131. SOIL: 1132. CLIMATE: 1133. WEATHER: 1134. EARTHQUAKES: 1135. TORNADOES: 1136. HURRICANES: 1137. DROUGHTS: 1138. FLOODS: 1139. FIRES: 1140. PESTS: 1141. DISEASES: 1142. ZOOLOGICAL

TOWN OF JUPITER
2025 Appointments to the Town's Boards and Committees, and Countywide Organizations.



DATE	June 17, 2025
TO	Honorable Mayor and Members of Town Council
THRU	Frank Kitzerow, Town Manager
FROM	Stephanie Proffer, Deputy Town Clerk
SUBJECT	Council Appointments to the Town Boards and Committees, and Countywide Organizations

EXECUTIVE SUMMARY

Staff is requesting Town Council to appoint or reappoint expired or vacant member terms for the various Town Boards and Committees.

ANALYSIS

- **Art Committee** - Appointments to be made are: 3 Vacant Members; 2 Vacant Alternate Members.
- **Audit Committee** - Appointments to be made are: 4 Committee Members; 1 Vacant Committee Member.
- **Beach Committee** - Appointments to be made are: 5 Committee Members; 1 At- Large Member; 2 Alternate Members; 1 Vacant Alternate Member.
- **Construction Board of Adjustments and Appeals** - Appointments to be made are: 2 Board Members (1 Plumbing and 1 Building).
- **Environmental Task Force** – Appointments to be made are: 4 Task Force Members*; 1 Vacant Task Force Members*, 2 At Large Task Force Members, 2 Alternate Task Force Members.
- **Historic Resources Board** – Appointments to be made are: 2 Board Members; 1 Alternate Member; 1 Vacant Alternate Member.
- **Planning and Zoning Commission** – Appointments to be made are: 4 Commission Members*; 2 At Large Members; and 2 Alternate Members.
- **Police Pension Board** - Appointments to be made are: 2 Board Members.
- **Countywide Organizations** – Appointments to be made are: 6 Boards.

*NOTE: Members of the Beach Committee, Environmental Task Force, and Planning and Zoning Commission serve at the pleasure of the Council and the positions are reconsidered every year.

The Town Clerk's Department recruited applicants through the Town's website, social media posts, emails to residents, and postings throughout Town Hall.

Under separate cover:

Current Membership List and applications, Expired Term Members Form, Council worksheet/notes, Committee recommendation (if applicable), Qualified Interested Applicants list, Qualified Interested Applications.

STRATEGIC PRIORITY

- Town Communication

ATTACHMENTS

1. Boards and Committee Summary 2025
2. Boards and Committee Appointments 2025 Worksheets

FUNDING SOURCE

*Funding is not necessary for this request.

For more information or to request attachments, please contact the Town Clerk's office at TownClerk@jupiter.fl.us or 561-741-2752.



Town of Jupiter – Boards and Committees

Summary of Boards and Committees

The Town of Jupiter has several advisory boards and committees which are appointed by the Town Council. If you would like to volunteer and serve as a member of one of the following boards, please [complete the online application](#). All Town of Jupiter Boards and Committees members are required to view the Palm Beach County Code of Ethics one-hour long video prior to serving. The training requirement can be found on the web on the [Ethics Training web page](#). Appointments are tentatively scheduled yearly in April; applications are due February 7, 2025 for the April 2025 appointments however, applications are accepted throughout the year and will be kept on file until the following years appointments. For more information, contact the Town Clerk's office, at 741-2752 or TownClerk@jupiter.fl.us.

Art Committee

To promote, encourage, facilitate and cause the enhancement and beautification of Town Hall and other municipal buildings through the exhibition of works of art, either through loan or purchase; to foster the appreciation and interest in arts in the greater Jupiter area; to evaluate donations of all forms of art work for municipal buildings in the Town of Jupiter and make recommendations to Town Council for approval of the selected work; and to coordinate all approved plans, themes, exhibitions, and activities with the Town Manager who shall be responsible for the execution of the Committee's direction as approved by the Town Council.

Residency Requirements:	No residency requirements to serve.
Membership:	Twelve (12) regular members and three (3) alternate members, staggered three (3) year terms appointed At Large. The membership of the Committee shall include individuals possessing artistic skills in one or more of the following areas: Painter; Sculptor; Photography; Weaving; Stained Glass; Architecture; Interior Design; Mobiles; and Art Appreciation.
Meeting Date:	The Committee meets the third Monday of the month at 6:00 P.M.
Staff Liaison:	Satu Oksanen, Neighbourhood Services Manager
Attendance:	Members of this Board not in attendance at 50% of the regularly scheduled meetings and at art opening exhibitions that seat shall be declared vacant and Town Council requested to fill it from a recommended list of applicants. There would be no excused absences.

Audit Committee

Provide the Town Council advice and recommendations in matters relating to the Town's audited financial statements

Residency Requirements:	Only Town residents may serve.
Membership:	Five members shall be residents of the Town that have particular experience in public accounting or experience managing the activities of annual financial audit for businesses or other governmental agency, or other appropriate experience. Members serve one-year terms
Meeting Date:	The Committee can meet up to three times a year pre and post audit. Meetings start at 4:00 p.m. and are held in the Town Council Chambers.
Staff Liaison:	Scott Reynolds, Director of Finance Dawn Clark, Assistant Finance Director

Beach Committee

To make recommendations to the Town Council regarding making the Jupiter beach areas more attractive, physically healthier, and accessible to the citizens and residents of the Town of Jupiter and the general public. In addition, the Committee may make recommendations to the Jupiter Local Planning Agency and Town Council concerning the Comprehensive Plan and its implementation.

