

# VILLAGE OF NORTH PALM BEACH REGULAR SESSION AGENDA – REVISED

# VILLAGE HALL COUNCIL CHAMBERS 501 U.S. HIGHWAY 1

THURSDAY, JULY 14, 2022 7:00 PM

Deborah Searcy Mayor David B. Norris Vice Mayor Susan Bickel President Pro Tem Darryl C. Aubrey
Councilmember

Mark Mullinix Councilmember

Andrew D. Lukasik Village Manager

Leonard G. Rubin Village Attorney

Jessica Green Village Clerk

### **INSTRUCTIONS FOR "WATCH LIVE" MEETING**

To watch the meeting live please go to our website page (link provided below) and click the "Watch Live" link provided on the webpage:

https://www.village-npb.org/CivicAlerts.aspx?AID=496

**ROLL CALL** 

**INVOCATION - MAYOR** 

PLEDGE OF ALLEGIANCE - VICE MAYOR

AWARDS AND RECOGNITION

**APPROVAL OF MINUTES** 

COUNCIL BUSINESS MATTERS

#### STATEMENTS FROM THE PUBLIC, PETITIONS AND COMMUNICATIONS

Members of the public may address the Council concerning items on the Consent Agenda or any non agenda item under Statements from the Public. **Time Limit: 3 minutes** 

Members of the public who wish to speak on any item listed on the Regular Session or Workshop Session Agenda will be called on when the issue comes up for discussion. **Time Limit: 3 minutes** 

Anyone wishing to speak should complete a Public Comment Card (on the table at back of Council Chambers) and submit it to the Village Clerk prior to the beginning of the meeting.

#### **DECLARATION OF EX PARTE COMMUNICATIONS**

#### PUBLIC HEARINGS AND QUASI-JUDICIAL MATTERS

- 1. PUBLIC HEARING AND 2ND READING OF ORDINANCE 2022-12 CODE AMENDMENT THREE TIER ASSESSMENT STRUCTURE FOR SINGLE-FAMILY RESIDENTIAL PROPERTIES

  Consider a motion to adopt and enact on second reading Ordinance 2022-12 amending Chapter 30, "Stormwater Management Utility," of the Village Code of Ordinances by amending Section 30-6, "Stormwater Management Utility Assessments," to create three tiers for assessments imposed against improved single-family residential properties.
- PUBLIC HEARING AND 2ND READING OF ORDINANCE 2022-13 CODE AMENDMENT MEETINGS AND GATHERINGS AT PARKS, PLAYGROUNDS AND RECREATION Consider a motion to adopt and enact on second reading Ordinance 2022-13 amending Division 2, "Permit," of Article II, "Meetings and Gatherings," of Chapter 20, "Parks, Playgrounds and Recreation," of the Village Code of Ordinances by amending Section 20-31, "Permit Required," to increase the permit requirement threshold to twenty-five persons.

#### **CONSENT AGENDA**

The Consent Agenda is for the purpose of expediting issues of a routine or pro-forma nature. Councilmembers may remove any item from the Consent Agenda, which would automatically convey that item to the Regular Agenda for separate discussion and vote.

- 3. **RESOLUTION** Appointing Acting Village Manager Chuck Huff as the Village's Representative to the Governing Board of the Seacoast Utility Authority.
- 4. Receive for file Minutes of the Audit Committee meeting held 4/6/22.
- 5. Receive for file Minutes of the Environmental Committee meeting 5/2/22.
- Receive for file Minutes of the Recreation Advisory Board meeting held 5/10/22.
- Receive for file Minutes of the Library Advisory Board meeting held 5/19/22.
- 8. Receive for file Minutes of the Audit Committee meeting held 6/22/22.

#### OTHER VILLAGE BUSINESS MATTERS

- 9. RESOLUTION ONLINE PERMITTING, PLANNING, CODE ENFORCEMENT AND LICENSING SOFTWARE SOLUTION Consider a motion to adopt a resolution accepting a proposal from ICC Community Development Solutions, LLC, for an Online Permitting, Planning, Code Enforcement and Licensing Software Solution at a total cost in the first year of \$99,983; and authorizing execution of the Contract.
- 10. RESOLUTION FISCAL YEAR 2023 PROPERTY, CASUALTY AND WORKERS COMPENSATION INSURANCE Consider a motion to adopt a resolution accepting a proposal from First Florida Insurance Brokers to provide property, casualty and workers' compensation insurance through Public Risk Management for Fiscal Year 2023 at a total estimated annual cost of \$822,407; and authorizing Village Administration to take all actions necessary to implement such coverage.
- 11. RESOLUTION LANE REPURPOSING FOR U.S. HIGHWAY ONE Consider a motion to adopt a resolution approving Lane Repurposing for U.S. Highway One and the submittal of an application for formal review of the Lane Repurposing Project by the Florida Department of Transportation; and directing staff to pursue grant funding sources.
- **12. DISCUSSION** Code Amendments for Proposed Concepts for Twin Cities Mall Site.

# COUNCIL AND ADMINISTRATION MATTERS MAYOR AND COUNCIL MATTERS/REPORTS

#### VILLAGE MANAGER MATTERS/REPORTS

### REPORTS (SPECIAL COMMITTEES AND ADVISORY BOARDS)

#### **ADJOURNMENT**

If a person decides to appeal any decision by the Village Council with respect to any matter considered at the Village Council meeting, he will need a record of the proceedings, and for such purpose he 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 (F.S. 286.0105).

In accordance with the Americans with Disabilities Act, any person who may require special accommodation to participate in this meeting should contact the Village Clerk's office at 841-3355 at least 72 hours prior to the meeting date.

This agenda represents the tentative agenda for the scheduled meeting of the Village Council. Due to the nature of governmental duties and responsibilities, the Village Council reserves the right to make additions to, or deletions from, the items contained in this agenda.

# VILLAGE OF NORTH PALM BEACH VILLAGE MANAGER'S OFFICE

TO: Honorable Mayor and Members of the Village Council

FROM: Andrew D. Lukasik, Village Manager

DATE: July 14, 2022

SUBJECT: Ordinance 2<sup>nd</sup> Reading - Amendment of the Stormwater Utility Ordinance to include a

Three Tiered Utility Assessment for Single Family Residential Properties.

Due to concerns about the condition of the Village's aging stormwater system and the lack of funding available to address such concerns, the Village Council determined that it was necessary to establish a dedicated funding stream to address stormwater system needs. To that end, on July 8, 2021, the Village Council created a Stormwater Management Utility and a Stormwater Management Utility Fund and provided for the adoption of Stormwater Management Utility Assessments, to be levied by future Resolution against real property in the Village. Further, on September 8, 2021, the Village Council established a non-ad valorem assessment roll to fund stormwater system improvements.

During the September 8, 2021 hearing to establish the non-ad valorem assessment roll, the Village Council received comments from residents who questioned the equity of using a flat rate for all single family residential properties. Specifically, residents questioned the use of a flat fee for the single-family residential class when there are large and small parcels as well as greater amounts of pervious and impervious surfaces throughout the Village's residential neighborhoods. Village Council directed staff to reevaluate the fee levied on the single-family stormwater customer class to address the concerns raised by residents during the hearing.

On February 24, 2022, the Village Council approved an agreement with Hazen & Sawyer to develop options that will make distinctions between single-family parcels within the Village's stormwater assessment roll. On May 26, 2022, Hazen & Sawyer presented options regarding the stormwater utility rate methodology to produce greater equity amongst the Single Family Residential rate class. After discussion, the Village Council concurred with the recommendation to implement a three tier rate system based upon parcel size as described below:

|           | Tier 1 <sup>1</sup>          | 3,380 | 5,550 | 0.61 | \$7.78 | \$56.86  | 101       | \$5,743   |
|-----------|------------------------------|-------|-------|------|--------|----------|-----------|-----------|
| SFR Class | Tier 2 <sup>2</sup>          | 5,357 | 5,550 | 0.97 | \$7.78 | \$90.11  | 2,159     | \$194,553 |
|           | Tier 3 <sup>3</sup>          | 8,509 | 5,550 | 1.53 | \$7.78 | \$143.14 | 277       | \$39,651  |
|           | Estimated Scenario 3 Revenue |       |       |      |        |          | \$239,946 |           |

This SFR class fee structure maintains a stormwater utility rate that is almost the same as the rate charged in FY2022 for most Single Family Residential property owners, but allows a reduction or increase for those outliers with smaller or larger parcels respectively. Additionally, the revenue generated by this

<sup>&</sup>lt;sup>1</sup> Parcel area is less than or equal to 7,079 ft<sup>2</sup>.

<sup>&</sup>lt;sup>2</sup> Parcel area is greater than 7,079 ft<sup>2</sup> but less than 15,475 ft<sup>2</sup>.

<sup>&</sup>lt;sup>3</sup> Parcel area is greater than 15,475 ft<sup>2</sup>.

proposed rate structure will only be \$3,000 more than in FY2022 and does not result in an increase in administrative burden.

At its June 30, 2022 meeting, the Village Council unanimously adopted the Ordinance on first reading without modification.

### **Recommendation:**

Village staff recommends adoption of an Ordinance on second and final reading amending the Stormwater Utility Ordinance to include a Three-Tiered Utility Assessment for Single Family Residential Properties.

| 1        | ORDINANCE NO  |
|----------|---|
| 2        |   |
| 3        | AN ORDINANCE OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH   |
| 4        | PALM BEACH, FLORIDA, AMENDING CHAPTER 30, "STORMWATER   |
| 5        | MANAGEMENT UTILITY," OF THE VILLAGE CODE OF ORDINANCES BY   |
| 6        | AMENDING SECTION 30-6, "STORMWATER MANAGEMENT UTILITY   |
| 7        | ASSESSMENTS," TO CREATE THREE TIERS FOR ASSESSMENTS IMPOSED   |
| 8        | AGAINST IMPROVED SINGLE-FAMILY RESIDENTIAL PROPERTIES;  |
| 9        | PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY;   |
| 10       | PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.   |
| 11       |   |
| 12       | WHEREAS, through the adoption of Ordinance No. 2021-09 on July 8, 2021, the Village Council   |
| 13       | established a stormwater utility and provided for the collection of utility assessments against all   |
| 14       | developed property within the Village to fund the functions of the utility, including, but not limited to,  |
| 15       | the maintenance, planning, design, construction, regulation and inspection of stormwater facilities; and  |
| 16       | WHEREAS Section 20.6 of the William Code symmetry establishes the mothed of calculating the mote to   |
| 17<br>18 | WHEREAS, Section 30-6 of the Village Code currently establishes the method of calculating the rate to be assessed against individual properties based on land use type and assesses each improved single- |
| 19       | family residential property one equivalent residential unit (ERU) at a rate determined by resolution of   |
| 20       | the Village Council; and  |
| 21       | the vinage council, and   |
| 22       | WHEREAS, due to concerns regarding the perceived inequity of a single assessment for all improved   |
| 23       | single-family residential properties, the Village requested that its stormwater consultant investigate the  |
| 24       | variation of impervious area within the residential single-family classification and develop scenarios to   |
| 25       | more equitably assess such properties; and  |
| 26       |   |
| 27       | WHEREAS, having reviewed the results of the study, the Village Council wishes to adopt a three-tier   |
| 28       | assessment structure for single-family residential properties based on the total parcel area and determines   |
| 29       | that the adoption of this Ordinance is in the best interests of the residents of the Village of North Palm  |
| 30       | Beach.  |
| 31       | NOW THEREFORE DE IT ORDANIED BY THE VILLAGE COLDICIL OF THE VILLAGE OF  |
| 32       | NOW THEREFORE, BE IT ORDAINED BY THE VILLAGE COUNCIL OF THE VILLAGE OF  |
| 33       | NORTH PALM BEACH as follows:  |
| 34<br>35 | Section 1. The foregoing recitals are ratified as true and correct and are incorporated herein.   |
| 36       | Section 1. The foregoing fectials are faithed as true and correct and are incorporated herein.  |
| 37       | Section 2. The Village Council hereby amends Chapter 30, "Stormwater Management Utility," of  |
| 38       | the Village Code of Ordinances to read as follows (additional language is <u>underlined</u> and deleted   |
| 39       | language is stricken through):  |
| 40       |   |
| 41       | * * *   |
| 42       |   |
| 43       | Sec. 30-6. Stormwater Management Utility Assessments.   |
| 44       |   |
| 45       | (a) Stormwater management utility assessments are as currently established  |
| 46       | or as hereafter adopted by resolution of the Village Council from time to time to pay the   |
| 47       | costs of the stormwater management services provided by the Utility including, but not  |

limited to, administration, planning, design, permitting, construction, maintenance, regulation, inspection, and enforcement activities.

- (b) Stormwater management utility assessments shall be based on the cost of providing stormwater management services to types of property uses within the Village. The Village Council may revise the schedule of stormwater rates from time to time to reflect changes in the cost of providing such services.
- (c) The rates for the stormwater management utility assessments shall be according to the following types of land uses:

| Type of Land<br>Use  | Monthly Rate  | Annual Rate   |
|--|---|---|
| Single-family Residential (Parcel area is less than or equal to 7,079 sq.ft.)                    | ( <del>1.00</del> <u>0.61</u><br>ERU) x (per<br>ERU rate <sup>1</sup> ) | ( <del>1.00</del> <u>0.61</u><br>ERU) x (per<br>ERU rate) x 12            |
| Single-family Residential (Parcel area is greater than 7,079 sq.ft. but less than 15,475 sq.ft.) | (0.97 ERU) x<br>(per ERU<br>rate <sup>1</sup> )                         | (0.97 ERU) x<br>(per ERU rate)<br>x 12                                    |
| Single-family Residential (Parcel area is equal to or greater than 15,475 sq.ft.)                | (1.53 ERU) x<br>(per ERU<br>rate <sup>1</sup> )                         | (1.53 ERU) x<br>(per ERU rate)<br>x 12                                    |
| Condominium  | (0.22 ERU per residential unit) x (per ERU rate)                        | (0.22 ERU per<br>residential<br>unit) x (per<br>ERU rate) x 12            |
| Multifamily<br>Residential   | (1.00 ERU) x<br>(parcel IA /<br>5,550 sq.ft.) x<br>(per ERU rate)       | (1.00 ERU) x<br>(parcel IA /<br>5,550 sq.ft.) x<br>(per ERU rate)<br>x 12 |
| Nonresidential   | (1.00 ERU) x<br>(parcel IA /  | (1.00 ERU) x<br>(parcel IA /<br>5,550 sq.ft.) x                           |

|            |   | 5,550 sq.ft.) x               | (per ERU rate)                          |              |
|------------|---|-------------------------------|---|--------------|
|            |   | (per ERU rate)                | x 12                                    |              |
|            |   |                               |   |              |
|            | <sup>1</sup> The ERU rate shall be est                              | ablished by separate resoluti | on.                                     |              |
|            | (1)   |                               | 1 . 11                                  |              |
| .1         |   | ement assessments shall app   |   |              |
|            | Village that are benefited by the                                   |                               |   |              |
|            | owned or occupied by a nor  |                               | -                                       |              |
|            | erwise tax-exempt for ad valo                                       |                               |   |              |
|            | ter are exempt from the applic                                      |                               |   |              |
|            | blic schools are exempt from st<br>ing of the Circuit Court for the |                               |   |              |
|            | •   |                               | - · · · · · · · · · · · · · · · · · · · | ie           |
| cas        | e of The School Board of Palm                                       | Beach County v. City of we    | st Paim Beach.                          |              |
|            |   | * * *                         |   |              |
|            |   | • • •                         |   |              |
| Section 3. | The provisions of this Ora  | dinance shall become and b    | e made a part of the Co                 | de of the    |
|            | North Palm Beach, Florida.  | amance shan occome and o      | e made a part of the Coo                | ac or tile   |
| v mage of  | norm raim Deach, Florida.   |                               |   |              |
| Section 4. | If any section paragraph  | sentence, clause, phrase or   | word of this Ordinance i                | s for any    |
|            | d by a court of competent jurisd                                    | -                             |   | •            |
|            | ffect the remainder of this Ordi                                    |                               | , moperative of void, such              | ii iioidiiig |
| Shan not a | freet the remainder of this often                                   | nanec.                        |   |              |
| Section 5. | All ordinances or parts of  | ordinances and resolutions    | or parts of resolutions in              | n conflic    |
|            | re hereby repealed to the extent                                    |                               | 1                                       |              |
|            | J 1   |                               |   |              |
| Section 6. | This Ordinance shall take   | effect immediately upon ado   | ption.                                  |              |
| DI 1 000   |   | D. 177.00                     |   |              |
| PLACED     | ON FIRST READING THIS _   | DAY OF                        | , 2022.                                 |              |
| DI ACEDA   | ON SECOND, FINAL READIN   | NG AND DASSED THIS            | DAVOE                                   | ,2022        |
| FLACED     | ON SECOND, FINAL READII   | NO AND PASSED THIS            | DATOF                                   | , 2022       |
|            |   |                               |   |              |
| (Village S | eal)  |                               |   |              |
| ( v mage b | <i>cui)</i>   | MAYOR                         |   |              |
|            |   | 1.1111 011                    |   |              |
| ATTEST:    |   |                               |   |              |
|            |   |                               |   |              |
|            |   |                               |   |              |
| VI         | LLAGE CLERK   |                               |   |              |
|            |   |                               |   |              |
|            | ED AS TO FORM AND   |                               |   |              |
| LEGAL S    | UFFICIENCY:   |                               |   |              |
|            |   |                               |   |              |
|            | ATTONIUM  |                               |   |              |
| VILLAGE    | ATTORNEY  |                               |   |              |



# **Single-Family Residential Property Class Evaluation**

The Village has asked Hazen to further investigate the variation of impervious area within the Single Family Residential (SFR) classification and the possible correlation with other property attributes. The purpose of this is to evaluate the potential of improving rate structure equity by increasing granularity in this property classification. This investigation comes in response to the SFR rate structure assigning all properties (in the SFR classification) the same stormwater assessment based on one equivalent residential unit (the origin of which is the average impervious area of a statistically significant sample of hand-measured SFR parcels).

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### Introduction

In 2021 the Village of North Palm Beach (the Village), after conducting both a feasibility study and a stormwater utility management study, established and implemented a non-ad valorem assessment to operate and maintain its stormwater utility services. While the initial feasibility and rate studies analyzed the distribution of properties and their impervious area by customer class, analysis of property diversity was not conducted within the classes. Due to the rate structure established, single-family residential (SFR) properties were assessed one (1) equivalent residential unit (ERU). This ERU was developed by calculating the average impervious area (IA) based on a statistically significant sample of randomly selected and individually measured SFR parcels (132 out of 2,537).

Through the public notification and hearing process the Village learned of some concern regarding the perceived equity of the constant assessment for SFR properties. Previous to the non-ad valorem assessment, the Village funded stormwater utility needs from general fund revenues (largely ad-valorem taxes). This method of revenue generation was based on the value of the property, whereas a non-ad valorem assessment does not differentiate based on property value but some other measurement, in this case IA, relevant to the levy. This task will evaluate and summarize different measures of variation within the SFR customer class relevant to a parcel's impact on the stormwater system. This project is not scoped to manually measure all SFR properties within the Village, rather to investigate the variation of SFR property attributes (lot area, living area, etc.) as they relate to a statistically significant sample of manually measured impervious areas (IA) within the SFR property class.

# Methodology

As a statistically significant portion of the SFR properties were measured as part of the development of the ERU value in the Feasibility Study, these values were used in conjunction with Palm Beach County Property Appraiser (PBCPA) data and parcel GIS shapefiles for the 2021 tax year obtained from the Florida Department of Revenue (FDOR) website. These data were reviewed to determine if any of the collected metrics could relate to a SFR parcel's stormwater utility usage. In consultation with the Village the following variables, presented in order of increasing administrative complexity and cost, were selected for further examination and potential SFR ERU scenarios:

- Parcel Area
- Living Area
- Impervious Area

Each variable above was selected for its potential correlation with impervious area overall and evaluated using scatter plots and correlation. SFR parcels with measured IA were matched to their respective parcel area and total living area for correlation analysis to confirm the positive correlation assumption. Summary statistics and correlations were developed in Microsoft Excel using the Data Analysis add-in.

Once summary statistics were collected on the population (all SFR parcels), they were used to group the statistically significant samples of measured IA and their respective parcel areas or living areas into potential ERU distribution scenarios. These groups were determined by averaging the measured IA of the sample parcels within each potential parcel area or living area grouping as decided after analysis.

# **Analysis**

Summary statistics were produced to determine how closely the means and standard deviations matched between population and the measured IA sample parcels. Variables (parcel area, living area) were matched to their IA sample parcels, Table 1 shows summary statistics for the IA sample, SFR parcel size below:

Table 1: SFR Property Class Summary Statistics (ft²)

| Metric                   | Mean   | Median | Max    | Min   | Std.<br>Deviation | Sample<br>Size |
|--------------------------|--------|--------|--------|-------|-------------------|----------------|
| Impervious Area Sample   | 5,550  | 5,061  | 13,393 | 2,146 | 2,118             | 132            |
| SFR Parcel Size (sample) | 11,460 | 10,800 | 40,487 | 3,748 | 4,290             | 132            |
| SFR Parcel Size (all)    | 11,276 | 10,306 | 53,718 | 3,704 | 4,197             | 2,537          |

Within the SFR property class, IA varies greatly within the sample with a minimum of 2,146 and a maximum of 13,393 square feet (ft²) respectively. In addition to statistical significance, summary statistics between sample size and all SFR parcels were compared to ensure a representative sample. The smallest lots within the Village are approximately 3,700 square feet, but the average IA for the Village based on the sample is approximately 5,550 ft².

#### Parcel Area

Parcel Area is the area in square feet of a SFR parcel. It was assumed that parcel area would correlate positively with IA. The assumption was confirmed by plotting parcel areas with their respective matching measured IA values in Figure 1:

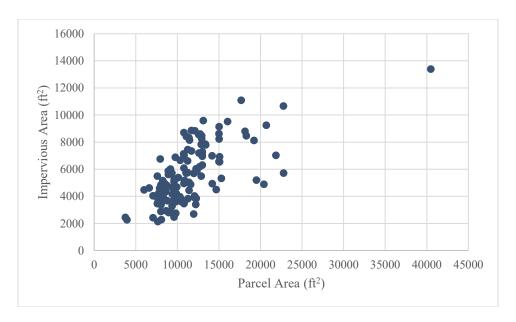


Figure 1: SFR Parcel Area and IA

Parcel area shows a strong positive correlation with IA. This approach to creating multiple tiers is also the least administratively burdensome because it utilizes data which is already a part of the PBCPA data collection process and can be automatically included in future tax rolls without any additional effort. Parcel area rarely changes and when it does, it will be updated by the property appraiser without any additional effort from the Village.

A cluster of SFR parcels within the sample skew towards the lower end (bottom left of blot) of the spectrum when it comes to IA as compared to total parcel square footage. This indicates that some alternative tier scenarios could be appropriately more equitable, particularly related to owners of smaller SFR properties. Any such scenarios should be developed with consideration of total revenue collected.

## **Total Living Area**

Total living area measures the livable area of a property. Total living area was obtained by summing the living area data set by parcel ID and joining it with the measured IA sample in GIS. Matches are approximate due to available data. Figure 2 shows a scatter plot with IA on the y-axis and total living area on the x-axis. While it is positively correlated with SFR IA, it is not as strong of a relationship as shown by parcel area in the preceding analysis based on parcel area.

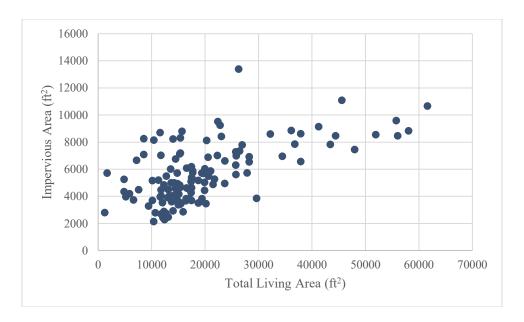


Figure 2: SFR Total Living Area and IA

It was also observed that it is possible to have a greater total living area than parcel area, which makes it hard to argue it is not counting space twice in buildings with multiple stories. Living area only measures the habitable area of a dwelling interior and may include vertical area (ex. two-story houses). Vertical living area could overrepresent the relationship to IA. Driveways, paved patios, garages and pool enclosures, which constitute a large portion of SFR property IA, are also excluded from the living area metric.

Advantages to this measurement include that it encompasses all livable area within a parcel, including potential extra buildings or development on the parcel. Disadvantages include that it will need to be updated annually to account for changes in property owner development in order to maintain consistency. Living area by parcel is not readily available and requires extra data processing to sum living area by parcel number and match it to the appropriate parcel location in GIS for quality assurance.

#### Impervious Area

Determining each parcel's unique IA is the most equitable way to determine a parcel's contribution to the stormwater utility system. Unfortunately, it is the most administratively burdensome and cost prohibitive. In order to implement a SFR stormwater assessment based on unique IA, every SFR parcel would need to be measured manually and updated annually. This includes the verification of IA against aerial imagery (or updating through building permit processes) to ensure properties adding or removing IA by way of permitted or unpermitted renovations or development are assessed correctly. This annual update also includes the repetition of the public notification process should parcels' rates change from the previous year. In addition, each property would have an individual/unique assessment rate which could spark debate among neighbors who perceive their impacts to be similar.

### **Scenarios**

While there is a correlation between total living area and IA, and unique IA is the most equitable option, they are not the most efficient when administrative burden and cost are considered. That said, there are other ways that this analysis can be applied to alleviate some of the perceived inequity. Given existing data, the most efficient way to group SFR parcels, other than by using a single ERU based on a statistically significant sample, is to group parcels statistically based on parcel area. It is impossible for a parcel to contain more IA than the parcel area, which may explain why the correlation between total living area and IA is positive but much weaker than the correlation between parcel area and IA. Due to weak correlation and the high administrative burden, living area was ruled out as a potential metric for grouping IA in favor of parcel area. Two potential parcel area driven scenarios are outlined below in addition to the scenario of measuring all SFR IA:

- Scenario 1: Manually Measured SFR IA
  - All SFR parcels are measured individually. This approach is not recommended based on the previously discussed administrative difficulties.
- Scenario 2: Parcel Area Driven Two-tier SFR
  - Small Tier All parcels with less than or equal to mean (less than or equal to 11,277 ft²)
     SFR parcel area are assigned an ERU that is equal to the average IA of measured sample parcels falling within the Small Tier divided by the ERU Unit (5,550 ft²).
  - Large Tier All parcels with greater than mean (greater than 11,277 ft²) SFR parcel area are assigned an ERU that is equal to the average IA of measured sample parcels falling within the Large Tier divided by the ERU Unit (5,550 ft²).
- Scenario 3: Parcel Area Driven Three-tier SFR
  - Small Tier All lots with less than or equal to mean SFR parcel area minus one standard deviation (less than or equal to 7,079 ft²) are assigned an ERU that is equal to the average IA of measured sample parcels falling within the Small Tier divided by the ERU Unit (5,550 ft²).
  - Medium Tier All lots within plus or minus one standard deviation of mean (greater than 7,079 ft² but less than 15,475 ft²) SFR parcel area are assigned an ERU that is equal to the average IA of measured sample parcels falling within the Medium Tier divided by the ERU Unit (5,550 ft²).
  - Large Tier All lots greater than plus one standard deviation (greater than or equal to 15,475 ft²) of mean SFR parcel area are assigned an ERU that is equal to the average IA of measured sample parcels falling within the Large Tier divided by the ERU Unit (5,550 ft²).

Table 2 below shows that the impact of reevaluating the ERU to match the average IA of the tiers described above redistributes the estimated annual revenue. While Scenario 2 would cause a revenue shortfall of \$3,780 annually compared to the Current Scenario, Scenario 3 would increase annual revenue by \$3,092.

Table 2: Parcel Area Driven Scenario Revenue Estimates with Added Tiers (ft²)

| Scenario            | Tier                         | Average<br>IA                      | ERU<br>Unit (ft²) | ERU<br>(Average<br>IA/ERU) | Rate<br>per<br>ERU | Annual<br>Cost per<br>Parcel | Parcel<br>Count | Estimated<br>Annual<br>Revenue |
|---------------------|------------------------------|------------------------------------|-------------------|----------------------------|--------------------|------------------------------|-----------------|--------------------------------|
| Current<br>Scenario | N/A                          | 5,550                              | 5,550             | 1.00                       | \$7.78             | \$93.36                      | 2,537           | \$236,854                      |
|                     |                              | Estimated Current Scenario Revenue |                   |                            |                    |                              |                 | \$236,854                      |
| Scenario 2          | Tier 1 <sup>1</sup>          | 4,525                              | 5,550             | 0.82                       | \$7.78             | \$76.12                      | 1,604           | \$122,095                      |
|                     | Tier 2 <sup>2</sup>          | 7,071                              | 5,550             | 1.27                       | \$7.78             | \$118.95                     | 933             | \$110,979                      |
|                     |                              | Estimated Scenario 2 Revenue       |                   |                            |                    |                              |                 |                                |
|                     | Tier 1 <sup>3</sup>          | 3,380                              | 5,550             | 0.61                       | \$7.78             | \$56.86                      | 101             | \$5,743                        |
| Scenario 3          | Tier 2 <sup>4</sup>          | 5,357                              | 5,550             | 0.97                       | \$7.78             | \$90.11                      | 2,159           | \$194,553                      |
|                     | Tier 3 <sup>5</sup>          | 8,509                              | 5,550             | 1.53                       | \$7.78             | \$143.14                     | 277             | \$39,651                       |
|                     | Estimated Scenario 3 Revenue |                                    |                   |                            |                    |                              | \$239,946       |                                |

<sup>&</sup>lt;sup>1</sup> Parcel area is less than or equal to 11,277 ft<sup>2</sup>.

<sup>&</sup>lt;sup>2</sup> Parcel area is greater than 11,277 ft<sup>2</sup>.

<sup>&</sup>lt;sup>3</sup> Parcel area is less than or equal to 7,079 ft<sup>2</sup>.

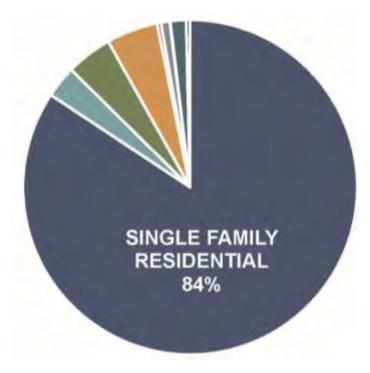
<sup>&</sup>lt;sup>4</sup> Parcel area is greater than 7,079 ft<sup>2</sup> but less than 15,475 ft<sup>2</sup>.

<sup>&</sup>lt;sup>5</sup> Parcel area is greater than 15,475 ft<sup>2</sup>.

# **Stormwater Utility Assessment Rate Structure**

- Created multiple property classifications
- Largest classification is SFR
  - All SFR parcels currently assessed at rate of one ERU
  - One ERU = 5,550 SF Impervious Area
- Village desires more granular approach to improve equity

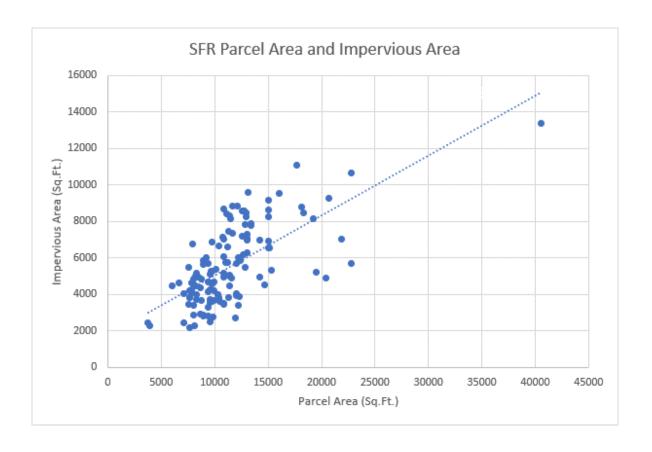




North Palm Beach Parcel Distribution by General Property Use Class

# Options considered for improved equity

- 1. Measure impervious area of all SFR parcels (eliminated based on administrative burden)
- 2. Create two or more "Tiers" based on parcels' runoff impact
  - Tiers based on correlation of Parcel Area to Impervious Area
  - Tiers based on correlation of Living Area to Impervious Area



# Results based on Parcel Area Tier Development

| Scenario            | Tier                               | Average<br>IA | Parcel Area<br>Size                                  | ERU<br>(Average<br>IA/ERU) | Annual<br>Cost per<br>Parcel | Parcel<br>Count | Estimated Annual<br>Revenue |
|---------------------|------------------------------------|---------------|--|----------------------------|------------------------------|-----------------|-----------------------------|
| Current<br>Scenario | N/A                                | 5,550         | N/A  | 1.00                       | \$93.36                      | 2,537           | \$236,854                   |
|                     | Estimated Current Scenario Revenue |               |  |                            |                              |                 | \$236,854                   |
| Scenario 2          | Tier 1                             | 4,525         | ≤ 11,277 ft <sup>2</sup>                             | 0.82                       | \$76.12                      | 1,604           | \$122,095                   |
|                     | Tier 2                             | 7,071         | > 11,277 ft <sup>2</sup>                             | 1.27                       | \$118.95                     | 933             | \$110,979                   |
|                     |                                    |               |  | Estimated                  | Scenario 2                   | \$233,074       |                             |
|                     | Tier 1                             | 3,380         | ≤ 7,079 ft²  | 0.61                       | \$56.86                      | 101             | \$5,743                     |
| Scenario 3          | Tier 2                             | 5,357         | > 7,079 ft <sup>2</sup> but ≤ 15,475 ft <sup>2</sup> | 0.97                       | \$90.11                      | 2,159           | \$194,553                   |
|                     | Tier 3                             | 8,509         | > 15,475 ft <sup>2</sup>                             | 1.53                       | \$143.14                     | 277             | \$39,651                    |
|                     | Estimated Scenario 3 Revenue       |               |  |                            |                              |                 | \$239,946                   |

ERU = 5,550 sf Rate per ERU = \$7.78

# VILLAGE OF NORTH PALM BEACH VILLAGE ATTORNEY'S OFFICE

TO: Honorable Mayor and Council

THRU: Andrew D. Lukasik, Village Manager

FROM: Leonard G. Rubin, Village Attorney

DATE: July 14, 2022

SUBJECT: **ORDINANCE 2<sup>nd</sup> Reading** – Amending Article II, "Meetings and Gatherings," of Chapter

20, "Parks, Playgrounds and Recreation," of the Village Code of Ordinances to increase

the permit requirement threshold for Village parks to 25 persons

At its meeting on June 9, 2022, the Village Council briefly discussed the Village Code requirement for permits within Village park and recreation areas. Section 20-31 of the Village Code of Ordinances currently provides as follows:

If a meeting, gathering or other assemblage for a common purpose, cause, activity or reason, in any park or recreation area, will involve an attendance of over ten (10) persons and is not a part of a scheduled program or activity either sponsored or officially recognized by the village, or participation or attendance in a sports event at an appropriately designated park area, the person responsible for or in charge of such meeting or gathering shall obtain a permit from the recreation director before participating or engaging in such activity in a park area.

The purpose of this requirement is to regulate the use of Village parks so as to ensure that large, organized activities do not impair the ability of Village residents and other members of the public from utilizing the Village's recreational facilities. Because smaller groups of ten to twenty persons are unlikely to negatively impact access to the parks, Village Staff recommended that the threshold for the permit requirement be raised to gatherings of over twenty persons.

At its June 30, 2022 meeting, the Village Council approved the Ordinance on first reading; however, the Council amended the proposed Ordinance to require a permit for gatherings of over twenty-five (25) persons (in lieu of twenty (20) persons).

There is no immediate fiscal impact.

The attached Ordinance has been prepared by this office and reviewed for legal sufficiency.

#### Recommendation:

Village Staff requests Council consideration and approval on second reading of the attached Ordinance amending Section 20-31 of the Village Code of Ordinances to increase the permit threshold for Village parks and recreation areas to gatherings of more than twenty-five (25) persons.

#### ORDINANCE NO. 1 2 3 AN ORDINANCE OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA, AMENDING DIVISION 2, "PERMIT," OF ARTICLE II, 4 "MEETINGS AND GATHERINGS," OF CHAPTER 20, "PARKS, PLAYGROUNDS 5 AND RECREATION," OF THE VILLAGE CODE OF ORDINANCES BY 6 AMENDING SECTION 20-31, "PERMIT REQUIRED," TO INCREASE THE 7 THRESHOLD TO TWENTY-FIVE PERMIT REOUIREMENT 8 PROVIDING FOR CODIFICATION; PROVIDING FOR 9 SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE. 10 11 WHEREAS, Section 20-31 of the Village Code of Ordinances currently requires that any gathering of 12 over ten persons within a Village park or recreation area that is not part of a scheduled program or activity 13 requires the organizer to obtain a permit; and 14 15 WHEREAS, the Village Council wishes to increase the permit threshold to gatherings of over twenty-16 five persons and determines that the adoption of this Ordinance is in the best interest of the residents of 17 the Village of North Palm Beach. 18 19 NOW THEREFORE, BE IT ORDAINED BY THE VILLAGE COUNCIL OF THE VILLAGE OF 20 NORTH PALM BEACH as follows: 21 22 23 Section 1. The foregoing recitals are ratified as true and correct and are incorporated herein. 24 25 The Village Council hereby amends Article II, "Meetings and Gatherings," of Chapter Section 2. 20, "Parks, Playgrounds and Recreation," of the Village Code of Ordinances by amending Division 2, 26 "Permit," to read as follows (additional language is underlined and deleted language is stricken through): 27 28 **DIVISION 2. PERMIT** 29 30 Sec. 20-31. Required. 31 32 If a meeting, gathering or other assemblage for a common purpose, cause, activity 33 or reason, in any park or recreation area, will involve an attendance of over ten (10) 34 twenty-five (25) persons and is not a part of a scheduled program or activity either 35 sponsored or officially recognized by the village, or participation or attendance in a sports 36 event at an appropriately designated park area, the person responsible for or in charge of 37 38 such meeting or gathering shall obtain a permit from the recreation director before

Sec. 20-32. Form.

39 40

41 42

43 44

45 46 The permit required by section 20-31 shall be in such form as may be established by the recreation director.

participating or engaging in such activity in a park area.

#### Sec. 20-33. Application.

An application for a permit required by section 20-31 shall contain the following items:

- (1) The name and address of the applicant.
- (2) The name and address of the person, corporation or association sponsoring the activity, if any.
- (3) The day and hours for which the permit is desired.
- (4) The park or portion thereof for which such permit is desired.
- (5) An estimate of the anticipated attendance.
- (6) Any other information which the recreation director shall find reasonably necessary to a fair determination as to whether a permit should be issued.

#### Sec. 20-34. Standards for issuance.

The recreation director or the village manager shall issue a permit under this division when he finds:

- (1) That the proposed activity or use of the park will not unreasonably interfere with or detract from the general public enjoyment of the park.
- (2) That the proposed activity or use will not unreasonably interfere with or detract from the promotion of public health, welfare, safety and recreation.
- (3) That the proposed activity or use is not reasonably anticipated to incite violence, crime or disorderly conduct.
- (4) That the proposed activity will not entail unusual, extraordinary or burdensome expense or police operation by the village.
- (5) That the facilities desired have not been reserved for other use at the day and hour required in the application.

#### Sec. 20-35. Appeal from refusal to issue.

- (a) Within five (5) days after receipt of an application, the recreation director or village manager shall apprise an applicant, in writing, of his reasons for refusing a permit required by this division.
- (b) Any aggrieved person shall have the right to appeal, in writing, within five (5) days to the village council, which shall consider the application under the standards

| 1<br>2      |                |          | section 20-34 and sus<br>ecision within seven (7) | stain or overrule the recre<br>days. | eation director's or v | illage         |
|-------------|----------------|----------|---|--------------------------------------|------------------------|----------------|
| 3<br>4<br>5 |                | (c)      | The decision of the v                             | village council shall be fina        | al.                    |                |
| 6<br>7      | Sec. 2         | 20-36.   | Revocation.                                       |                                      |                        |                |
| 8           |                | The 1    | recreation director ma                            | y revoke a permit require            | d by this division u   | non a          |
| 9           | findir         |          |   | ordinances or provision of           |                        |                |
| 10          |                | shown    |   | 1                                    | , 1                    | C              |
| 11          |                |          |   |                                      |                        |                |
| 12          | Section 3.     | The p    | provisions of this Ordi                           | nance shall become and b             | e made a part of the   | Code of the    |
| 13          | Village of No  | orth Pal | m Beach, Florida.                                 |                                      |                        |                |
| 14          |                |          |   |                                      |                        |                |
| 15          | Section 4.     |          |   | entence, clause, phrase or           |                        | •              |
| 16          |                |          |   | ction to be unconstitutional         | , inoperative or void, | such holding   |
| 17          | shall not affe | ct the r | emainder of this Ordina                           | ance.                                |                        |                |
| 18          | ~              |          | 1:  | 4.                                   | 2 1 1                  |                |
| 19          | Section 5.     |          | -   | ordinances and resolutions           | or parts of resolution | is in conflict |
| 20          | herewith are   | hereby   | repealed to the extent                            | of such conflict.                    |                        |                |
| 21          | C 4: C         | T1. :    | O., 1:  | CC4 : 1:-4-1 1-                      | 4:                     |                |
| 22          | Section 6.     | I nis    | Ordinance shall take el                           | ffect immediately upon add           | option.                |                |
| 23<br>24    | DI ACED ON     | J FIDC'  | T DEADING THIS                                    | DAY OF                               | 2022                   |                |
| 25          | I LACED OF     | VIIKS    | I KEADING IIIIS                                   | DAT OF                               | , 2022.                |                |
| 26          | PLACEDON       | JSECC    | ND FINAL READING                                  | G AND PASSED THIS                    | DAYOF                  | 2022           |
| 27          | T ETTELD OF    | , pre-   |   |                                      |                        | , 2022.        |
| 28          |                |          |   |                                      |                        |                |
| 29          | (Village Seal  | )        |   |                                      |                        |                |
| 30          | , C            | ,        |   | MAYOR                                |                        |                |
| 31          |                |          |   |                                      |                        |                |
| 32          |                |          |   |                                      |                        |                |
| 33          | ATTEST:        |          |   |                                      |                        |                |
| 34          |                |          |   |                                      |                        |                |
| 35          |                |          |   | <u>—</u>                             |                        |                |
| 36          | VILL           | AGE C    | CLERK   |                                      |                        |                |
| 37          | A DDD OVER     |          | DEODM AND   |                                      |                        |                |
| 38          |                |          | O FORM AND  |                                      |                        |                |
| 39          | LEGAL SUF      | 'FICIE!  | NCY:  |                                      |                        |                |
| 40          |                |          |   |                                      |                        |                |
| 41<br>42    | VILLAGE A      | TTORI    | NFV   | <u> </u>                             |                        |                |
| 74          |                |          | 1 1 L   |                                      |                        |                |

# VILLAGE OF NORTH PALM BEACH PUBLIC WORKS DEPARTMENT

TO: Honorable Mayor and Council

THRU: Andrew Lukasik, Village Manager

DATE: July 14, 2022

FROM: Chuck Huff, Director Public Works

SUBJECT: RESOLUTION - Village Appointment to the Seacoast Utility Authority Board

Village Manager Andrew Lukasik has resigned his position with the Village effective July 25, 2022. A result of his resignation, Mr. Lukasik also resigned from the Seacoast Utility Authority Board effective May 27, 2022.

In accordance with the Interlocal Agreement establishing the Seacoast Utility Authority, Board members serve, unless earlier removed, terms of four years in duration or until such time as the Authority's Governing Board Member's replacement has been appointed.

Seacoast's Executive Director Rim Bishop has asked that the Council formally appoint the Village's representative by resolution. Historically, this position has been held by the Village Manager or an elected official. However, the Village Council is not precluded from appointing a Village resident or some other person to service in the capacity should it choose to do so.

The Village Attorney has prepared the attached Resolution appointing Director of Public Works/Acting Village Manager Chuck Huff as the Village's representative to the Seacoast Utility Authority Governing Board effective upon adoption. The Resolution has been reviewed for legal sufficiency.

#### Recommendation:

Village Staff requests Council's consideration and approval of the attached Resolution appointing Public Works Director/Acting Village Manager Chuck Huff as the Village's representative to the Seacoast Utility Authority Governing Board in accordance with the Interlocal Agreement establishing the Authority.

# RESOLUTION 2022-\_\_\_\_

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA, APPOINTING ACTING VILLAGE MANAGER CHUCK HUFF AS THE VILLAGE'S REPRESENTATIVE TO THE GOVERNING BOARD OF THE SEACOAST UTILITY AUTHORITY; PROVIDING THAT COMPENSATION DESIGNATED BY THE BOARD SHALL BE PAYABLE TO THE VILLAGE; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, a vacancy exists on the Governing Board of the Seacoast Utility Authority by reason of the resignation of Village Manager Andrew D. Lukasik, who served as the Village's representative on the Board; and

WHEREAS, Paragraph 2(C) of the Interlocal Agreement establishing the Seacoast Utility Authority provides that Board Members shall serve, unless earlier removed, terms of four (4) years in duration or until such time as the Authority's Governing Board Member's replacement has been appointed.

NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA as follows:

- <u>Section 1</u>. The foregoing recitals are ratified as true and incorporated herein.
- <u>Section 2</u>. The Village Council hereby appoints Director of Public Works/Acting Village Manager Chuck Huff as the Village's representative on the Governing Board of the Seacoast Utility Authority.
- <u>Section 3.</u> Chuck Huff shall serve as the Village representative to the Seacoast Utility Authority until such time as the Village Council appoints a replacement.
- <u>Section 4.</u> All compensation designated by the Governing Board of the Seacoast Utility Authority for the Village's representative shall be payable directly to the Village.
- <u>Section 5.</u> All resolutions or parts of resolution in conflict with this Resolution are hereby repealed to the extent of such conflict.

| Section 6. This Resolution | shall be effective immed | iately upon adoption |  |
|----------------------------|--------------------------|----------------------|--|
| PASSED AND ADOPTED TH      | IS DAY OF                | , 2022.              |  |
| (Village Seal)             |                          | MAYOR                |  |
| ATTEST:                    |                          |                      |  |
| VILLAGE CLERK              |                          |                      |  |

#### **DRAFT**

### VILLAGE OF NORTH PALM BEACH

#### **AUDIT COMMITTEE**

### MEETING MINUTES- APRIL 6, 2022

## Attending:

Committee Village

Ed Katz David Norris-Vice Mayor

Don Kazimir Samia Janjua- Finance Director

Suzanne Mehregan Guest

Marie Silvani Steven Alexander- PFM Asset Management

Dave Talley

Tom Magill-Chairman

**Not Present** 

Tom Andres- Prior notice received.

#### ITEMS DISCUSSED.

- 1. Minutes of March 7 meeting were approved,
- 2. Mr. Alexander gave a detailed analysis of current economic conditions. This included the outlook for future Federal Reserve Interest changes. He outlined the impact of any changes on the NPB funds under PFM management. (~\$9 million) He noted that the performance of the NPB funds closely matched overall the debt security. He also noted that our investment profile is similar to other communities of similar size. He discouraged any investment of Village funds in equity markets. The Committee continues to recommend no change in Investment Policy.

Our thanks to Mr. Alexander for his presentation.

Meeting adjourned at 6:35 pm.

Tom Magill- Chairman



# THE VILLAGE OF NORTH PALM BEACH Village Manager's Office

"THE BEST PLACE TO LIVE UNDER THE SUN"

#### **Environmental Committee Meeting**

#### **MINUTES**

#### **Anchorage Park**

### Monday, May 2, 2022 6:00 pm

1. Call to Order: Chairperson Karen Marcus called the meeting to order at 6:10 pm.

#### 2. Roll Call:

Present: Karen Marcus, Mary Phillips, Ellen Allen, Shawn Woods, Camille Carroll

Absent: Kendra Zellner, Lisa Interlandi

Also Present: Andy Lukasik, Village Manager; Ken Hern, Streets & Storm Water

Manager; Zak Sherman, Director of Leisure Services; Rick Giordano, Precision Landscape

#### 3. Public Comments:

- a. Chris Ryder, 118 Dory Road S.:
  - i. Anchorage Park Chris read a previous resolution which stated that any north canal work should be performed by a design professional. Questioned the Village's decisions regarding the shoreline and dry storage. Questioned whether the existence of Mangroves adversely effects property values.
  - ii. Lakeside Park Chris read a study which stated that the northern berm is relatively unarmored from potential wave action and should be designed similar to the seven-foot-high southern section of berm. Commented that any capital improvements to the park should be recommended by the Recreation Board.
  - iii. Lozman Floating Dock Chris stated that this issue should be addressed by the Waterways Board not the Environmental Committee.
- b. Deborah Cross 2560 Pepperwood Circle S.:
  - i. Commented that the trees and shrubs on Prosperity Farms Road are dying. She has seen Precision staff weed whacking and spraying around the trees and bushes which is most likely damaging the roots.
  - ii. The committee agreed that some of the swale shrubs will need to be replaced. Going forward, perhaps we could utilize more native pollinator landscaping.
- 4. The Minutes of the April 11, 2022 regular meeting were approved.

#### 5. Projects/Program Updates/Discussion:

- a. Anchorage Park Dry Storage:
  - i. Zak Sherman provided an update to the plan.
  - ii. Rick Giordano, Precision Landscape stated that the existing shoreline lacks adequate soil to support the new planting plan.
  - iii. Andy Lukasik stated that the landscape architect will need to determine shoreline erosion and ensure there is enough soil to accomplish the new planting plan.
  - iv. The committee agreed that they would like to make the space as aesthetically pleasing as possible considering the green space that is given.
  - v. Andy Lukasik stated that the final recommendations will be presented to Council at one of the June Council meetings.

#### b. Landscaping Maintenance:

- i. The committee stated that Precision staff are blowing the cut grass into the streets which is prohibited.
- ii. Rick Giordano stated that he is retraining staff to blow the grass back into the median/beds.
- iii. Rick and Ed Cunningham are working on a brochure to educate lawn care companies about not blowing the grass into the street.
- iv. Rick stated that the herbicide they use is only filtering down approx. ½ inch.
- v. Chairperson Marcus suggested perhaps an ordinance could be established to address offenders.

#### c. Community Greening - Roadway Island Discussions:

- i. Ellen Allen suggested utilizing drought tolerant coastal plants and/or pine trees with no sod.
- ii. Ellen will provide additional plant recommendations at the next meeting.
- d. Current Village Swale Tree Permitting Process Andy Lukasik suggested the committee prioritize areas to be addressed for recommendation to Council.
- e. Tree canopy:
  - i. Tree Canopy Assessment Ken Hern stated that he received approval to move forward with PlanIT Geo. An initial report will be presented at the next meeting.
  - ii. Tree Planting Parties Ken Hern stated that we are still researching funding.

#### f. Fire Tree Road Fence:

- i. Ken Hern stated that the fence has been installed.
- ii. Resident Deborah Cross commented that the fence is too difficult to open when riding a bike.

#### g. Water Quality Initiatives:

- RFQ for the Village's Storm Water Master Plan Ken Hern stated that Hazen and Sawyer was selected by the committee and the contract will be presented to Council for approval on May 12.
- ii. Litta Traps Ken Hern will provide an update at the next meeting.
- iii. Street Sweeping the committee suggested commercial business owners be responsible for maintaining their own parking lot/area.

- iv. Natural Shoreline Protection no update at this time.
- v. Cul-de-sac Island Improvements Ken Hern stated that we will start on Fairhaven with installation of pervious landscaping.
- vi. Anchorage Park Oyster Beds:
  - 1. Lisa Interlandi emailed the committee information on living dock oyster beds called "oyster mats".
  - 2. Committee Questions/Comments:
    - a. Where can we hang them?
    - b. Durability?
    - c. Perhaps Mayor Searcy would like to try installing them at Mac Arthur Beach State Park?
    - d. Discussion will continue at the next meeting.
- h. Grant Opportunities:
  - i. Sea Level Rise no update at this time.
  - ii. Studies and Assessments no update at this time.
- i. Lakeside Park:
  - i. Plant Species Signage:
    - 1. Ken Hern stated that several have already been installed.
    - 2. The committee suggested QR codes be added to the signage to provide additional information.
  - ii. Berm Protection no update at this time.
- j. Living Cleaner to Make the Village Greener:
  - i. Green Restaurant Association Certification Ken Hern will provide an update at the next meeting.
  - ii. FPL Charging Stations Ken Hern stated that this is still in engineering.
  - iii. Business Promotion for Sustainability Practices:
    - 1. Draft House Ken Hern stated that we are still trying to obtain information.
    - 2. Sprouty Pie/Lolly's Pantry/Vegan Pizza Chairperson Marcus requested Ed Cunningham contact them for inclusion in the June newsletter.
  - iv. Speaker Series:
    - 1. Farmer's Table garden patio on Saturday, May 14th at 10:00 am.
    - 2. Solid Waste Manager Marc Holloway will talk about the changes to the recycling pickup schedule and answer questions.
- k. Items for Discussion at June 6 Meeting:
  - i. Village Modeling "Practice What We Preach" Village Staff and Facilities should stop using plastics and Styrofoam (water bottles/utensils/cups).
  - ii. Unused Food Initiatives Zero Waste Food Resolution:
    - a. Restaurants.
    - b. Schools.
  - iii. Climate Literacy Education for Residents.
  - iv. New Construction Green Building Plans.
  - v. 4th of July Drones? Ken Hern stated that it's too late for this year however, discussion can take place for the 2023 event.

| 6. | Next meetings: the next meeting will be on June 6, 2022 at 6:00 pm in the Anchorage Park |
|----|--|
|    | building.  |

7. Adjournment: the meeting adjourned at 7:18 pm.

# Village of North Palm Beach Recreation Advisory Board Minutes May 10, 2022 at 7:00 p.m. Anchorage Park

| Chairman    | Bob Bell       | <b>(X)</b> | Vice Chair       | Don Grill   | (X) |
|-------------|----------------|------------|------------------|-------------|-----|
| Member      | Maria Cassidy  | <b>(X)</b> | Member           | Paul Beach  | (X) |
| Member      | Stephen Heiman | <b>(X)</b> | Member           | Rita Budnyk | (X) |
| Member      | Mia St John    | <b>(X)</b> | Recreation       | Stephen Poh | ( ) |
| Council Rep |                | ( )        | Leisure Services | Zak Sherman | (X) |

#### Call to Order:

Called to order by chair at 7PM.

**Roll Call:** 

All board members present. Council member not in attendance.

**Approval of Minutes:** 

1st by Don Grill; second by Stephen Heiman.

**Public Comment:** 

Chris Ryder: Dory Rd. Requested emails from Rec Board. Shocking. Discussed scope of 2GHO. North Canal at Anchorage. Lakeside Park dune. Unarmored shoreline. Need defense against storm. Can expect flood waters 9ft tall. Current design accommodates 5ft flood waters. Anchorage storage area: concerns about turning a large truck with a trailer (turn radius may be too small) near south storage area and boat ramp (while construction to north side is going on). Concerns need to be addressed prior to construction starting.

# **Directors Report:**

- Accomplishments
- Ongoing projects
- Programs and events

#### Lakeside Park:

- Berm
  - Signage for the plants that Katharine previously planted at the north walkover were installed the other day by Katharine and Stephen. The signs list the names of the plants.

- Although Katharine turned in a proposal for work on the south walkover recently, she is not doing any new work to berm right now.
- Zak reached out to Charlie Isiminger to get his opinion on the berm. We do not have a contract with Charlie; it was more of a personal, informal opinion. He felt that berm has proved pretty stable over the years and that it will always naturally recuperate. Felt that leaving it alone is best.
  - We are also seeking more formal opinions from others as well.
  - Bob: that is the same info John gave me based on UF info.

#### Sea grape tree uprooted

 Precision plans to dig up tree and straighten it out. Stephen also spoke to Precision about adding more sea grapes. Precision suggested 40 of them in 3 gallon pots. This was also an Environmental Committee request.

#### Precision

Precision trimmed some branches overhanging the new berm work at the north walkover.

#### Split rail fence

Still waiting on fencing to arrive so we can address 3 trouble areas: plan to rearrange split rail fence so vehicles don't drive over Dr. Higgin's property to enter park; installing split rail fence at end of driveway of 706 Lakeside Circle to prevent vehicles from driving into park; and adding another portion of fence to block people from driving over bushes/wheel stop into park from the north trail entrance on Lakeside Dr. Ordering more split rail for Anchorage as well as part of same order.

#### Basketball Court

Plans to fix or change the court will get added to CIP for 2027.

#### New Cameras

- IT ordered four more of the new Verkada system cameras for Lakeside Park. These will go in the parking lot. The cameras allow remote access into the Park 24/7 and allow any staff to pull video from any PC.
- Bob: is this reactive or proactive?
- Zak: both.
- Rita: How far back do the cameras go?
- Zak: (wasn't sure offhand at first. Zak texted IT and they said 30, maybe more).
- Maria: asked about who will be monitoring them.
- Zak: police mainly, but staff any can view them from a staff PC

#### Park Ranger

- Golf cart is still on track to arrive in June. It will be delivered to us when ready.
- Staff is currently interviewing for the open Ranger position.
- Will eventually get a second part time ranger.

#### Anchorage Park:

- New Playground
  - Council approved new playground (Option A: ARC) at April 28 council meeting.
  - The ARC design is the one with the zip line and sail shade.
  - ADA swings will come in blue. (originally, the renderings showed red).
  - o Playground has been ordered and has an estimated delivery date of 4-5 months.
  - In terms of the online survey, residents chose ARC by a margin of 204 to 104 (62.01% to 31.61%). 21 respondents (6.38%) said either option was acceptable.
  - Once the new playground is in, we'll most likely add some new seating.

### Hopefully it will be in before touch-a-truck

- Piers
  - Recent uptick in complaints regarding fishing activity at piers.
  - People leaving hooks, line, and fish guts.
  - Incident where a ray was badly injured by fisherman.
- Dry Storage
  - 90% plans are essentially completed.
- Trail adjacent dry storage on north side
  - All County removed cracked section, removed roots, and reasphalted trail.
- New bollard
  - New bollard is in. Plan to install in middle of trail so vehicles cannot pull into park area on north side by sand volleyball courts.
- Volley ball courts
  - Just a note about the lights: Lights switch on automatically from 6-9PM. At times, people have turned them off manually (the switches are on the lights). If they do get switched off, it takes 10 minutes for the lights to come back on once the switch is turned on.
- Dog Park
  - Fountain has been fixed in big dog park.
  - Plan to resod dog park.
  - Dog parks were also sprayed for pests.
- Precision
  - Precision removed moss/vines from trees.
  - Still waiting on them to replace 2 dead oaks, treat 2 oaks, and remove 1 dead palm.
- Carpet cleaning
  - Carpet was cleaned after Easter.
- Anchorage Drive Parking spaces
  - Parking spaces repaved; project not finished yet though. Still need striping and wheel stops secured.
    - We may also need to add a bollard or two on the north trail side.
- Signage
  - Plan to add signs at each park entrance: north trail and south trail. These will be like the ones at Lakeside that include verbiage on golf carts, leash laws, etc.
- Waitlist software
  - Downloaded free trial. We have 30 days to test it out.
  - See Attached screenshot. So far, it looks like it can do everything we'd like it to.

#### Marina:

- Dock boxes
  - One resident expressed interest in dock boxes. The one that the resident liked is a little too big for the space. We need something a little smaller. Plus, they were about \$900 each. Becky is looking into other options.

#### **Community Center:**

- Stop the Bleed Kit Installed near AED in lobby area
- Main field

 The fields at the Community Center are mostly closed for maintenance through July 10. Signs are posted. One or two gates are still open for access.

#### T-Mobile

o Still waiting on T-Mobile for reimbursement for damage done to fields in December.

#### Playground

 We are tentatively scheduled for late July. Vender said he will keep us updated with the delivery and let us know if anything changes.

#### Spring Basketball League

 Still going strong! Only positive feedback so far. Next year, I think Perseverance would like to use Saturdays as well.

#### Precision

Precision removed moss/vines from trees.

#### Summer Camp

- Trips/buses booked
- 8 wk camp from June 6 through July 29 for 8-14 yr olds.
- Currently interviewing for camp counselors (hiring up to 9)
- 40 spots were opened for registration initially. Now that buses are confirmed, that number will be bumped up to 45. Some people got put on a waitlist, so Mia will call them first to register them.
- o 4 out of the 8 weeks are full and 2 out of the 4 weeks have less than 10 spots available.
- Many parents calling and asking if admission is included to the parks/adventures. All admissions are included, but some days they may need to send money for their kids to purchase lunch. When Mia sends out the weekly email for each specific week, it will have a detailed list of which days the kids will need what.
- We are also adopting an agreement with the Town of Lake Park that will allow their residents to register
  for camp at the Village resident rate of \$225 per week. A similar agreement was approved in 2016. They
  normally host summer camp, but this year they are having trouble hiring a new Recreation Supervisor to
  oversee the program.
- Tennis is also having a summer camp, for ages 5-14. June 13 August 5.
  - For more info, <a href="https://www.village-npb.org/510/Tennis-Summer-Camp">https://www.village-npb.org/510/Tennis-Summer-Camp</a>
- Don: anything for younger kids?
- Zak: brainstorming for next year.
- Maria: we are interested to see how many do trips?
- Board would like staff to track cancelations (if parents cancel because they don't want their kids to go on a certain trip).

#### Staffing

- New Recreation Supervisor Jimmy Lovett III began work on April 25 and worked at Anchorage for 2 weeks.
- He'll be full time at the Community Center starting May 9.

#### Stage

 Working with PW to see if we can add some lighting under the stage to better manage our storage in a safer manner.

#### Gym Scoreboard

 Had a few issue during one of the games. A control panel wasn't working correctly. Staff reached out to get it repaired.

#### Osborne Park:

- Baseball Field
  - Added signage on front gates letting people know baseball field is closed on Sundays until noon. That
    was in keeping with a prior agreement with the church, so baseballs don't hit churchgoing vehicles
    during morning services.
- Basketball Court
  - Stephen recently order the new goals (posts, backboards) for the courts.
  - Reasphalting job goes to Council on May 12 (it's over \$25k).
  - Once asphalt is done, we'll paint, then install backboards/hoops.
- · Bottle filler stations
  - Still waiting on Public Works to finish installation of bottle filler station at the racquetball court. Needs new plumbing and electrical. The new one by the baseball field is working fine.
- Community Garden
  - Arbor Day celebration on April 29 with Mayor Searcy and Garden Co-Pres Lynda Grant, among others.
- Outdoor restrooms
  - Doors have been ordered; just waiting for them to arrive.

#### Veterans Park:

Nothing new to report

#### **Special Events:**

- Bus Trip:
  - Mystery Trip
    - April 21 from 8-5 p.m.
    - Bill and Co. went to Melbourne for a Tour of the Rosetter House, a Vintage Homestead that is run by the historical society.
    - Address: 1320 Highland Ave, Melbourne, FL 32935
    - After the tour, the crew had lunch at a place called the Mansion.
- Special events
  - Jack Jacobs
    - Musical performance April 8, 6:30 p.m. at Library
    - Jack Jacobs, local singer, came to the library and entertained the public with his wonderful singing and lineup of classic songs.
    - 20 members of the public came for the one-hour show and everyone would love to attend another performance with Jack.
  - o Books & Bites Karen White
    - April 12, 11:00 AM- 1:00 PM at the Country Club
    - Author Karen White gave a wonderful presentation and PowerPoint for our Book and Bites program at the Country Club
    - Everyone thoroughly enjoyed the food and the beautiful ballroom
    - April's Friends of the Library Easter themed basket raffle contained a \$100 gift card to Farmer's
       Table and was drawn at the Books and Bites program by author Karen White
      - Congratulations to Jayne Barkdull!
      - The Friends also gifted \$30,000 to the library to go toward the upcoming upstairs remodel!
  - Annual Art Show

- April 13, 5:30-7:00 p.m. at Library
- . This was the makeup date due to the original date being rained out
- Annual Egg Hunts
  - Flashlight egg hunt Friday, April 15 (ages 8+)
  - Had about 350 people come
  - Annual egg hunt Saturday, April 16 (ages 0-7)
- Arbor Day
  - April 29 at 6 p.m. at Osborne Park community garden
- Upcoming Events:
  - Trivia Night at Anchorage Park geared toward adults
    - May 21 from 6:30-8:30 p.m.
    - See attached flyer!
  - o 4th of July
    - There will be a pool party.
    - Recreation staff will be handling fireworks, porta potties, and 2 tents.
  - Fishing tournament: registration forms ready. 16<sup>th</sup> tournament/17<sup>th</sup> year

#### Library:

- Summer Reading
  - Summer pages are up!
  - o https://www.village-npb.org/861/Summer-Reading-2022
  - This year's theme is Oceans of Possibilities
  - Cock-a-Doodle-Doo Reptile Show on July 9th
  - Jurassic Parts is being locked in for about 5 programs that would accommodate both private groups and the public
  - Take-away craft kits are being purchased
  - Speaking with our usual preschools for private storytimes
  - Teen summer programming will be focused on assisting teens get community service hours by volunteering to help with our programs and keeping the library neat and tidy.
  - Free cold lunch will be served in the Obert Meeting Room from 12:30-1:30 every Wednesday and Friday.

#### Facilities

- Downstairs carpets cleaned April 10.
- 3 self-checkout stations have been installed at the library.
  - They were part of an ARPA grant purchase through the State.
- Getting quote from Saffold for possible drain at library near side doors to prevent buildup of water during heavy rain storms.
- Staffing
  - Interviewing for three new library clerks
- Other Programming
  - o Knit and Crochet continues to meet every Monday for an average of 10 people
  - Yoga in the Park average 11 people each Friday morning.
  - o Great Courses Lectures
    - 30 people so far this month have attended a Great Courses Lecture
    - People have been learning about the history of India
  - Book Club

- 13 members of the book club met to discuss the author's latest book before her arrival at our Books & Bites event on April 12
- o AARP Tax Aide
  - AARP has concluded tax aide for the 2022 tax season on April 15th
  - Over 400 people were helped at the Library between February 2nd and April 15th
  - Next year's plan will include having a dedicated AARP volunteer help make phone appointments and to get all taxpayers in and out in 1 hour 25 minutes' timeframe
  - Over 300 e-filed (326)
  - 13 paper returns filed
  - 71 people served with questions and answers
- Overdue fines
  - Library Advisory Board voted to get rid of overdue fines.

## **New Business:**

Dock boxes (marina)

Don thinks boxes should be on other side (east side of dock).

Staff should survey renters first. Rec Board should visit the dock to see best placement. Report results of survey to Rec Board. Treat dock boxes like memorial benches for budgeting purposes.

Piers (appropriate place to fish?)

Built specifically for fishing. Originally was supposed to be 3 piers. Been having some issues with people fishing and making a mess. Maybe put signage out (to tell people to clean up). Maybe install cutting board.

FY23 Budget

It's in budget to redo fountain at tennis court. Might add a spigot so staff can hook up a hose to wash off pier. Zak also went through other budget proposals, such as hiring a 2<sup>nd</sup> part-time ranger. Request to change up Heritage Day. Maybe different types of bands?

Rentals: greenspace fee? Per hr/day?

Zak: charge a fee to rent greenspace? For example, our only option now is to rent a pavilion. What if a large gathering doesn't need a pavilion but just wanted to set up on the grass for a couple hours? In other words, it would be a large planned activity that requires a permit. Charge hourly or daily fee? Need signage at pavilions as well letting people know they need permit for large gatherings and must see staff.

## **Old Business:**

• Dry Storage Project update

Want to take to Council June 9. Oak will be relocated. No Clusia anymore. Maintenance path will be maintained behind fence. Removal of invasives. Replant. Ficuses staying. Possibly

phased removal of ficuses. Various hedging around fence. 30 and 40ft spaces. Environmental committee concerned whether we have enough space between canal and maintenance path to plant all we want to plant. 2GHO believes we have enough space. Will underground wires.

Will add light posts. Currently only one post with two lights; will add up to 14.

Bob: what kind of lights? Brightness?

Zak: 20ft high. 3k kelvin. Lights shouldn't interfere with resident's quality of life. Don't have lighting plans yet. Village can pay off in 10yrs.

Bob: need to address turning radius before we start.

Zak: 47% increase in rental fees would amount to \$1,200 per year times 136 spaces. Should we differentiate between the smaller-larger spaces, like we do now?

Board: Yes.

Zak: Automated waitlist. Control in hands of residents. Residents can enter and submit own info to get a spot on the lists. To be removed, they would have to call. You'll be notified as you move up the list. Software costs \$250 per year.

Rita: we should still keep paper trail while we are beginning to use program.

Chris talked about the proposed planting of mangroves. 1,500 mangroves in the N. canal.

Currently, 2 mangroves. What is the intent of adding 1,500 mangroves?

Zak: 2GHO will reassess planting proposals once items are cut/sprayed.

Chris: we are spending money to ensure that canal will never see a boat.

## **Member Comments:**

## **Adjournment:**

Paul made motion to adjourn. Second by [couldn't catch name of second]. All were in favor.

Adjourned at 8:33pm.

## VILLAGE OF NORTH PALM BEACH LIBRARY ADVISORY BOARED MEETING MINUTES MAY 19, 2022

#### **CALL TO ORDER**

Chairperson Christine DelGuzzi called the meeting to order at 7:00 PM.

#### **ROLL CALL**

Present: Julie Morrell, Library Manager

Christine DelGuzzi, Chairperson Phyllis Wissner, Vice Chairperson Bonnie Jenkins, Secretary (by phone)

Tina Chippas, Member

Carolyn Kost, Member (by phone) Brad Avakian, Member - Excused Leslie Metz, Member - Excused Darryl Aubrey, Council Member

#### **APPROVAL OF MINUTES**

Minutes for the April 26, 2022 meeting were approved after a motion made by Phyllis Wissner and seconded by Tina Chippas.

#### LIBRARIAN'S REPORT

Library Manager Julie Morrell reported the following:

- Facilities:
  - Issue with paper towels being flushed down toilets causing clogs; staff checking restrooms hourly and monitoring cameras. Unknown exactly who is doing this.
     Replacing paper towels with hand blowers is being priced and considered.
  - Staff are showing patrons how to use the new self-checkout machines, which are easier to use and with a variety of options than what was previously available.
  - Final decision were made on the upstairs remodel, which should go before Council on May 27<sup>th</sup>.
- Staff:
  - One new library clerk is processing and will start at the end of May or early June.
  - o Two additional clerk positions remain open and will be posted until filled.
  - o Julie, Megan, and Zak will be attending the Florida Library Conference next week.
- · Children's Programming
  - Two story times continue each week averaging 22 parents and children. Additional story times and a time for toddlers are being added.
  - o Summer Programming, Oceans of Possibilities has been finalized:
    - Cock-a-Doodle-Doo Reptile Show on July 9<sup>th</sup>;

- Jurassic Parts will present approximately five programs for both private groups and the public;
- Virtual programming through Page Turner Adventure is also being offered.
- o The Library will again be participating in the Palm Beach County School District Free
- Teen Programming:
  - S.O.F.T.
    - Program continues to be filled (30 positions).
    - Average daily attendance for this month has been nine.
  - Library is now advertising for teen volunteers to help with the summer program:
    - Must be 13 17 years old and complete an application
    - Team graphic novel book club for the summer; participants in all four book clubs could win a karaoke microphone.
- Adult Programming:
  - Knit and Crochet continues on Mondays.
  - Friday Yoga in the Park with Mi Sun continues to average 12 people and a dog.
  - Great Courses Lectures continued;
    - A History of India attended by approximately 21 patrons so far.
    - Topic continues through July 26<sup>th</sup>.
  - Library staff will assist at the upcoming Trivia Night at Anchorage Park on May 21st.
  - Prizes include gift cards to Cod n' Capers, Crumbl Cooki8e, and the Furniture Store
- Friends of the Library:
  - Last meeting of the year was held May 9<sup>th</sup>.
- · Circulation continues to increase overall

#### **OLD BUSINESS**

None

#### **NEW BUSINESS**

None

#### **QUESTIONS AND ANSWERS**

None

#### **ADJOURNMENT**

Tina Chippas motioned to adjourn the meeting. Phyllis Wissner seconded the motion and the meeting adjourned at 7:19pm.

The next meeting will be Tuesday, June 28, 2022, at 7:00pm in the Obert Room.

Respectfully submitted by Bonnie Jenkins

#### Village of North Palm Beach

#### Audit Committee Minutes – June 22, 2022

Attending Committee Members Village Attendance

Don Kazimir Samia Janjua, Finance Director

Marie Silvani Chuck Huff, Public Works Director

Dave Talley Darryl Aubrey, Council Member

**Tom Andres** 

**Not Present Committee Members** 

Tom Magill

Suzanne Mehregan

Ed Katz

The North Palm Beach Audit Committee Meeting was called to order at 5:30 pm. A motion to approve the April 6, 2022, minutes was made by Tom Andres and seconded by Don Kazimir, all approved.

Sami Janjua, Finance Director asked that we review financial results later.

The quarterly PFM report was received and reviewed by the committee members. Marie Silvani presented a brief review of the report showing change from the previous quarter.

There was no new business.

The meeting adjourned at 5:45 with a motion made by Dave Talley and seconded by Don Kazimir.

At this time Darryl Aubrey, Council Member asked that Samia review the "draft" Request for Proposal that all members had received. Samia stated she would like to place the ad for proposals by July 1. She asked if any committee members had concerns or comments regarding this draft to please present to her no later than Friday June 24. She will email the committee members a schedule of dates concerning the proposal process. Sami would like the ad to be placed on July 1 there is 20 days for proposals to be received. The Audit Committee should plan on a meeting the first week of August to review the proposals received and chose the top three. Those would be presented to the Council. It was suggested by Darryl Aubrey that all Audit Committee members be invited to participate in the process of reviewing and rating. All approved. Once an auditor is chosen a contract date will be set on October 1, 2022.

Respectfully submitted,

Marie Silvani

## VILLAGE OF NORTH PALM BEACH INFORMATION TECHNOLOGY

TO: Honorable Mayor and Council

THRU: Andrew D. Lukasik, Village Manager

FROM: Michael Applegate, IT Director

DATE: July 14, 2022

SUBJECT: **RESOLUTION** – Community Development Software Purchase

On May 6th, 2022, the Village issued a Request for Proposals for an Online Permitting, Planning, Code Enforcement and Licensing Software Solution. This solicitation was advertised in the Palm Beach Post, and was posted both on the Village web site and on DemandStar, where it received wide distribution. The Village received nine proposals in response to the RFP. Based on the criteria set forth in the RFP, the Village's Evaluation Committee ranked the proposals in the following order:

|                      |      | Annual<br>Maintenance |                |
|----------------------|------|-----------------------|----------------|
| Company              | Rank | (year 2)              | Total (year 1) |
| ICC                  | 1    | \$13,549              | \$99,983       |
| Maintstar            | 2    | \$26,500              | \$129,000      |
| Sages Networks       | 3    | \$61,916              | \$107,860      |
| Centralsquare        | 4    | \$33,800              | \$210,620      |
| OpenGov              | 5    | \$54,175              | \$117,725      |
| Tyler Technologies   | 6    | \$53,703              | \$323,508      |
| Brightly Software    | 7    | \$21,053.38           | \$193,253.20   |
| Redmark Technologies | 8    | \$36,338.40           | \$195,055      |
| GovBuilt             | 9    | \$34,320              | \$182,831      |

As a result of this process, the highest ranked vendor, ICC Community Development Solutions, LLC, has met with Village Staff and completed the pricing and scope for this project which includes: A Citizen Self Service Portal, Code Enforcement, Licensing and Planning Modules for a total cost of \$99,983, and an annual maintenance cost of \$13,549 starting in year two.

ICC Community Development Solutions has over 58 years' experience working with local governments addressing organization and publishing of code and ordinance information including providing Community Development Software Solutions, managing records and automating business processes. ICC currently works with over 200 customers supporting Community Development Solutions and has completed numerous integrations with our Munis Financial System. Additionally, ICC directly integrates with our Laserfiche document management system for simplified record keeping. ICC has been in business since 2004 and based on their excellent references and software demonstrations, Village staff is confident of their ability to perform the required services.

#### **Account Information:**

| Fund                                  | Department   | Account<br>Number | Account Description          | Amount   |
|---------------------------------------|--------------|-------------------|------------------------------|----------|
| American<br>Rescue Plan Act<br>(ARPA) | ARPA Expense | Q5541-66415       | Computer Hardware & Software | \$99,983 |

#### Recommendation:

Village Staff recommends Council consideration and approval of the attached Resolution awarding the Contract for Online Permitting, Planning, Code Enforcement and Licensing Software Solution to ICC Community Development Solutions, LLC at a cost of \$99,983 for the first year, with funds expended from Account Q5541-66415 (ARPA Expense – Computer Hardware & Software), and authorizing the Mayor and Village Clerk to execute the Contract in accordance with Village policies and procedures.

## **RESOLUTION 2022-**

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA, ACCEPTING A PROPOSAL FROM ICC COMMUNITY DEVELOPMENT SOLUTIONS, LLC, FOR AN ONLINE PERMITTING, PLANNING, CODE ENFORCEMENT AND LICENSING SOFTWARE SOLUTION AND AUTHORIZING THE MAYOR AND VILLAGE CLERK TO EXECUTE A CONTRACT FOR SUCH SERVICES; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Village Staff issued a Request for Proposals for an Online Permitting, Planning, Code Enforcement and Licensing Software Solution; and

WHEREAS, the Village received nine proposals in response to the RFP, and the Evaluation Committee recommended accepting the lowest cost, highest rank proposal submitted by ICC Community Development Solutions, LLC; and

WHEREAS, the Village Council determines that the adoption of this Resolution is in the best interests of the Village and its residents.

NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE COUNCIL OF NORTH PALM BEACH, FLORIDA, as follows:

Section 1. The foregoing "whereas" clauses are hereby ratified and incorporated herein.

The Village Council hereby accepts the proposal submitted by ICC Community Section 2. Development Solutions, LLC for an Online Permitting, Planning, Code Enforcement and Licensing Software Solution at a total cost in the first year of \$99,983.00, with funds expended from Account No. Q5541-66415 (ARPA Expense - Computer Hardware and Software). The Village Council further authorizes the Mayor and Village Clerk to execute a contract relating to such services, a copy of which is attached hereto and incorporated herein.

| Section 3.    | This Resolution shall | take effect immediatel | y upon adoption. |  |
|---------------|-----------------------|------------------------|------------------|--|
| PASSED AN     | ND ADOPTED THIS       | DAY OF                 | , 2022.          |  |
| (Village Seal | )                     |                        | MAYOR            |  |
| ATTEST:       |                       |                        |                  |  |
| VIL           | LAGE CLERK            | -                      |                  |  |

## **CONTRACT**

This Contract is made as of the \_\_\_\_\_ day of \_\_\_\_\_, 2022, by and between the Village of North Palm Beach, a municipal corporation organized and existing under the laws of the State of Florida, hereinafter referred to as VILLAGE, and ICC COMMUNITY DEVELOPMENT SOLUTIONS, LLC, a limited liability company authorized to do business in the State of Florida, hereinafter referred to as VENDOR, whose Federal Employer I.D. No. is 81-4343415.

In consideration of the promises and mutual covenants herein contained, it is hereby agreed that VENDOR shall provide to the VILLAGE all goods and services requested pursuant to the Request for Proposals for an Online Permitting, Planning, Code Enforcement and Licensing Solution pursuant to the terms and conditions of this Contract.

#### **SECTION 1**: SCOPE OF SERVICES OF THE VENDOR.

The Scope of Work for an **Online Permitting, Planning, Code Enforcement and Licensing Solution** is in accordance with the Request for Proposals ("RFP") issued by the VILLAGE. The RFP, along with VENDOR's proposal submitted in response to the RFP ("Proposal"), are hereby incorporated herein by reference.

#### **SECTION 2**: TERM OF CONTRACT.

- A. This Contract shall be for an initial term of three (3) years from the date first written above unless earlier terminated in accordance with the terms and conditions stated herein. The initial term of this Contract shall automatically extend for one-year terms unless either party notifies the other party at least ninety (90) days prior to the end of the initial term or any renewal term that it does not desire to have the Contract automatically extend.
- B. Unless otherwise specified in the Proposal, VENDOR shall not be entitled to an increase in the agreed to compensation in this Contract or payment or compensation of any kind from the VILLAGE for direct, indirect, consequential, impact or other costs, expenses or damages.

#### **SECTION 3:** VILLAGE'S REPRESENTATIVE.

Unless otherwise specified by the VILLAGE, the VILLAGE's representative shall be the Director of Community Development or in his or her absence, the Director of Information Technology.

## **SECTION 4**: COMPENSATION AND METHOD OF PAYMENT.

- A. The VILLAGE agrees to compensate the VENDOR for the **Online Permitting**, **Planning**, **Code Enforcement and Licensing Solution** and for which Purchase Orders are issued in accordance with the Proposal.
- B. VENDOR shall submit an invoice(s) to the VILLAGE for said compensation on the date and time mutually agreed upon by the VILLAGE and VENDOR. All invoice(s) received from VENDOR pursuant to this Contract will be reviewed and approved by the VILLAGE's representative, indicating that goods and services have been provided and rendered in conformity with the Contract and then will be sent to the Finance Department for payment. Invoices will

normally be paid within thirty (30) days following the VILLAGE representative's approval.

- C. Work undertaken or expenses incurred that exceeds an amount set forth in this Contract without prior written authorization from the VILLAGE shall be the liability of the VENDOR.
- D. VENDOR waives consequential or incidental damages for claims, disputes or other matters in question arising out of or relating to this Contract.
- E. In order for both parties herein to close their books and records, VENDOR will clearly state "<u>final invoice</u>" on the VENDOR's final/last billing to the VILLAGE. This certifies that all goods and services have been properly performed and all charges have been invoiced to the VILLAGE. Since this account will thereupon be closed, any and other further charges if not properly included in this final invoice are waived by the VENDOR. The VILLAGE will not be liable for any invoice from the VENDOR submitted thirty (30) days after the provision of all goods and services.
- F. If the VILLAGE disputes any invoice or part of an invoice, VILLAGE shall notify VENDOR of such dispute within fifteen (15) days of receipt of the invoice. VILLAGE reserves the right to off-set, reduce or withhold any payment to VENDOR in accordance with the terms and conditions of this Contract.

#### **SECTION 5**: INDEMNIFICATION.

- A. VENDOR shall indemnify and save harmless and defend the VILLAGE, its agents, servants, and employees from and against any and all claims, liability, losses, and/or cause of action which may arise from any negligent act or omission of the VENDOR, its agents, servants, or employees in the performance of services under this Contract.
- B. VENDOR further agrees to indemnify, save harmless and defend the VILLAGE, its agents, servants and employees from and against any claim, demand or cause of action of whatsoever kind or nature arising out of any conduct or misconduct of the VENDOR its agents, servants, or employees not included in the paragraph above and for which the VILLAGE, its agents, servants or employees are alleged to be liable.
- C. Nothing contained in this Contract shall create a contractual relationship with or a cause of action in favor of a third party against either the VILLAGE or VENDOR, nor shall this Contract be construed a waiver of sovereign immunity beyond the waiver provided in § 768.28, Florida Statutes.

#### **SECTION 6**: PERSONNEL.

- A. VENDOR represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Contract.
- B. All of the services required hereunder shall be performed by the VENDOR or under its supervision, and all personnel engaged in performing the services shall be fully qualified and, if required, authorized or permitted under state and local law to perform such services.

C. All of the VENDOR's personnel (and all sub-contractors OR sub-consultants) while on VILLAGE premises, will comply with all VILLAGE requirements governing conduct, safety, and security.

## **SECTION 7**: <u>TERMINATION.</u>

This Contract may be cancelled by the VENDOR upon thirty (30) days prior written notice to the VILLAGE's representative in the event of substantial failure by the VILLAGE to perform in accordance with the terms of this Contract through no fault of the VENDOR. It may also be terminated, in whole or in part, by the VILLAGE without cause upon thirty (30) days written notice to the VENDOR. The VILLAGE may also terminate this Contract with written notice of cause to the VENDOR, who fails to cure such cause within ten (10) days of the receipt of the VILLAGE's notice. Unless the VENDOR is in breach of this Contract, the VENDOR shall be paid for services rendered to the VILLAGE's satisfaction through the date of termination. After receipt of a Termination Notice and except as otherwise directed by the VILLAGE, the VENDOR shall:

- A. Stop work on the date and to the extent specified;
- B. Terminate and settle all orders and subcontracts relating to the performance of the terminated work;
- C. Transfer all work in progress, completed work, and other materials related to the terminated work to the VILLAGE; and
- D. Continue and complete all parts of the work that have not been terminated.

#### **SECTION 8**: FEDERAL AND STATE TAX.

The VILLAGE is exempt from payment of Florida State Sales and Use Tax. Unless purchased directly by the VILLAGE, the VENDOR shall <u>not</u> be exempted from paying sales tax to its suppliers for materials used to fill contractual obligations with the VILLAGE, nor is the VENDOR authorized to use the VILLAGE's Tax Exemption Number in securing such materials.

#### **SECTION 9**: INSURANCE.

- A. Prior to commencing any work, the VENDOR shall provide certificates evidencing insurance coverage as required hereunder. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. The Certificates shall clearly indicate that the VENDOR has obtained insurance of the type, amount, and classification as required for strict compliance with this Section and that no material change or cancellation of the insurance shall be effective without thirty (30) days' prior written notice to the VILLAGE's representative. Failure to comply with the foregoing requirements shall not relieve the VENDOR of its liability and obligations under this Contract.
- B. The parties to this Contract shall carry Workers' Compensation Insurance and Employer's Liability Insurance for all employees as required by Florida Statutes. In the event that a party does not carry Workers' Compensation Insurance and chooses not to obtain same, then such party shall in accordance with Section 440.05, Florida Statutes, apply for and obtain an exemption authorized by the Department of Insurance and shall provide a copy of such exemption to the VILLAGE.

- C. VENDOR shall maintain, during the life of this Contract, Professional Liability/Error & Omission Insurance/Third Party Crime Coverage to include money and securities, forgery or alteration and employee dishonesty in the minimum amount of \$1,000,000 per occurrence.
- D. All insurance, other than Worker's Compensation, to be maintained by the VENDOR shall specifically include the VILLAGE as an Additional Insured.

#### **SECTION 10**: SUCCESSORS AND ASSIGNS.

The VILLAGE and VENDOR each binds itself and its partners, successors, executors, administrators, and assigns to the other party of this Contract and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Contract. Except as above, neither the VILLAGE nor the VENDOR shall assign, sublet, convey or transfer its interest in this Contract without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the VILLAGE which may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the VILLAGE and the VENDOR.

### **SECTION 11**: GOVERNING LAW, VENUE AND REMEDIES.

This Contract shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the Contract will be held in Palm Beach County. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof. The VILLAGE and VENDOR knowingly, voluntarily, and intentionally waive any right they may have to trial by jury with respect to any litigation arising out of or in connection with this Contract.

## **SECTION 12**: <u>INDEPENDENT CONTRACTOR RELATIONSHIP.</u>

The VENDOR is, and shall be, in the performance of all Services under this Contract, an independent contractor and not an employee, agent, or servant of the VILLAGE. All persons engaged in any of the Services performed pursuant to this Contract shall at all times, and in all places, be subject to the VENDOR'S sole direction, supervision, and control. VENDOR shall exercise control over the means and manner in which it and its employees perform the Services.

## **SECTION 13**: ACCESS AND AUDITS.

The VENDOR shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the Services for at least three (3) years after completion of this Contract. The VILLAGE shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at the VENDOR's place of business. In no circumstances will VENDOR be required to disclose any confidential or proprietary information regarding its products and service costs.

#### **SECTION 14**: <u>NONDISCRIMINATION.</u>

The VENDOR warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, or sexual orientation.

#### **SECTION 15**: ENFORCEMENT COSTS.

If any legal action or other proceeding is brought for the enforcement of this Contract, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this Contract, the successful or prevailing party or parties shall be entitled to recover reasonable attorney's fees, court costs and all expenses (including taxes) even if not taxable as court awarded costs (including, without limitation, all such fees, costs and expenses incident to appeals), incurred in that action or proceeding, in addition to any other relief to which such party or parties may be entitled.

## **SECTION 16**: AUTHORITY TO PRACTICE.

VENDOR hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business and provide the Work under this Contract, and that it will at all times conduct its business and provide the Work under this Contract in a reputable manner. Proof of such licenses and approvals shall be submitted to the VILLAGE's representative upon request.

#### **SECTION 17**: SEVERABILITY.

If any term or provision of this Contract, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, to remainder of this Contract, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Contract shall be deemed valid and enforceable to the extent permitted by law.

#### **SECTION 18**: MODIFICATIONS OF WORK.

- A. The VILLAGE reserves the right to make changes in the work, including alterations, reductions therein or additions thereto. Upon receipt by the VENDOR of the VILLAGE's notification of a contemplated change, the VENDOR shall, in writing: (1) provide a detailed estimate for the increase or decrease in cost due to the contemplated change, (2) notify the VILLAGE of any estimated change in the completion date, and (3) advise the VILLAGE if the contemplated change shall affect the VENDOR's ability to meet the completion dates or schedules of this Contract.
- B. If the VILLAGE so instructs in writing, the VENDOR shall suspend work on that portion of the work affected by the contemplated change, pending the VILLAGE's decision to proceed with the change.
- C. If the VILLAGE elects to make the change, the VILLAGE shall initiate a Change to the Purchase Order and the VENDOR shall not commence work on any such change until such revised Purchase Order is received.

#### **SECTION 19**: PROTECTION OF WORK AND PROPERTY.

- A. VENDOR shall continuously maintain adequate protection of all work from damage, and shall protect the VILLAGE's property from injury or loss arising in connection with the Contract. Except for any such damage, injury, or loss, except that which may be directly due to errors caused by the VILLAGE or employees of the VILLAGE, the VENDOR shall provide any necessary materials to maintain such protection.
- B. VENDOR will also take every necessary precaution to ensure the safety of the VILLAGE, public and other guests and invitees thereof at or near the areas where work is being accomplished during and throughout the completion of all work.

#### **SECTION 20:** WARRANTY/GUARANTY.

VENDOR warrants that its goods and services under this Contract will be free of defects in materials and workmanship for a period of one year or longer in accordance with Manufacturer's Warranty following the provision of said goods and services.

#### **SECTION 21**: COMPLIANCE WITH LAWS.

VENDOR shall, in performing the services contemplated by this Contract, faithfully observe and comply with all federal, state and local laws, ordinances and regulations that are applicable to the services to be rendered under this Contract.

**SECTION 22**: <u>NOTICE</u>. All notices required in this Contract shall be sent by certified mail, return receipt requested, and if sent to the VILLAGE shall be mailed to:

Village of North Palm Beach Attention: Village Manager 501 U.S. Highway One North Palm Beach, FL 33408

and if sent to the VENDOR shall be mailed to:

ICC Community Development Solutions Attention: Lynn Martin, Chief Operating Officer 781 Elmgrove Road Rochester, NY 14624

#### **SECTION 23**: ENTIRETY OF CONTRACTUAL AGREEMENT.

The VILLAGE and the VENDOR agree that this Contract sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Contract may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto. In the event of a conflict between this Contract and the VILLAGE's Request for Proposal and the VENDOR's proposal, this Contract shall take precedence with the VILLAGE's Request for Proposal taking precedence over the VENDOR's proposal. All such documents shall be read in a manner so as to avoid a conflict.

## **SECTION 24**: WAIVER.

Failure of a party to enforce or exercise any of its right(s) under this Contract shall not be deemed a waiver of that parties' right to enforce or exercise said right(s) at any time thereafter.

## **SECTION 25**: PREPARATION.

This Contract shall not be construed more strongly against either party regardless of who was more responsible for its preparation.

## **SECTION 26**: <u>SURVIVABILITY.</u>

Any provision of this Contract which is of a continuing nature or imposes an obligation which extends beyond the term of this Contract shall survive its expiration or earlier termination.

#### **SECTION 27**: WAIVER OF SUBROGATION.

VENDOR hereby waives any and all rights to Subrogation against the VILLAGE, its officers, employees and agents for each required policy. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement, then VENDOR shall agree to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy, which a condition to the policy specifically prohibits such an endorsement, or voids coverage should VENDOR enter into such an agreement on a pre-loss basis.

#### **SECTION 28**: INSPECTOR GENERAL.

VENDOR is aware that the Inspector General of Palm Beach County has the authority to investigate and audit matters relating to the negotiation and performance of this Contract and in furtherance thereof, may demand and obtain records and testimony from VENDOR. VENDOR understands and agrees that in addition to all other remedies and consequences provided by law, the failure of VENDOR to fully cooperate with the Inspector General when requested may be deemed by the VILLAGE to be a material breach of this Contract justifying its termination.

#### **SECTION 29**: ADDITIONAL SERVICES;

If during the contractual period covered by the agreement, additional services are needed, the VENDOR may, at the option of the Village Council, be engaged to perform these services under the terms of the contract.

#### **SECTION 30**: PUBLIC RECORDS.

IF VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: (561) 841-3355; <a href="https://www.npbclerk@village-npb.org">NPBCLERK@village-npb.org</a>; OR 501 U.S. HIGHWAY ONE, NORTH PALM BEACH, FL 33408.

In performing services pursuant to this Contract, VENDOR shall comply with all relevant provisions of Chapter 119, Florida Statutes. As required by Section 119.0701, Florida Statutes, VENDOR shall:

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

#### **SECTION 31**: PROHIBITION AGAINST CONTINGENT FEES.

VENDOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for VENDOR, to solicit or secure this Contract and that VENDOR has not paid, or agreed to pay, any person, company, corporation, individual or firm, other than a bona fide employee working solely for VENDOR, any fee, commission, percentage, gift, or other consideration contingent upon, or resulting from, aware or making of the Contract. For the breach or violation of this provision, the VILLAGE shall have the right to terminate this Contract and its sole discretion, without liability, and to deduct from the Contract price, or otherwise recover, the full amount of such fee, commission, percentage, fit or consideration.

#### **SECTION 32**: E-VERIFY

VENDOR warrants and represents that VENDOR and all subcontractors are in compliance with Section 448.095, Florida Statutes, as may be amended. VENDOR has registered to use, and shall continue to use, the E-Verify System (E-Verify.gov) to electronically verify the employment eligibility of newly hired employees and has received an affidavit from each subcontractor stating that the subcontractor does not employ, contract with or subcontract with unauthorized aliens. If the VILLAGE has a good faith belief that VENDOR has knowingly violated Section 448.09(1), Florida Statutes, the VILLAGE shall terminate this Contract pursuant to Section 448.095(2), Florida Statutes, as may be amended. If the VILLAGE has a good faith belief that a subcontractor has knowingly violated Section 448.09(1), Florida Statutes, but VENDOR has otherwise complied, it shall notify VENDOR, and VENDOR shall immediately terminate its contract with

the subcontractor.

IN WITNESS WHEREOF, the VILLAGE and VENDOR have made and executed this Contract as of the day and year first above written.

## ICC COMMUNITY DEVELOPMENT SOLUTIONS, LLC

| By:   |
|---|
| Print Name:                                   |
| Position:                                     |
| VILLAGE OF NORTH PALM BEACH                   |
| BY: DEBORAH SEARCY MAYOR                      |
| ATTEST:                                       |
| BY:   |
| APPROVED AS TO FORM AND<br>LEGAL SUFFICIENCY: |
| RY·   |

VILLAGE ATTORNEY

## REQUEST FOR PROPOSALS FOR

## Online Permitting, Planning, Code Enforcement and Licensing Software Solution

VILLAGE OF NORTH PALM BEACH 501 U.S. HIGHWAY ONE NORTH PALM BEACH, FLORIDA 33408-4906

ADVERTISEMENT, INSTRUCTIONS FOR PROPOSAL SPECIFICATIONS, PROPOSAL FORMS

## **ADVERTISEMENT**

The Village of North Palm Beach, Florida, a Florida municipal corporation located in Palm Beach County, Florida ("Village"), is accepting proposals for an **Online Permitting, Planning, Code Enforcement and Licensing Software Solution** until **2:15 P.M. EST on June 3, 2022**, at the Village Clerk's Office, Village Hall, 501 U.S. Highway One, North Palm Beach, FL 33408. Proposals received after the aforementioned date and time will be returned unopened.

The complete Request for Proposals, including all specifications and proposal forms, may be obtained by bona fide proposers upon application at the Village of North Palm Beach, 501 U.S. Highway One, North Palm Beach, Florida 33408, from the Village website at: www.village-npb.org.

Sealed proposal envelopes should be marked "Online Permitting, Planning, Code Enforcement and Licensing Software Solution". The Village shall evaluate the proposals in accordance with the criteria set forth in the RFP. The Village anticipates an award to the proposer with the proposal determined by the Village to be most advantageous in each category or for combined services. The Village may conduct interviews and/or require presentations as part of the evaluation process. The Village shall not be liable for any costs incurred by any proposer in connection with its response to this RFP. The Village reserves the right to reject all RFP submittals, to waive any formalities, to solicit and re-advertise for new RFP submittals, or to abandon the project in its entirety.

VILLAGE OF NORTH PALM BEACH, FLORIDA Andrew Lukasik, Village Manager

Publish: Palm Beach Post Date: May 6, 2022

Publish: DemandStar Date: May 6,

2022

## REQUEST FOR PROPOSALS FOR

## Online Permitting, Planning, Code Enforcement and Licensing Software Solution

#### 1. REQUEST FOR PROPOSALS:

The Village of North Palm Beach, Florida, a Florida municipal corporation located in Palm Beach County ("Village"), is accepting sealed proposals for an **Online Permitting, Planning, Code Enforcement and Licensing Software Solution** until **2:15 P.M. EST on June 3, 2022**, at the Village Clerk's Office, Village Hall, 501 U.S. Highway One, North Palm Beach, FL 33408. Proposals received after the aforementioned date and time will be returned unopened.

## 2. PREPARATION OF PROPOSAL:

This Request for Proposals ("RFP") provides the complete set of terms and conditions, specifications and proposal forms. The following documents are attached hereto and incorporated herein by reference.

| Scope of Work/Specifications     | Exhibit "A" |
|----------------------------------|-------------|
| Proposer's Certification         | Exhibit "B" |
| Public Entity Crimes Statement   | Exhibit "C" |
| Drug Free Workplace              | Exhibit "D" |
| Scrutinized Vendor Certification | Exhibit "E" |
| Standard Village Contract        | Exhibit "F" |

All proposal forms must be completed in full and include a manual signature, in ink, where applicable. The signature must be of an authorized representative who has the legal ability to bind the proposing entity in contractual obligations. Unsigned proposals will not be accepted.

All proposal forms must be typed or legibly printed in ink. Use of erasable ink is not permitted. All corrections made by a proposer to any part of a proposal form must be initialed in ink. It is a proposer's sole responsibility to assure that its proposal is complete and delivered at the proper time and place of the proposal opening. The Village will not be responsible for any expenses incurred in connection with the preparation and/or delivery of a proposal.

An original of all proposal forms, four (4) copies and one (1) electronic copy, along with other required information (as stated in Section 8 below), must be submitted in a sealed envelope to the address provided above via hand-delivery or mail. Faxed or e-mailed proposals are not acceptable. The face of the sealed envelope shall state "Online Permitting, Planning, Code Enforcement and Licensing Software Solution" and contain the proposer's name, return address, title of the proposal, and the date and time for proposal opening. Proposals not submitted in a sealed envelope or on the enclosed proposal forms may be rejected.

All questions regarding this RFP must be submitted to Michael Applegate, IT Director by e-mail to <a href="mailto:mapplegate@village-npb.org">mapplegate@village-npb.org</a> no later than seven (7) days prior to the date scheduled for proposal opening. Responses to questions will be provided as expeditiously as possible, generally within two (2) business days. If any question requires a response which the Village, in its sole discretion, determines should be provided to all potential proposers, the Village will issue an official addendum to this RFP. The Village will endeavor to make sure all potential proposers receive such addendum by posting the addendum on the Village's website for the respective proposal solicitation; however, it is the sole responsibility of every proposer to verify with the Village whether any addendum has been issued prior to submitting a proposal. The Village will not issue an addendum five (5) days or less before proposal opening.

#### 3. <u>PROPOSAL EVALUATION AND AWARD:</u>

On the date and time specified in this RFP, the Village will open and announce aloud all proposals received on time. The evaluation of the proposals will occur soon thereafter. The proposal opening may be delayed if, at the sole discretion of the Village, it is considered to be in the Village's best interests.

The Evaluation Committee shall rank all the firms in order based upon the scoring matrix in Section 9 of the RFP. The Evaluation Committee may request that the top two (2) ranked firms make a formal presentation to the Evaluation Committee. The Evaluation Committee will make a final ranking of the firms following the presentation if needed, based on the evaluation process in Section 9 of the RFP. Village Administration shall commence negotiations and present one or more contracts to the Village Council for approval. For illustrative purposes, a copy of the Village's standard contract for the purchase of services is attached as Exhibit "F." To best meet the needs of the Village, the terms of the Contract may be revised during negotiations.

The Village, in its sole discretion, reserves the right to waive all technicalities or irregularities, to reject any or all proposals or any part of a proposal, to award to a single proposer or to divide the award between proposers, and to re-solicit this RFP or any part of this RFP. The Village further reserves the right, in its sole discretion, to award a contract to the proposer (or proposers) whose proposal best serves the interests of the Village.

#### 4. REGULATIONS, PERMITS AND FEES:

Where applicable, the selected proposer will be required to obtain at its own expense all permits, inspections, business tax receipts and/or licenses, if any, required to provide the required services to the Village under this RFP. The selected proposer must comply with all applicable federal, state and local laws and regulations.

## 5. PUBLIC ENTITY CRIMES:

In accordance with section 287.133, Florida Statutes, any person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier,

subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of \$25,000 for a period of thirty-six (36) months following the date of being placed on the convicted vendor list.

A public entity crimes statement must be completed and signed by an authorized representative and be included with the proposal. A copy of the public entity crimes statement is attached to this RFP as Exhibit "C".

#### 6. PUBLIC RECORDS:

Upon award recommendation or thirty days after opening, whichever is earlier, all proposals and information submitted with each proposal become "public record" and shall be subject to public disclosure consistent with Chapter 119, Florida Statutes ("Public Records Law"). In order to be exempt from disclosure, a proposer must invoke the exemptions to disclosure provided by law in its proposal by providing the specific statutory authority for the claimed exemption, identifying the data or other materials to be protected, and stating the reasons why such exclusion from public disclosure is necessary.

#### 7. PROPOSER'S CERTIFICATIONS:

Each proposer submitting a proposal acknowledges, agrees and certifies as follows:

- A. The proposer and its proposal are subject to all terms and conditions specified herein with no exceptions unless authorized in writing by the Village;
- B. The proposal constitutes an offer to the Village, which shall remain open, irrevocable and unchanged for one hundred and twenty (120) days after proposal opening;
- C. The proposer has not given, offered nor intends to give or offer any economic opportunity, future employment, favor or gratuity of any kind to any employee of the Village in connection with this RFP;
- D. The proposer has not divulged or discussed its proposal with other proposers;
- E. The proposal is made based on independent determination of the proposer without collusion with other proposers in an effort to restrict competition;
- F. The proposer has not made any attempt to induce any potential proposer from submitting or declining to submit a proposal in response to this RFP;
- G. The proposer is financially solvent and sufficiently experienced and competent to provide all goods and/or services required in this RFP;

- H. The proposer shall indemnify, defend and hold harmless the Village, its officers, employees and agents from any and all claims, damages, causes of action or liability related to or arising from this RFP;
- I. Proposer certifies that neither Proposer nor any of Proposer's principals have been convicted of a felony or any crime involving fraud.
- J. Proposer certifies that Proposer and any parent corporations, affiliates, subsidiaries, members, shareholders, partners, officers, directors or executives thereof are not presently debarred, proposed for debarment or declared ineligible to bid or participate in competitive procurement by any Federal, State, or Local Government agency and are not listed on the Florida convicted vendor list.
- K. Proposer certifies the compensation and hourly rates and other expenses or costs to be compensated under the contract are accurate, complete and current. Proposer certifies at the time of contracting and during the preceding twelve (12) month period that charges are no higher than those charged to the Proposer's other customers for the same or substantially similar service(s) in the Southeast Region of the United States.
- L. No member of the proposer's ownership, management or staff has any vested interest in or employment relationship with the Village; and
- M. All information provided in the proposal is true and correct in all respects.

If any proposer fails to meet the foregoing certifications, said failure will constitute grounds for rejecting the proposal.

#### 8. PROPOSAL FORMAT AND SUBMITTALREQUIREMENTS:

Each proposal shall be submitted in a clear, concise format, on 8½ x 11 paper. Each proposal set shall contain all information requested herein to be considered for award. Omission of required information may be cause for disqualification. Each proposal shall consist of the following:

- A. Title Page.
- **B.** Table of Contents.
- C. Cover Letter of Transmittal (no more than two pages):

The Cover Letter of Transmittal shall summarize in a brief and concise statement the proposer's qualifications and the key points of the proposal and shall be signed by an official authorized to bind the proposer and who shall be responsible for committing the firm's resources to this project. The Cover Letter shall also contain the following:

- (1) Indicate if proposal is for all areas or specialized areas of this request.
- (2) A statement that the proposer is licensed in the State of Florida and qualified to provide all services offered in response to this RFP.
- (3) A statement that, if selected by the Village, the proposer understands the work to be done, commits to perform the work within the time period, is able to and will comply with all applicable laws, rules, regulations and ordinances of the Village, Palm Beach County, the State of Florida and the United States.

#### D. Statement of Qualifications.

The Statement of Qualifications shall provide a narrative of the firm's qualifications for the proposed services, and shall, at a minimum, contain the following information:

- (1) Contact Information: The name, address, email address and phone number of the contact person who will be available to respond to any questions and/or schedule interviews during the course of this RFP solicitation process.
- (2) Provide a profile of the firm, including the history of the firm, enterprise structure, ownership interest, and the length of the firm's existence. Provide a list of subsidiary or affiliated companies in which the principals have a financial interest.
- (3) Describe the firm's qualifications to provide the Online Permitting, Planning and Zoning, Code Enforcement and Licensing Software Solution being proposed.
- (4) State whether or not the firm is in compliance with the insurance requirements as described herein regarding minimum coverage. Proof of compliance will be required once a consultant is selected.
- (5) Indicate whether or not your firm has a conflict of interest with regard to any other work performed by the proposer for the Village of North Palm Beach.

### E. Experience of Person who will be assigned to the Project.

(1) Identify the project manager and/or team who will handle the project and provide their resume.

#### F. Scope of Services Provided.

- (1) Describe the approach your company will take to provide **Online Permitting**, **Planning**, **Code Enforcement and Licensing <u>Software</u> Solution**, including all tasks described in the scope of services.
- (2) Describe how you will work with Village departments to implement the software modules.
- (3) What differentiates your software from other providers?
- (4) Provide a brief description of how you will transition the information regarding the operation and maintenance of the systems to the IT Department at the end of your service to the Village.

#### G. References.

Provide a list of clients that the firm has provided **Online Permitting**, **Planning**, **Code Enforcement and Licensing <u>Software</u> Solution** to of comparable size and complexity during the past five (5) years. Include the Name of the Company, a brief description of the services provided and a contact person along with their email and phone number.

#### H. Cost of Services

Provide a fixed fee for your firm to provide software modules that include:

- 1. Planning and Zoning
- 2. Code Enforcement and Licensing
- 3. GIS
- 4. Online Permitting
- 5. Business Tax
- 6. Annual Maintenance and Support Services

#### I. Proposer's Certification (Exhibit B).

- J. Public Entity Crimes Statement (Exhibit C).
- K. Confirmation of Drug Free Workplace (Exhibit D).
- L. Scrutinized Vendor Certification (Exhibit E).
- M. Conflict of Interest Disclosure.

The proposer shall disclose with its proposal the name(s) of any officer, director, agent, employee or immediate family member (spouse, parent, sibling, and child) who is also an employee or officer of the Village. Furthermore, all proposers shall disclose the name of any Village employee or officer who, either directly or indirectly, owns a material interest in the proposer's company, firm or group or in that of any of its affiliates. If no such conflict of interests exists, the proposer should clearly state this in its proposal.

#### 9. SELECTION/EVALUATION PROCESS:

The Village shall utilize an evaluation process for competitive selection.

I. Step One (Initial Evaluation):

Proposals that are complete and responsive shall be evaluated by the Village's Evaluation Committee.

Each Evaluation Committee member shall independently evaluate each proposal based on the categories set forth below. Points shall be assigned using the following matrix:

| Maximum Points | Category   |
|----------------|--|
| 30             | Qualifications of Proposer   |
| 15             | Experience of Person who will be assigned to the Village's Account |
| 25             | Scope of Services Provided   |
| 15             | Client References  |
| 15             | Cost of Services   |

**Maximum Number of Points: 100** 

The scores assigned to the proposal by each Committee member for each category shall be totaled and averaged. Based on the total average score, the proposers submitting the top two proposals shall advance to the "short list" and may be invited to make a presentation to the Evaluation Committee.

## **Evaluation Scoring Scale:**

#### **60 Point Scale**

Superior Response: 40 - 60 Points

Good Response: 20 - 39 Points

Fair Response: 10 - 20 Points

Failed Response: 0-9 Points

## **30 Point Scale**

Superior Response: 20 - 30 Points

Good Response: 10 - 19 Points

Fair Response: 5-9 Points

Failed Response: 0-4 Points

## 15 Point Scale

Superior Response: 11-15 Points

Good Response: 7 - 10 Points

Fair Response: 3-6 Points

Failed Response: 0-2 Points

| The Village expressly reserves the right to modify the procedures set forth herein for the selection/evaluation process. |  |
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#### 10. NEGOTIATION

At the conclusion of the competitive selection process, the Village Manager or his or her designee shall commence negotiations with the firms in order of ranking. At the conclusion of negotiations, the resulting contract(s) shall be presented to the Village Council for approval.

#### 11. CONE OF SILENCE

This Request for Proposals is expressly subject to the Cone of Silence provisions of Section 2-355 of the Palm Beach County Code of Ordinances. Any contract resulting from this RFP entered into in violation of the cone of silence provisions shall render the transaction voidable.

# RFP EXHIBIT "A" SCOPE OF WORK/SPECIFICATIONS

The Village of North Palm Beach Community Development Department currently issues 2,500-3,000 permits annually and uses the Building Permit module in Tyler Munis software. Address, parcel and owner information is generated from the Palm Beach County Property Appraiser data. The Village seeks the services of a qualified and experienced vendor to provide a software solution for use in the following areas of the Village: building permitting, mobile inspections, impact fee management, planning, code enforcement, mobile code enforcement, business tax receipt, customer web interface and site plan review. The Village would like to purchase and begin implementation on or before October 1, 2022, subject to Village Council approval. The proposal submitted and the purchase order, if issued, shall be in complete accordance with, without limitation, this request for proposal, Village of North Palm Beach specification entitled, "Online Permitting, Planning, Code Enforcement and Licensing Software Solution", all codes, specifications and requirements referenced therein. The purpose is to have a seamless system that will be user friendly and will integrate with current Village systems.

#### **Services**

Services shall include, but not be limited to the following:

Licensing and installation of the selected software program(s) on the prescribed number of computer stations for the department (14 licenses). Implementation is to include project management, set up, export/import data, data migration (comprised of project permit and inspection fees) and conversion from Tyler Munis system (SQL database); Forms, reports (at a minimum the attached reports shall be addressed in the proposal), files configuration, integration with the Village owned GIS layers and training of Village employees.

The cost proposal shall break out these services, and any other being proposed in task format for purpose of determining successful delivery and subsequent payment. Additionally, the cost proposal shall provide the costs for annual hosting and support services for a ten-year period. When providing this estimate, it is anticipated that the contract will include support services for five (5) years with one-year renewal options.

The on-line permitting solution shall at a minimum do the following:

- Integrate with the Village's current financial accounting, Tyler Technologies Munis applications, including Tyler Cashiering.
- Work with the Village's current credit card payment processing program, or propose a different credit card payment solution.
- Allow citizens and/or contractors to be able to apply, check status, download permits and submit plans online for obtaining a permit.
- Provide a Plan Review Process that will allow inspectors to sign off on submitted plans, to accept/reject/add notes to plans electronically.
- Have the ability to over-lay corrected plans to compare to plans that were rejected to show corrections.
- Send notifications to citizen or contractor that reference issues with permit request or status of the submitted permit.

- Provide workflows for permit processing and/or plans review.
- Allow citizens to see all fees paid and unpaid that are associated with their application.
- Allow citizens and contractors to request and schedule inspections and track status.
- Retrieve and review plans in the field.
- Access information in "real time" utilizing laptops in vehicles.
- Inquire into all activity on a project, including inspections, in the field.
- Access contractor information in the field.
- Print information in the field.
- Provide Alerts/Reminders, tracking of red, yellow tags and stop work orders.
- Print red tags from vehicles in the field.
- Retrieve all data that has been input for permits, by type; commercial or residential, job value, surcharge fees, etc., in report form/ Ad-hoc reporting.
- Text or e-mail automated inspection requests that will be processed to correct inspector, 24 hours a day.
- Provide system sent e-mail or text alerts for expiring permits, prior to expiration date.
- Access information and all permits that have been issued to a contractor from one location.
- Show alerts and holds for: license or insurance expiration or revocation, red tags not paid, stop work orders, duplicate permits (not closed), etc.
- Report information for permitting and payment for Building Department only.....not to include all fees from all other departments.
- Provide alerts when a commercial business that continues to operate during a remodel fails to get their final inspection.
- Show flood zone mapping, integrated into the system; or availability to access while in the system serving customers.
- Provide customers access to records to see that they have red tags, triple fee permitting because of work without permit, etc.

Code Enforcement's functional objectives for a software platform should include:

- Intuitive user interface
- Efficient (fast, easy) data entry
- Source information identifying how the action was initiated, i.e., Code Enforcement Officer, Citizen Complaint, etc.
- A mobile workflow to be used with mobile devices in the field (via internet or mobile app on iPad) that mirrors desktop application and its functions
- Automatic parcel information retrieval from Palm Beach County Property Appraiser
- •
- Inspection notification and workflows (Cases will have a specific action required. Applications should flag cases due for follow up action daily and notify the affected inspector each day.)
- Automatic scheduling desired
- Easy queries and searches by any data field
- Violations table which can be amended as new ordinances are passed, language changed
- Custom and standard reporting
- Flexible report configurations
- Capacity for user-modifications by trained system administrator without programming skills
- Creation and tracking of modifiable letters and forms which can include inserted attached photos

- Multiple document attachment capability
- Code enforcement case tracking from beginning to end including complaint log, billing and hearings
  - Image management
  - File attachment
  - Audit Log records
  - Online citizen access
  - Property owner registration for vacant properties
  - International Property Maintenance Code
  - Perform SQL queries on the data as needed utilizing an open database format.

### **Code Enforcement Scope**

- I. **Case management-** Software platform will allow code enforcement inspectors a solution to manage cases of various code enforcement processes:
  - Automatic generation of workflow based upon code enforcement process type.
  - Choice of parcel data and owner lookup through GIS integration (tax records, maps) and previous case lookup tables.
  - Capacity to edit owner information and add/list multiple owners and occupants.
  - Automatically add "lookup information" to case.
  - Automatically assign case numbers to new cases (Not optional).
  - Automatic inspection and re-inspection scheduling with reminders automatically sent.
  - Ability to create daily and weekly task lists for code enforcement activities.
  - Provide revisable drop-down lists to assign pertinent information to cases.
  - Provide databases of inspections with spatial attribute data and other information required. Software should record X and Y information at time of creation.
  - Provide easy access to previous case history. It is desirable that closed cases and associated case information are able to be viewed on the map or a quick search.
- II. Letter Generation and Management Software platform will provide code enforcement inspectors an automated solution to generate and manage various code enforcement letters:
  - Automatic generation of various preformatted code enforcement letters based upon case types with case content insertion including photos.
  - Automatic content insertion of case information into letters.
  - Letter editing capability via Microsoft Word or simple editor.
  - Ability to reprint previously sent letters and to maintain a copy for the case record.
  - Ability to update owner and parties of interest letters and reprint letters while maintaining previous case history.
  - Ability to enter certified letter information and verify that cases have been properly served.

- Ability to create letter formats in pdf and other email friendly formats.
- Ability to store letters in print queue for batch printing jobs.
- Letter templates easily modified and created by internal staff.
- Capability of electronic signatures on letters.
- **III. Parcel Data Lookup** Software platform will allow code enforcement officers a solution to access and manage constantly changing property information:
  - Automatically look up owner information from parcel database when new case is entered into system.
  - Ability to edit and update parcel data then create a new data record to be stored in an update lookup table.
  - Automatically looks up various parcel attribute data such as land use and others.
  - Automatically import additional owner information mailing information into system from text file. This includes taxpayer, mortgage company, water billing info, etc. Demonstrate how it will link.
- IV. Reporting Software platform will allow code enforcement inspectors and management team a solution to generate various code enforcement reports:
  - Ability to create listings of overdue letters and inspections.
  - Ability to create and run standard reports along with customized reports.
  - Ability for internal staff to write custom reports.
  - Ability to create graphical charts and graphs summarizing code enforcement information.
  - Ability to export query information to Excel.
  - Ability to email reports in PDF format.
  - Map queried case information.
  - Scheduled reports for automatic delivery via e-mail.
- V. Photo and Document management Software platform will allow code enforcement inspectors a solution to manage photos and other documents associated with cases:
  - Ability to upload and associate videos, photos, etc with code cases and violations.
  - Unlimited file size support.
  - Unlimited number of photos per case.
  - Simultaneous upload of multiple photos.
  - Ability to upload scanned and other documents to code cases and violations.
  - Ability to add notes regarding imported documents.
  - Ability to incorporate documents into case reports and letters.
  - Secure cloud storage of uploaded case documents.
  - Ability to upload pictures during field use.
  - Ability to support general documents accessible outside of a case, i.e., code book PDF, etc.
- VI. GIS Integration and Embedded map System will allow code enforcement officers Exhibit "A" Page 5

a solution to incorporate and map existing GIS data. System should have a GIS Map component included in the software. System should also include the following:

- Validation of address for new case processes.
- Owner address lookups.
- Query parcel information by owner name.
- Auto-populate information into cases based upon geographical location utilizing integrated GIS layers such as code enforcement areas, flood zones, etc.
- Automatically assign cases to code enforcement officers based on geographical location.
- Ability to utilize GPS on a tablet in the field to create cases from the map.
- Ability to add notes on the map or to each parcel that is not related to a specific case.
- Ability to hover over GIS information and see relevant fields in popup.

## VII. On-line Citizen Access - System will allow citizens to file complaints and track status:

- Filing complaints on-line.
- Easy access for citizens to track status of complaints.
- Capability for citizens to upload photos, videos, etc.
- Ability to notify inspectors of on-line complaints filed by citizens.

## VIII. Public Nuisance Abatement – System will provide the code enforcement with a solution to manage enforcement and remediation of public nuisance cases:

- Automatic scheduling of property inspections and re-inspections.
- Contractor Information and costs.
- Creation of invoices and other documentation required for lien/billing process.

**Data Migration** - Ability to migrate information from the internal database currently in use by code enforcement.

#### General Questions to be answered by Respondents:

- What are Minimum Bandwidth Requirements?
- What are Maximum Bandwidth Requirements?
- How many sites do you have for emergency backup/data recovery in case the main server goes down? Where is the backup located?
- How frequently do maintenance periods occur? If there is downtime, how long does the downtime last (on average?) At what time of the day/week does scheduled maintenance normally occur?
- What kind of software uptime do you guarantee?
- If the contract is terminated, will the Village have access to download our data for our own use? What other options does the vendor supply for the client in-order to obtain the data? (i.e., transferring data to an external hard drive and shipped to the

client)

- What is the timeline for implementation after receipt of order?
- How are software upgrades handled? Are they included in the annual maintenance agreement?

The Village requests on-site training, however web training may be substituted if needed.

#### Tentative RFP Schedule (subject to change at the discretion of the Village):

| May 6, 2022   | Public Advertisement of RFP.                  |
|---------------|---|
| June 3, 2022  | Proposals due by 2:15 PM                      |
| June 13, 2022 | Evaluation Committee Review of RFP's (Step 1) |
| July 14, 2022 | Contract(s) Recommendation to Council         |

#### RFP EXHIBIT "B" PROPOSER'S CERTIFICATION

## SUBMIT ONE ORIGINAL, FOUR (4) COPIES AND ONE ELECTRONIC COPY OF YOUR PROPOSAL TO:

Village of North Palm Beach Village Clerk's Office 501 U.S. Highway One, North Palm Beach, FL 33408

Secretary

## **RFP TITLE: Online Permitting, Planning, Code Enforcement and Licensing Software Solution**

Proposal must be received **PRIOR TO 2:15 P.M. on June 3, 2022,** at which time Proposals will be opened. Proposer's Name: (Please specify if a corporation, partnership, other entity or individual) Fed. ID# or SSN:\_\_\_\_\_ Telephone No.: Fax Number: E-mail Address: Contact representative: The undersigned authorized representative of the Proposer agrees to all terms and conditions stated in the RFP, and proposes and agrees that if this proposal is accepted by the Village, the Proposer will enter a contract with the Village incorporating the terms of the standard Village contract to provide the services as stated in this proposal and in accordance with the terms and conditions of this RFP. No proposal may be withdrawn for a period of one hundred and twenty (120) days following the opening of the proposals. The Proposer further acknowledges and affirms the certifications set forth in Section 7 of the RFP. PROPOSER REPRESENTATIVE WITH AUTHORITY TO BIND CONTRACT Authorized Representative's Signature Date Position Name **Attest By:** [Corporate Seal]

# RFP EXHIBIT "C" PUBLIC ENTITY CRIMES STATEMENT UNDER § 287.133, FLORIDA STATUTES

| 1. This sworn statement is submitted to the Village of North Palm Beach, Florida                                |
|---|
| by  |
| by (print individual's name and title)  |
| for   |
| (print name of entity submitting)   |
| whose business address is   |
| and (if applicable) its Federal Employer Identification Number (FEIN) is:                                       |
| (If the entity has no FEIN, include the Social Security Number of the Individual signing this sworn statement:) |

- 2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), <u>Florida Statutes</u>, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision or any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
- 3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), **Florida Statutes**, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
- 4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
  - a. A predecessor or successor of a person convicted of a public entity crime; or
  - b. An entity under the control any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
- 5. I understand that a "person" as defined in Paragraph 287.133(1)(e), <u>Florida Statutes</u>, means any natural person or entity organized under the laws of any state or of the United States with the legal power

to enter into binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

| 6. Based on information and belief, the statement submitting this sworn statement. (indicate   | tement which I have marked below is true in relation to the which statement applies.)   |
|--|---|
| partners, shareholders, employees, members, or   | rn statement, nor any of its officers, directors, executives, agents who are active in the management of the entity, nor and convicted of a public entity crime subsequent to July  |
| partners, shareholders, employees, members, or   | ment, or one or more of its officers, directors, executives, agents who are active in the management of the entity, or and convicted of a public entity crime subsequent to July 1,   |
| partners, shareholders, employees, members, or<br>an affiliate of the entity has been charged with a<br>1989. However, there has been a subsequent pr<br>Division of Administrative Hearings and the Fir | ment, or one or more of its officers, directors, executives, agents who are active in the management of the entity, or and convicted of a public entity crime subsequent to July 1 roceeding before a Hearing Officer of the State of Florida, and Order entered by the Hearing Officer determined that it is submitting this sworn statement on the convicted vendor |
| OFFICER FOR THE PUBLIC ENTITY IDE THAT PUBLIC ENTITY ONLY AND, THA OF THE CALENDAR YEAR IN WHICH REQUIRED TO INFORM THE PUBLIC ENIN EXCESS OF THE THRESHOLD AMO  | ION OF THIS FORM TO THE CONTRACTING ENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR IT HIS FORM IS VALID THROUGH DECEMBER 31 IT IS FILED. I ALSO UNDERSTAND THAT I AMNITY PRIOR TO ENTERING INTO A CONTRACT DUNT PROVIDED IN SECTION 287.017, FLORIDANY CHANGE IN THE INFORMATION CONTAINED  |
|  | (Signature)   |
| The foregoing document was swor, 20 byas identification.   | n and subscribed before me thisday of, who is personally known to me or produced  |
|  | Notary Public My Commission Expires:  |

## RFP EXHIBIT "D" CONFIRMATION OF DRUG-FREE WORKPLACE

In accordance with Section 287.087, Florida Statutes, whenever two or more Proposals are equal with respect to price, quality, and service which are received by any political subdivision for the procurement of commodities or contractual services, a proposal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug-free workplace program, a business shall:

- (1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violation of such prohibition.
- (2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- (3) Give each employee engaged in providing the commodities or contractual services that are under proposal a copy of the statement specified in subsection (1).
- (4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than 5 days after such conviction.
- (5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by, any employee who is so convicted.
- (6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

| As the person authorized to sign this state I certify that |              | _, |
|--|--------------|----|
| Authorized Representative's Signature                      | <br>Date     |    |
| Name   | <br>Position |    |

## RFP EXHIBIT "E" SCRUTINIZED VENDOR CERTIFICATION PURSUANT TO SECTION 287.135, FLORIDA STATUTES

This sworn statement is submitted to the Village of North Palm Beach, Florida

| by  |
|---|
| (print individual's name and title) for   |
| (print name of entity submitting sworn statement)   |
| whose business address is   |
|   |
| and (if applicable) its Federal Employer Identification Number (FEIN) is:                                       |
| (If the entity has no FEIN, include the Social Security Number of the Individual signing this sworn statement:) |
| 1. I hereby certify that the above-named entity:  |

- A. Does not participate in the boycott of Israel; and
- B. Is not on the Scrutinized Companies that Boycott Israel List.
- 2. If the Contract for goods and services is for more than \$1,000,000, I hereby certify that the above-named entity:
  - A. Is not on the Scrutinized Companies with Activities in Sudan List; and
  - B. Is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and
  - C. Has not engaged in business operations in Cuba or Syria.

Section 287.135, Florida Statutes, prohibits the Village from: (1) contracting with companies for goods or services in any amount if at the time of bidding on, submitting a proposal for, or entering into or renewing a contract if the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel; and (2) contracting with companies, for goods or services over \$1,000,000 that are on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List created pursuant to Section 215.473, Florida Statutes or is engaged in business operations in Cuba or Syria.

As the person authorized to sign on behalf of the above-named entity, I hereby certify that the statements set forth above are true and that pursuant to Section 287.135, Florida Statutes, the submission of a false certification may subject the company to civil penalties, attorney's fees and/or costs. I further understand that any contract with the Village for goods or services may be terminated at the option of the Village if the company has been found to have submitted a false certification.

|                    | (                         | Signature              | ) |          |   |                   |
|--------------------|---------------------------|------------------------|---|----------|---|-------------------|
| The foregoing , 20 | document w by as identifi |                        |   |          | before me this<br>personally known to me or | _ day of produced |
|                    |                           | Notary Pub<br>My Commi |   | Expires: |   |                   |

#### REQUEST FOR PROPOSAL **EXHIBIT "F"** STANDARD VILLAGE CONTRACT

| This Contract is made as of the          | lay of                | _, 2022, by and between the Village    |
|--|-----------------------|--|
| of North Palm Beach, a municipal corpo   | oration organized and | l existing under the laws of the State |
| of Florida, hereinafter referred to a    | s VILLAGE, and        |  |
| corporation authorized to do business in | the State of Florida, | hereinafter referred to as VENDOR,     |
| whose Federal Employer I.D. No. is       |                       |  |
|  |                       |  |
| In consideration of the promises and mu  | ıtual covenants herei | in contained, it is hereby agreed that |
| VENDOR shall provide to the VILLA        | AGE all goods and     | services requested pursuant to the     |

Request for Proposals for an Online Permitting, Planning, Code Enforcement and Licensing

#### **SECTION 1**: SCOPE OF SERVICES OF THE VENDOR.

Solution pursuant to the terms and conditions of this Contract.

The Scope of Work for Online Permitting, Planning, Code Enforcement and Licensing **Software Solution** is in accordance with the RFP document.

#### **SECTION 2**: TERM OF CONTRACT.

- This Contract shall be for an initial term of five (5) years from the date first written above unless earlier terminated in accordance with the terms and conditions stated herein. The initial term of this Contract shall automatically extend for one-year terms unless either party notifies the other party at least ninety (90) days prior to the end of the initial term or any renewal term that it does not desire to have the Contract automatically extend.
- В. VENDOR shall not be entitled to an increase in the agreed to compensation in this Contract or payment or compensation of any kind from the VILLAGE for direct, indirect, consequential, impact or other costs, expenses or damages.

#### **SECTION 3:** VILLAGE'S REPRESENTATIVE.

Unless otherwise specified by the VILLAGE, the VILLAGE's representative shall be the Director of IT. The Director of IT shall have the right at all reasonable times during the term of this Contract to inspect or otherwise evaluate the work being performed thereunder and the premises in which it is being performed.

#### **SECTION 4**: COMPENSATION AND METHOD OF PAYMENT.

- A. The VILLAGE agrees to compensate the VENDOR for Online Permitting, Planning, Code Enforcement and Licensing Software Solution and for which Purchase Orders are issued in accordance with VENDOR's proposal.
- В. VENDOR shall submit an invoice(s) to the VILLAGE for said compensation on the date and time mutually agreed upon by the VILLAGE and VENDOR. All invoice(s) received from VENDOR pursuant to this Contract will be reviewed and approved by the VILLAGE's representative, indicating that goods and services have been provided and rendered in conformity

with the Contract and then will be sent to the Finance Department for payment. Invoices will normally be paid within thirty (30) days following the VILLAGE representative's approval.

- C. Work undertaken or expenses incurred that exceeds an amount set forth in this Contract without prior written authorization from the VILLAGE shall be the liability of the VENDOR.
- D. VENDOR waives consequential or incidental damages for claims, disputes or other matters in question arising out of or relating to this Contract.
- E. In order for both parties herein to close their books and records, VENDOR will clearly state "<u>final invoice</u>" on the VENDOR's final/last billing to the VILLAGE. This certifies that all goods and services have been properly performed and all charges have been invoiced to the VILLAGE. Since this account will thereupon be closed, any and other further charges if not properly included in this final invoice are waived by the VENDOR. The VILLAGE will not be liable for any invoice from the VENDOR submitted thirty (30) days after the provision of all goods and services.
- F. If the VILLAGE disputes any invoice or part of an invoice, VILLAGE shall notify VENDOR of such dispute within fifteen (15) days of receipt of the invoice. VILLAGE reserves the right to off-set, reduce or withhold any payment to VENDOR in accordance with the terms and conditions of this Contract.

#### **SECTION 5**: INDEMNIFICATION.

- A. VENDOR shall indemnify and save harmless and defend the VILLAGE, its agents, servants, and employees from and against any and all claims, liability, losses, and/or cause of action which may arise from any negligent act or omission of the VENDOR, its agents, servants, or employees in the performance of services under this Contract.
- B. VENDOR further agrees to indemnify, save harmless and defend the VILLAGE, its agents, servants and employees from and against any claim, demand or cause of action of whatsoever kind or nature arising out of any conduct or misconduct of the VENDOR its agents, servants, or employees not included in the paragraph above and for which the VILLAGE, its agents, servants or employees are alleged to be liable.
- C. Nothing contained in this Contract shall create a contractual relationship with or a cause of action in favor of a third party against either the VILLAGE or VENDOR, nor shall this Contract be construed a waiver of sovereign immunity beyond the waiver provided in § 768.28, Florida Statutes.

#### **SECTION 6**: PERSONNEL.

- A. VENDOR represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Contract.
- B. All of the services required hereunder shall be performed by the VENDOR or under its supervision, and all personnel engaged in performing the services shall be fully qualified and, if required, authorized or permitted under state and local law to perform such services.

C. All of the VENDOR's personnel (and all sub-contractors OR sub-consultants) while on VILLAGE premises, will comply with all VILLAGE requirements governing conduct, safety, and security.

#### **SECTION 7**: <u>TERMINATION</u>.

This Contract may be cancelled by the VENDOR upon thirty (30) days prior written notice to the VILLAGE's representative in the event of substantial failure by the VILLAGE to perform in accordance with the terms of this Contract through no fault of the VENDOR. It may also be terminated, in whole or in part, by the VILLAGE without cause upon thirty (30) days written notice to the VENDOR. The VILLAGE may also terminate this Contract with written notice of cause to the VENDOR, who fails to cure such cause within ten (10) days of the receipt of the VILLAGE's notice. Unless the VENDOR is in breach of this Contract, the VENDOR shall be paid for services rendered to the VILLAGE's satisfaction through the date of termination. After receipt of a Termination Notice and except as otherwise directed by the VILLAGE, the VENDOR shall:

- A. Stop work on the date and to the extent specified;
- B. Terminate and settle all orders and subcontracts relating to the performance of the terminated work;
- C. Transfer all work in progress, completed work, and other materials related to the terminated work to the VILLAGE; and
- D. Continue and complete all parts of the work that have not been terminated.

#### **SECTION 8**: <u>FEDERAL AND STATE TAX.</u>

The VILLAGE is exempt from payment of Florida State Sales and Use Tax. Unless purchased directly by the VILLAGE, the VENDOR shall <u>not</u> be exempted from paying sales tax to its suppliers for materials used to fill contractual obligations with the VILLAGE, nor is the VENDOR authorized to use the VILLAGE's Tax Exemption Number in securing such materials.

#### **SECTION 9**: INSURANCE.

- A. Prior to commencing any work, the VENDOR shall provide certificates evidencing insurance coverage as required hereunder. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. The Certificates shall clearly indicate that the VENDOR has obtained insurance of the type, amount, and classification as required for strict compliance with this Section and that no material change or cancellation of the insurance shall be effective without thirty (30) days' prior written notice to the VILLAGE's representative. Failure to comply with the foregoing requirements shall not relieve the VENDOR of its liability and obligations under this Contract.
- B. The parties to this Contract shall carry Workers' Compensation Insurance and Employer's Liability Insurance for all employees as required by Florida Statutes. In the event that a party does not carry Workers' Compensation Insurance and chooses not to obtain same, then such party shall in accordance with Section 440.05, Florida Statutes, apply for and obtain an exemption authorized by the Department of Insurance and shall provide a copy of such exemption to the VILLAGE.

- C. VENDOR shall maintain, during the life of this Contract, Professional Liability/Error & Omission Insurance/3<sup>rd</sup> Party Crime Coverage to include money & securities, forgery or alteration and employee dishonesty in the minimum amount of \$1,000,000 per occurrence.
- D. All insurance, other than Worker's Compensation, to be maintained by the VENDOR shall specifically include the VILLAGE as an Additional Insured.

#### **SECTION 10**: SUCCESSORS AND ASSIGNS.

The VILLAGE and VENDOR each binds itself and its partners, successors, executors, administrators, and assigns to the other party of this Contract and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Contract. Except as above, neither the VILLAGE nor the VENDOR shall assign, sublet, convey or transfer its interest in this Contract without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the VILLAGE which may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the VILLAGE and the VENDOR.

#### **SECTION 11**: GOVERNING LAW, VENUE AND REMEDIES.

This Contract shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the Contract will be held in Palm Beach County. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof. The VILLAGE and VENDOR knowingly, voluntarily, and intentionally waive any right they may have to trial by jury with respect to any litigation arising out of or in connection with this Contract.

#### **SECTION 12**: INDEPENDENT CONTRACTOR RELATIONSHIP.

The VENDOR is, and shall be, in the performance of all Services under this Contract, an independent contractor and not an employee, agent, or servant of the VILLAGE. All persons engaged in any of the Services performed pursuant to this Contract shall at all times, and in all places, be subject to the VENDOR'S sole direction, supervision, and control. VENDOR shall exercise control over the means and manner in which it and its employees perform the Services.

#### **SECTION 13**: ACCESS AND AUDITS.

The VENDOR shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the Services for at least three (3) years after completion of this Contract. The VILLAGE shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at the VENDOR's place of business. In no circumstances will VENDOR be required to disclose any confidential or proprietary information regarding its products and service costs.

#### **SECTION 14**: NONDISCRIMINATION.

The VENDOR warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, or sexual orientation.

#### **SECTION 15**: ENFORCEMENT COSTS.

If any legal action or other proceeding is brought for the enforcement of this Contract, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this Contract, the successful or prevailing party or parties shall be entitled to recover reasonable attorney's fees, court costs and all expenses (including taxes) even if not taxable as court awarded costs (including, without limitation, all such fees, costs and expenses incident to appeals), incurred in that action or proceeding, in addition to any other relief to which such party or parties may be entitled.

#### **SECTION 16**: <u>AUTHORITY TO PRACTICE.</u>

VENDOR hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business and provide the Work under this Contract, and that it will at all times conduct its business and provide the Work under this Contract in a reputable manner. Proof of such licenses and approvals shall be submitted to the VILLAGE's representative upon request.

#### **SECTION 17**: SEVERABILITY.

If any term or provision of this Contract, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, to remainder of this Contract, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Contract shall be deemed valid and enforceable to the extent permitted by law.

#### **SECTION 18: MODIFICATIONS OF WORK.**

- A. The VILLAGE reserves the right to make changes in the work, including alterations, reductions therein or additions thereto. Upon receipt by the VENDOR of the VILLAGE's notification of a contemplated change, the VENDOR shall, in writing: (1) provide a detailed estimate for the increase or decrease in cost due to the contemplated change, (2) notify the VILLAGE of any estimated change in the completion date, and (3) advise the VILLAGE if the contemplated change shall affect the VENDOR's ability to meet the completion dates or schedules of this Contract.
- B. If the VILLAGE so instructs in writing, the VENDOR shall suspend work on that portion of the work affected by the contemplated change, pending the VILLAGE's decision to proceed with the change.
- C. If the VILLAGE elects to make the change, the VILLAGE shall initiate a Change to the Purchase Order and the VENDOR shall not commence work on any such change until such revised Purchase Order is received.

#### **SECTION 19**: PROTECTION OF WORK AND PROPERTY.

- A. VENDOR shall continuously maintain adequate protection of all work from damage, and shall protect the VILLAGE's property from injury or loss arising in connection with the Contract. Except for any such damage, injury, or loss, except that which may be directly due to errors caused by the VILLAGE or employees of the VILLAGE, the VENDOR shall provide any necessary materials to maintain such protection.
- B. VENDOR will also take every necessary precaution to ensure the safety of the VILLAGE, public and other guests and invitees thereof at or near the areas where work is being accomplished during and throughout the completion of all work.

#### **SECTION 20:** WARRANTY/GUARANTY.

VENDOR warrants that its goods and services under this Contract will be free of defects in materials and workmanship for a period of one year or longer in accordance with Manufacturer's Warranty following the provision of said goods and services.

#### **SECTION 21**: COMPLIANCE WITH LAWS.

VENDOR shall, in performing the services contemplated by this Contract, faithfully observe and comply with all federal, state and local laws, ordinances and regulations that are applicable to the services to be rendered under this Contract.

**SECTION 22**: <u>NOTICE</u>. All notices required in this Contract shall be sent by certified mail, return receipt requested, and if sent to the VILLAGE shall be mailed to:

Village of North Palm Beach Village Manager 501 U.S. Highway One North Palm Beach, FL 33408

and if sent to the VENDOR shall be mailed to:

#### **SECTION 23**: ENTIRETY OF CONTRACTUAL AGREEMENT.

The VILLAGE and the VENDOR agree that this Contract sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Contract may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto. In the event of a conflict between this Contract and the VILLAGE's Request for Proposal and the VENDOR's proposal, this Contract shall take precedence with the VILLAGE's Request for Proposal taking precedence over the VENDOR's proposal. All such documents shall be read in a manner so as to avoid a conflict.

#### **SECTION 24**: WAIVER.

Failure of a party to enforce or exercise any of its right(s) under this Contract shall not be deemed a waiver of that parties' right to enforce or exercise said right(s) at any time thereafter.

#### **SECTION 25**: PREPARATION.

This Contract shall not be construed more strongly against either party regardless of who was more responsible for its preparation.

#### **SECTION 26**: SURVIVABILITY.

Any provision of this Contract which is of a continuing nature or imposes an obligation which extends beyond the term of this Contract shall survive its expiration or earlier termination.

#### **SECTION 27**: WAIVER OF SUBROGATION.

VENDOR hereby waives any and all rights to Subrogation against the VILLAGE, its officers, employees and agents for each required policy. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement, then VENDOR shall agree to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy, which a condition to the policy specifically prohibits such an endorsement, or voids coverage should VENDOR enter into such an agreement on a pre-loss basis.

#### **SECTION 28**: INSPECTOR GENERAL.

VENDOR is aware that the Inspector General of Palm Beach County has the authority to investigate and audit matters relating to the negotiation and performance of this Contract and in furtherance thereof, may demand and obtain records and testimony from VENDOR. VENDOR understands and agrees that in addition to all other remedies and consequences provided by law, the failure of VENDOR to fully cooperate with the Inspector General when requested may be deemed by the VILLAGE to be a material breach of this Contract justifying its termination.

#### **SECTION 29:** ADDITIONAL SERVICES;

If during the contractual period covered by the agreement, additional services are needed, the VENDOR may, at the option of the Village Council, be engaged to perform these services under the terms of the contract.

#### **SECTION 30**: PUBLIC RECORDS.

IF VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: (561) 841-3355; <a href="mailto:npbclerk@village-npb.org">NPBCLERK@village-npb.org</a>; OR 501 U.S. HIGHWAY ONE, NORTH

#### PALM BEACH, FL 33408.

In performing services pursuant to this Contract, VENDOR shall comply with all relevant provisions of Chapter 119, Florida Statutes. As required by Section 119.0701, Florida Statutes, VENDOR shall:

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

#### **SECTION 31**: PROHIBITION AGAINST CONTINGENT FEES.

VENDOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for VENDOR, to solicit or secure this Contract and that VENDOR has not paid, or agreed to pay, any person, company, corporation, individual or firm, other than a bona fide employee working solely for VENDOR, any fee, commission, percentage, gift, or other consideration contingent upon, or resulting from, aware or making of the Contract. For the breach or violation of this provision, the VILLAGE shall have the right to terminate this Contract and its sole discretion, without liability, and to deduct from the Contract price, or otherwise recover, the full amount of such fee, commission, percentage, fit or consideration.

#### **SECTION 32**: E-VERIFY

VENDOR warrants and represents that VENDOR and all subcontractors are in compliance with Section 448.095, Florida Statutes, as may be amended. VENDOR has registered to use, and shall continue to use, the E-Verify System (E-Verify.gov) to electronically verify the employment eligibility of newly hired employees and has received an affidavit from each subcontractor stating that the subcontractor does not employ, contract with or subcontract with unauthorized aliens. If the VILLAGE has a good faith belief that VENDOR has knowingly violated Section 448.09(1), Florida Statutes, the VILLAGE shall terminate this Contract pursuant to Section 448.095(2), Florida Statutes, as may be amended. If the VILLAGE has a good faith belief that a subcontractor

has knowingly violated Section 448.09(1), Florida Statutes, but VENDOR has otherwise complied, it shall notify VENDOR, and VENDOR shall immediately terminate its contract with the subcontractor.

IN WITNESS WHEREOF, the VILLAGE and VENDOR have made and executed this Contract as of the day and year first above written.

| VENDOR                      |
|-----------------------------|
| By:                         |
| Print Name:                 |
| Position:                   |
| VILLAGE OF NORTH PALM BEACH |
| BY:                         |
| DEBRA SEARCY<br>MAYOR       |
| ATTEST:                     |
| BY:                         |
| JESSICA GREEN,              |
| VILLAGE CLERK               |
| APPROVED AS TO FORM AND     |
| LEGAL SUFFICIENCY:          |
| BY:                         |
| VILLAGE ATTORNEY            |

Average Scares

| Proposer                    | Qualifications (Max 30) | Experience of person who will be assigned to Village's Account. (Max 15) | Scope of Services Provided (Max 25) | Client References (Max 15) | Cost of Services (Max 15) | Total |
|-----------------------------|-------------------------|--|-------------------------------------|----------------------------|---------------------------|-------|
| Sages Networks              | 21.25                   | 12   | 22.5                                | 11.75                      | 10                        | 77.5  |
| Tyler Technologies          | 25                      | 10.5   | 23.25                               | 11.75                      | 0.5                       | 71    |
| MaintStar                   | 24.25                   | 14   | 22.5                                | 10.5                       | 14                        | 85.25 |
| GovBuilt                    | 8.75                    | 5.5  | 10                                  | 5.5                        | 2.25                      | 32    |
| RedMark Technologies        | 15.75                   | 10.75  | 13.25                               | 8.5                        | 4.25                      | 52,5  |
| Central Square              | 24.5                    | 12   | 22.5                                | 11.75                      | 5.75                      | 74.5  |
| Brightly Software           | 18.75                   | 9.5  | 17                                  | 85                         | 6.5                       | 60.Z5 |
| OpenGov                     | 23.75                   | 10.25  | 22.5                                | 7.5                        | 8.75                      | 72.75 |
| ICC Community Dev Solutions | 24.5                    | 10.5   | 23.5                                | 8.5                        | 15                        | 82    |

| Proposer                    | Qualifications (Max 30) | Experience of person who will be assigned to Village's Account. (Max 15) | Scope of Services Provided (Max 25) | Client References (Max 15) | Cost of Services (Max 15) | Total |
|-----------------------------|-------------------------|--|-------------------------------------|----------------------------|---------------------------|-------|
| Sages Networks              | 25                      | 15   | 25                                  | 12                         | / <b>&amp;</b> Z          | 89    |
| Tyler Technologies          | 30                      | 10   | 25                                  | <b>18</b> 10               | 0                         | 75    |
| MaintStar                   | 30                      | <b>B</b> 15  | 25                                  | 10                         | 13                        | 83    |
| GovBuilt                    | 5 .                     | 5  | 10                                  | 5                          | 0                         | 25    |
| RedMark Technologies        | .15                     | 10   | 10.                                 | -7.                        | Ō                         | 42    |
| Céntral Square              | 30                      | 10:  |                                     | 10                         | 5                         | 80    |
| Brightly Software           | 20                      | 10   | 10                                  | 7                          | 5                         | 52    |
| QpenGov                     | <i>3</i> 0`             | 10   | :25                                 | 5                          | 5                         | CB    |
| ICC Community Dev Solutions | 28                      | 7  | 25                                  | /0                         | 15                        | 85    |

Kacy Marrone

WAYNE CAMERON

| Proposer                    | Qualifications (Max 30) | Experience of person who will be assigned to Village's Account. (Max 15) | Scope of Services Provided (Max 25) | Client References (Max 15) | Cost of Services (Max 15) | Total |
|-----------------------------|-------------------------|--|-------------------------------------|----------------------------|---------------------------|-------|
| Sages Networks              | 25                      | 10   | 20                                  | 10                         | 8                         | 68    |
| Tyler Technologies          | 259                     | 12   | 23                                  | 12,                        | 2                         | 74    |
| MaintStar                   | 20                      | 12   | 20                                  | 10                         | 13                        | 75    |
| GovBuilt                    | 15                      | 7  | 15                                  | 7                          | 4                         | 48    |
| RedMark Technologies        | 18                      | 10   | 18                                  | 10                         | 7                         | 63    |
| Central Square              | 23                      | 11   | 20                                  | 12                         | 8                         | 74    |
| Brightly Software           | 20                      | 10   | 18                                  | 9                          | 9                         | 66    |
| OpenGov                     | 20                      | 11   | 20                                  | 10                         | 10                        | 71    |
| ICC Community Dev Solutions | 25                      | 10   | 22                                  | 9                          | 15                        | 81    |

| Proposer                    | Qualifications (Max 30) | Experience of person who will be assigned to Village's Account. (Max 15) | Scope of Services Provided (Max 25) | Client References (Max 15) | Cost of Services (Max 15) | Total |
|-----------------------------|-------------------------|--|-------------------------------------|----------------------------|---------------------------|-------|
| Sages Networks              | 20                      | 15   | 25                                  | 15                         | 10                        | 85    |
| Tyler Technologies          | 25                      | 10   | 25                                  | 15                         | Ø                         | 75    |
| MaintStar                   | 25                      | 15   | 25                                  | 10                         | 15                        | 90    |
| GovBuilt                    | 10                      | 45   | 5                                   | 5                          | 5                         | 30    |
| RedMark Technologies        | 25                      | 15   | 15                                  | 10                         | 5                         | 70    |
| Central Square              | 25                      | 15   | 25                                  | 15                         | 5                         | 85    |
| Brightly Software           | 20                      | 10   | 20                                  | 10                         | 7                         | 67    |
| OpenGov                     | 25                      | 10   | 25                                  | 5                          | 10                        | 75    |
| ICC Community Dev Solutions | 25                      | 15   | 25                                  | 5                          | 15                        | 85    |

Chad Girard (g) d 6/13/22

| Proposer                    | Qualifications (Max 30) | Experience of person who will be assigned to Village's Account. (Max 15) | Scope of Services Provided<br>(Max 25) | Client References (Max 15) | Cost of Services (Max 15) | Total    |
|-----------------------------|-------------------------|--|--|----------------------------|---------------------------|----------|
| Sages Networks              | <b>₹</b>                | 8  | 90                                     | 10                         | /0                        | 68       |
| Tyler Technologies          | 20                      | 10   | 20                                     | 10                         | 0                         | 60       |
| MaintStar                   | 22                      | 14   | 20                                     | /2                         | 15                        | 83       |
| GovBuilt                    | 5                       | 5  | 10                                     | 5                          | 0 3                       | <b>P</b> |
| RedMark Technologies        | 5                       | 8  | 10                                     | 7                          | 5                         | 35       |
| Central Square              | 7-0                     | 12   | 200                                    | 10                         | 5                         | 67       |
| Brightly Software           | 15                      | 8  | 20                                     | 8                          | 5                         | 56       |
| OpenGov                     | D                       | 10   | no                                     | 10                         | 10                        | 70       |
| ICC Community Dev Solutions | 20                      | 10   | 22                                     | 10                         | 15                        | 77       |

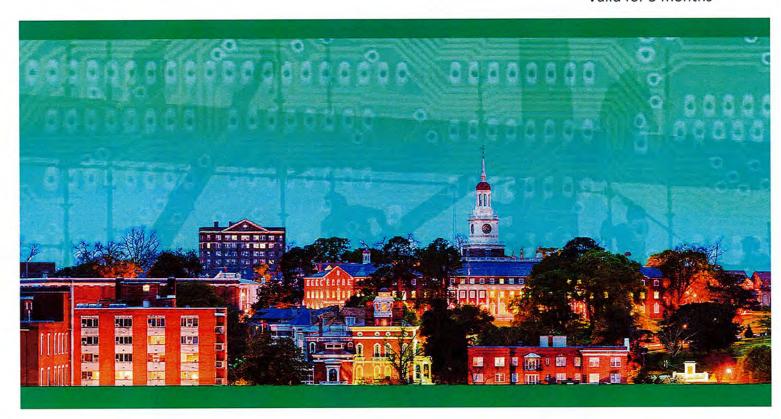
Mike Applegate

## Village of North Palm Beach, FL

**Palm Beach County** 

# Response to Online Permitting, Planning, Code Enforcement and Licensing Software Solution

June 3, 2022 Valid for 3 months



Suzanne Owens
Solutions Account Executive
585-402-8667
SOwens@icc-cds.com



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#### C: COVER LETTER

June 3, 2022

Mr. Michael Applegate IT Director Village of North Palm Beach 501 U.S. Highway One North Palm Beach, FL 33408-4906

RFP for Online Permitting, Planning, Code Enforcement and Licensing Software

#### Dear Selection Committee:

ICC Community Development Solutions is pleased to submit this proposal as our official response to the Village of North Palm Beach Request for Proposal for Online Permitting, Planning, Code Enforcement and Licensing Software. Based on our understanding of the stated requirements and terms and conditions set forth in the RFP, we have provided the Village with a Municity 5 SaaS Solution, integrated with a Laserfiche Content Management Solution to address your community requirements.

In 2017, General Code was acquired by the International Code Council with ICC Community Development Solutions, LLC (ICC CDS) was formed after the acquisition to represent the software solutions business implemented for jurisdictions. Our 58+ years of experience working with local governments to address the organization and publishing of code and ordinance information, including our experience providing Community Development Software solutions, integrated ECM/BPM solutions and consulting services, affords us the ability to understand the issues relating to managing records, dealing with volumes of paper and working to automate business processes.

We pride ourselves in our expertise implementing solutions comparable to what the Village has outlined in its RFP and presently work with over 200 customers supporting Community Development solutions integrated directly with our Laserfiche Enterprise Content Management software solutions, our General Code Codification products and in the very near future with the ICC Building Codes and related regulatory information.

Thank you for this opportunity to provide the Municity solution to the Village. We look forward to meeting with the committee to review our response and to discuss how Municity and ICC Community Development Solutions can meet the Village's current and future Community Development needs.

Sincerely,

Daniel S. Foster

General Manager



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#### D: STATEMENT OF QUALIFICATIONS

ICC Community Development Solutions has been a solution provider working with the Municity Land Management program since 2004. The earlier version of this product was added to our solution set that at the time included Laserfiche Document Management. Because of the number of local ordinance codes we manage through our codification business, General Code, we were approached by many land management vendors to work with us to integrate our code data into the local building/code enforcement systems. It was a natural area for us to expand our solution set.

At that time we partnered with Software Consulting Associates, Inc. (SCA), creators of the Municity suite of products. Most recently, in February of 2022, we acquired the assets of SCA and the Municity software, along with its development and service team. Collectively, we currently serve over 220 municipal government clients in 20 states and the US Virgin Islands. Our intuitive software solutions help municipalities across the country run more efficiently.

ICC CDS is committed to being the premier Cloud-Based Building / Permitting / Code Enforcement / Inspection system in the industry. We began converting all of our products over to web-based in 2010 and now have an extremely sophisticated code-base and system architecture that allows for information sharing, collaboration, and reporting in ways not previously possible. Our vision is built on leveraging four technologies to provide state of the art operations to municipalities; cloud computing, mobile devices, big data and analytics, and messaging technologies.

We have built a reputation based on providing technically sophisticated yet easy to use software products and backing those products up with the industry's best setup, installation, training and after sale customer support.

We are extremely flexible when it comes to integrating Municity with other systems and have created sophisticated and flexible interfaces to Munis, Laserfiche, ESRI GIS Server, and many other systems.

ICC Community Development Solutions is ideally suited to support the Village's guiding principles for many reasons including:

- A progressive third generation software solution that is built based on customer requirements and
  input not solely on the latest, greatest technological advance. Our approach is a pragmatic one that
  we believe is most conducive to long-term success and customer relationships.
- The best mobile inspection platform on the market. Our customers are reporting significant improvements in inspection productivity using our mobile platform.
- A Citizen Portal module that allows for ease of Applications and tracking and communication status.
- An experienced team of professionals who will lead the implementation and training effort working closely with the Project Managers and Supervisors from all of the Village's impacted departments. We follow a discipline that involves direct and frequent communication starting with agreeing to goals and setting expectations for roles and involvement on both sides of the equation followed by the planning and then implementation. Our team specializes in migrating legacy data into Municity 5 as well as utilizing Municity 5's open API structure to share data between other vital software entities the Village is using, eliminating re-entry of data.



- Partnerships with specialized software that best meets the customers' needs integrated with our base software licensing. This philosophy allows us to maintain focus on continuing development of our core software platform while utilizing best of breed solutions for specialized roles in the process like Laserfiche for Records Management and DigEplan and BlueBeam for Plan Review.
- Integration with 3<sup>rd</sup> party resources for faster, easier access to important information to enhance the decision-making of the managers and users including records and documents in Laserfiche, upto-date information in the State's Building Codes through ICC, ERP Financial Software such as Munis.

Finally, a growing set of resources from the International Code Council including plan review consulting when overflow situations may require outside help or support when plan review volumes are particularly high.

#### Additional Information:

Suzanne Owens, Solutions Account Executive, <a href="mailto:sowens@icc-cds.com">sowens@icc-cds.com</a>, 585-402-8667 781 Elmgrove Rd, Rochester, NY 14624 will be the main representatives during the course of the RFP solicitation process.

ICC CDS is in compliance with the insurance requirements as described herein regarding minimum coverage and will provide proof of compliance once a consultant is selected,

ICC CDS has no conflict of interest with regards to any other work for the Village of North Palm Beach.



#### E: STAFF BIO'S

#### **Senior Executive**



**Dan Foster** *General Manager, ICC Community Development Solutions* 

Dan has been with ICC Community Development Solutions for 18 years. During this time, he has been responsible for expanding the Company's relationships with current and new customers in the Community Development and Records Management market. Dan has many years of experience in business management and operations as well as managing client relationships. He has provided leadership in developing ECM and software strategies for ICC Community Development Solutions's customers. Dan's extensive business and strategic planning experience, as well as experience working with our government customers, provides our team's insight in understanding and managing business relationships.

Sales Operations Manager



Sandy Hess Sales Operations Manager

Sandy brings over 35 years of experience in strong customer relation and consultative selling skills. In her most previous role at Client Engagement Manager for ICC Community Development Solutions, she focused on building trust and strong, long-term relationships with all customers, both internal and external. Sandy maintains this focus in her new role as Sales Operations Manager for CMS. She is a strong customer advocate and manages the team responsible for customer development. She has been with ICC Community Development Solutions for 10 years.

#### **Solutions Account Executive**



Suzanne Owens
Solutions Account Executive
CA, WA, OR, FL, TX, NC and SE-PA

Suzanne Owens has been with ICC Community Development Solutions since 2012 and has over 28 years of Sales and Marketing experience to her credit. She has worked with local governments in Michigan, Missouri, New Mexico and New England, with a fresh transition to Washington, California, Florida, Oregon, Texas, North Carolina and Southeast Pennsylvania. Suzanne is well versed in areas affecting municipalities and works closely with local officials to develop solutions to make software solutions easily accessible to staff and its residents. Suzanne holds a B.A. in Psychology from St. John Fisher College.

Technical Architect





Mike Rizzo
Technical Operations Manager

Mike Rizzo joined ICC Community Development Solutions in 2005. He has served in a variety of software Help Desk and Trainer roles for both Laserfiche and Municity. Mike has been managing the Technical Operations team since 2016. He is responsible for ensuring that our customers enjoy successful system implementations, as well as post-install service and support.

Project Manager / Functional Lead



Cara Wojtylak Municity Project Manager

Cara Wojtylak brings over seven years of Project Management experience to ICC Community Development Solutions and supports both Municity and Laserfiche customers throughout all phases of their respective projects. Prior to working for ICC Community Development Solutions, Cara was employed by a local health care system for eight years spending the last six of those years transitioning their many different service areas to electronic medical records. She has a degree in Information Technology and possesses strong technical and process definition skills.

**Training Lead** 



Timothy Miele Municity Technical Trainer

Tim provides Technical Training for ICC Community Development Solutions' Municity clients. He has over 14 years of experience in IS and IT. He joined ICC Community Development Solutions in 2019. Previous to this, he served in several roles at Rochester Regional Health for 14 years. Most recently, he was a Project Coordinator for 2 years and a Senior Systems Technician and Systems Technician for almost 8 years. He has also had roles as a Support Technician and Computer Operator. Training consultant for the pharmaceutical companies GlaxoSmithKline and Orexigen Therapeutics.

#### Development





**Paul Moukperian** *Programmer Analyst* 

Paul Moukperian Programmer/ Analyst Paul Moukperian provides software development, custom applications, and analysis for ICC CDS's clients. He has earned his Laserfiche Gold certification which allows him to install, configure, and troubleshoot Laserfiche systems. He has more than a decade of experience designing, writing, and troubleshooting custom software development. Paul also has significant experience as a web developer in both front end and back-end roles he has worked on a diverse set of configurations ranging up to multiple server clusters on websites with millions of hits per day.

**Technical Support** 



Mareshea Foster Municity Installer

Mareshea Foster provides Help Desk user support to ICC Community Development Solutions' Municity clients. She has been with ICC Community Development Solutions since 2013. Prior to working for ICC Community Development Solutions, Mareshea had 4 years of experience providing desktop and network user support for all levels of users. Mareshea has a degree in Management Information Systems from the Rochester Institute of Technology.



Andrew Blaney

Senior Municity HelpDesk Support Technician

Andrew Blaney provided HelpDesk support to ICC Community Development Solutions' Municity clients. He has been at ICC Community Development Solutions since 2016. Prior to working at ICC Community Development Solutions, Andrew worked in Local Government IT for 3.5 years.



**Andrew Shephard** 

Municity HelpDesk Technician

Andrew Shephard provides Help Desk user support to ICC Community Development Solutions' Municity clients. He has been with ICC Community Development Solutions since 2018. Prior to working for ICC Community Development Solutions Andrew attended SUNY Fredonia where he graduated with a bachelor's degree in computer science.



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#### F: SCOPE OF SERVICES PROVIDED

In an effort to leave behind a paper-based/tedious process, the Village is wishing to utilize Municity 5 and its offerings to move to an electronic management system, increasing efficiencies not only for the Village team via the Desktop & Mobile tools, but also adding an easy-to-use online system for the constituency through Municity Connect. Details of the project are listed below:

In an effort to take their planning, building and code enforcement to the next level, Village of North Palm Beach would like to incorporate Municity 5 Software into their daily tasks and utilize it as a process management tool across departments. Details of the project are as follows:

- Summation of the key project data:
  - Which programs of work apply to this situation based on the need's assessment
    - Applications to Certificate
    - Code Enforcement
    - Planning and Zoning Applications
    - Periodic Inspections
    - Vacancy and Landlord Rental/Registration
    - License Application/Renewal Management
    - Municity Connect (specific POW to Connect listed below)
      - Application Submit/Pay
      - Inspection Requests
      - Issue/Complaint Reporting
      - Vacancy and Landlord/Rental Registration Submit/Pay
      - License Application Submit/Pay
  - o How many departments are involved and which ones?
    - (3) Planning, Code Enforcement and Building Departments
  - o How many in-office users will be on the system and how many mobile users will be required
    - (14) Desktop Users Planning, Code Enforcement and Building Department
    - (5-10) Mobile Users (priced at 6)
  - O How many different software programs will integrations be needed for?
    - Elavon Credit Card Processor
    - Laserfiche
  - o Is there legacy data that needs to be converted and imported into Municity 5?
    - Tyler/MUNIS
  - o Does the Village have digital Municipal Code they would like to import?
    - Municode



Municity provides a variety of functionality to streamline and automate important aspects of the Building, Planning and Zoning functions within a municipal government. The Programs of Work can apply to one department, or it can be spread across multiple departments depending on how the government operation is structured. Following are each of the current Programs of Work within Municity 5 along with descriptions and the processes supported in each of the POW's.

| Programs of                            |  | Processes Within  |  |  |
|--|--|---|--|--|
| Work                                   | Description  | Program Of Work   |  |  |
| Application to<br>Certificate          | To identify, approve, track, and monitor building changes/enhancements to parcels/structures in the Municipality.  Receiving applications and processing them through to approval, generating permits, completing inspections, and issuing certificates  | <ul> <li>Processing Permit<br/>Application</li> <li>Application Review Tasks</li> <li>Tracking Application Fees<br/>Inspection and Re-<br/>inspection for Permitted<br/>Work and Closing of a<br/>Permit</li> <li>Certificate Issuance</li> <li>Mobile application<br/>(Inspections) [if mobile is<br/>included]</li> </ul> |  |  |
| Planning and<br>Zoning<br>Applications | To identify, approve, track, and monitor planning and zoning changes/enhancements to parcels in the Municipality  Receiving applications for planning and Zoning related items such as variances or subdivision and processing them through to approval. As well as tracking related meetings, tasks, escrow and bond accounts | <ul> <li>Processing Application</li> <li>Application Approval Tasks and Meetings</li> <li>Tracking Application Fees</li> <li>Tracking Project Escrow and Bond Accounts</li> </ul>   |  |  |
| Periodic<br>Inspections                | To identify areas of public assembly and certify compliance with all Municipal & state codes  To track Inspections that have to be done on a scheduled basis for public safety, fire safety or health  | <ul> <li>Tracking of Periodic Inspections on Parcels/Occupants</li> <li>Detailed Inspection Checklists with relation to Ordinances</li> <li>Printouts detailing checklist items and ordinance pass/failure</li> <li>Dashboards to track inspections</li> </ul>  |  |  |



|  |  | <ul> <li>Bulk Reminder Letters for<br/>upcoming inspections</li> <li>Tracking of inspection<br/>related fees</li> </ul>   |
|--|--|---|
| Code<br>Enforcement                            | To identify violations, issue tickets and prescribe reparations (fees & timeframe for compliance)  | <ul> <li>Identifying and Verifying<br/>Code Violation</li> <li>Issuing Notice of<br/>Violation/Order to Remedy</li> <li>Tracking Inspections for<br/>violations</li> <li>Ticketing and Court Process<br/>for Outstanding Violation</li> </ul>   |
| Vacancy and<br>Landlord/Rental<br>Registration | To identify, track, & monitor vacant properties in the Municipality.  To identify, register, and monitor Rental Properties in the Municipality  To identify rental units in the Municipality and certify compliance with all Municipal and state codes | <ul> <li>Identification, Verification and Notification of Vacant or Abandoned Properties</li> <li>Activity to Resolve Vacancy Identified on a Property Application,</li> <li>Verification and Registration of Property and Landlord</li> <li>Detailed inspection Checklists items related to Ordinance codes that allow inspector to indicate exact area of rental property that failed a checklist item</li> <li>Separate entities to track easier – allows creation of occupants, tenants, etc.</li> <li>Track fees related to vacancies and rentals</li> </ul> |
| Licensing<br>Management                        | Track and manage professional contractor licensing and/or Workman's Compensation Insurance including renewals, validation, and applications.  This also includes Clerk managed licensing options, such as Dog/Cat, Liquor, Game of Chance, etc.        | <ul> <li>Receiving license applications</li> <li>Issuing licenses</li> <li>Processing license renewals</li> <li>Approval reviews</li> </ul>   |



|         |  | <ul> <li>Bulk letter generation of<br/>license expirations</li> <li>Fee tracking related to<br/>licensing</li> </ul>   |
|---------|--|--|
| Connect | Public Facing Portal - Citizens can apply for permits, request inspections, grab mailing list for abutter notices and more  Recommendations of appropriate programs of work, integrations and any other general recommendations should be noted at this point. | <ul> <li>Online permit applications</li> <li>Inspection requests</li> <li>Review personal inspection status</li> <li>Review personal inspection history</li> <li>Receive complaints</li> <li>Receive requests for new licenses (not renewals)</li> <li>Vacancy and landlord registrations</li> </ul> |

#### Included Base Documents/Print Outs per Program of Work

Applications to Certificate

- 1. Receipt
- 2. Invoice
- 3. Permit card
- 4. Application Denial Letter
- 5. Inspection Report
- 6. (3) Certs

#### **Periodic Inspections**

- 1. Inspection Results
- 2. Occupancy Posting
- 3. Reminder Letter

#### Code Enforcement

- 1. NOV
- 2. Court Summons
- 3. Stop Work Order

#### Assets and Inspections

- 1. Inspection Results Document
- 2. Reminder Letters

#### License Application/Renewal Management

- 1. License
- 2. Renewal Reminder



- 3. Receipt
- 4. Invoice

Vacancy and Landlord/Rental Registrations

- 1. Receipt
- 2. Invoice
- 3. Inspection Results Document
- 4. Renewal Reminder

Planning and Zoning Applications

- 1. App Approval Letter
- 2. App Denial Letter
- 3. Board Meeting Letter
- 4. Escrow Transactions
- 5. Additional Escrow Fund needed

Workorder Management

- 1. Receipt
- 2. Invoice

#### PROGRAMS OF WORK NOT INCLUDED IN THE PROJECT\*

\*POW not included can be added at a later date via Municity Change Order form.

Assets and Inspections

Tracking assets such as signs, fire hydrants, park benches, and inspections related to the assets

- Creating Assets and setting up recurring Inspections for Assets
- Tracking Data fields for Assets
- Detailed Inspection Checklists
- Printouts detailing checklist items pass/failure
- Dashboards to track Assets
- Bulk Reminder Letters for upcoming inspections
- Tracking of inspection related fees
- Mobile application [if mobile is included]



## Work Orders and Maintenance

Functionality to create, assign and track Work Orders and/or Maintenance items on various parent entities

- Creating, assigning, and tracking one off Work Order Items
- Tracking stockpiles of time and material used for Work Order Completion
- Setting up Recurring Maintenance items for third parties
- Dashboards to track Work Orders and Maintenance
- Bulk Reminder Letters for upcoming maintenance items
- Tracking of related fees
- Mobile application [if mobile is included]

#### MUNICITY CONNECT:

Municity Connect module makes available to the public via the Internet information relating to the parcels, permits, inspections, complaints, variances, planning projects, etc. Optionally, web users can submit applications for a new permit, lodge a complaint or request an inspection.



Municity Connect - Parcel Selection

#### Some Features of Municity Connect:

- · View all Parcel Information through a web browser (content determined by the municipality).
- Apply for Permits On-Line.\*
- · Upload documents.
- · Pay fees.
- Track status of an application through the review process.
- View status of permits (inspection progress).
- File a complaint.
- · Request an inspection.
- Apply for a license.
- · Apply for a registration.
- Apply a title search.
- · User specific dashboard.



<sup>\*</sup> Note: check and credit card fees may apply. If interested in utilizing this feature, ICC Community Development Solutions will provide an additional proposal.

#### **Municity Connect Programs of Work**

| Programs of Description   |  | Processes Within<br>Program of Work   |
|---------------------------|--|---|
| Application<br>Submit/Pay | Allows the Public to submit application request, check the status of the application, and pay fees related to the application <sup>1</sup> . They can also track the status of their permit and its related Inspections and once all work and inspections are completed apply for a certificate. | <ul> <li>Public application submittal</li> <li>Online Fee PaymentsError!         Bookmark not defined.</li> <li