Residency Requirements:	Only Town residents may serve. Property Owners or Business Operators may serve.
Membership:	Five (5) individual Council appointees; two (2) At Large and four (4) Alternate members serving two-year terms. The Committee members shall select one of its members to serve as Chairman of the Meetings and a Vice Chairman to chair meetings in the absence of the Chairman. The Chairman may only serve two (2) consecutive years.
Meeting Date:	The Committee meets quarterly.
Staff Liaison:	Stephanie Proffer, Deputy Town Clerk

Construction Board of Adjustments & Appeals

The Board shall hear appeals concerning interpretations and enforcement of the building and technical codes.

Membership:	Seven (7) members - staggered three (3) year terms appointed At large. The Board shall be composed of a registered architect; a registered engineer; a building contractor; an electrical contractor; a mechanical contractor; a plumbing contractor; and a roofing contractor.
Meeting Date:	The Board meets as needed.
Staff Liaison:	Roger Held, Director of Building Lilian Cain and Kyle Wekenmann, Recording Secretary

Environmental Taskforce

The purpose of the Task Force is to provide information and recommendations to the Town Council regarding tree preservation related to Town Code revisions and best practices, identify and address open spaces opportunities, and review the Town's Code and policies to recommend sustainability initiatives in the Town of Jupiter.

Membership:	Members of the Taskforce shall be Town of Jupiter residents with an interest in the environment; one (1) member with an environmental or scientific background and one (1) member a local business owner. Five (5) individual Council appointees; two (2) at-large members, and two (2) alternate members who shall be appointed by a majority of the membership of the Council.
Meeting Date:	The Taskforce shall meet on a quarterly basis at a minimum, or more frequently if deemed necessary.
Staff Liaison:	Ashley Reeves, Natural Resources Coordinator

Historic Resource Board

To promote the preservation and conservation of historic and archaeological resources. Board responsibilities include approving certificates of appropriateness for historically designated properties, archaeological certificates to dig and Florida Historical Marker applications. In addition, the Board makes recommendations to the Town Council regarding Comprehensive Plan and Zoning Code text amendments to historic and archaeological preservation regulations, applications for historic designation, demolition permits for historically designated structures, and nominations of properties to the National Register of Historic Places.

Membership:	Town residents and non-residents of the Town may serve, provided that a majority of membership shall be Town residents. The Board shall consist of five regular members and two alternate members, designated as the first alternate and the second alternate. Each member of the Council shall be entitled to appoint a regular member, who shall serve at the pleasure of the member of the Council who makes the appointment. The two alternate members shall be appointed by a majority vote of the Town Council. Members of the Board shall have professional experience and/or higher educational degrees in the disciplines of history, architecture, landscape architecture, architectural history, archaeology, planning, or other professional experience or degrees in related disciplines such as American Studies, American civilization, cultural geography, cultural anthropology, or American history. Two members of the Board may be filled by individuals that do not meet the educational or professional experience requirements set forth above, provided they demonstrate a special interest, or knowledge of, the town's history. All applicants for positions on the Board shall submit sufficient information to demonstrate their educational or professional experience and qualifications which is relevant to demonstrating that they meet the qualifications established herein. A majority of the membership of the Board shall be residents of the town. However, the Town Council may appoint one member of the Board who is not a resident of the town, provided they have the professional or educational qualifications and/or experience requirements recited hereinabove.
Meeting Date:	The Board meets the third Monday of the month at 6:00 P.M.
Staff Liaison:	Stephanie Thoburn, Assistant Director of Planning and Zoning

Planning and Zoning Commission

The purpose of the Task Force is to provide information and recommendations to the Town Council regarding tree preservation related to Town Code revisions and best practices, identify and address open spaces opportunities, and review the Town's Code and policies to recommend sustainability initiatives in the Town of Jupiter.

Attendance:	Members of this Board may be removed by the Board for lack of attendance. Lack of attendance is defined as a failure to attend three (3) consecutive meetings without a valid excuse.
Membership:	Must be Town Resident, Registered Voter, and hold no other Town position or Town office. Five (5) individual Council appointees – staggered three-year terms; Two (2) At Large; a 1 st Alternate member and a 2 nd Alternate member – serving one (1) year terms. Members shall be knowledgeable concerning the functions of municipal government and interested in the furtherance and promotion of planning and zoning matters and municipal development in keeping with the health, safety and welfare of the citizens.
Meeting Date:	The Commission meets the 2 nd Tuesday of the month at 7:00 P.M.
Staff Liaison:	John Sickler, Director of Planning and Zoning Stephanie Thoburn, Assistant Director of Planning and Zoning

Council Worksheet/Notes

Art Committee

Suggested Member Names	Notes
<u>Alternates</u>	

Note:

Council Worksheet/Notes

Audit Committee

Suggested Member Names	Notes
<u>Alternates</u>	

Note:

Council Worksheet/Notes

Beach Committee

Suggested Member Names	Notes
<u>Alternates</u>	

Note:

Council Worksheet/Notes

Construction Board

Suggested Member Names	Notes
<u>Alternates</u>	

Note:

Council Worksheet/Notes

Environmental Task Force

Suggested Member Names	Notes
<u>Alternates</u>	

Note:

Council Worksheet/Notes

Historic Resources Board

Suggested Member Names	Notes
<u>Alternates</u>	

Note:

Council Worksheet/Notes

Planning and Zoning Commission

Suggested Member Names	Notes
<u>Alternates</u>	

Note: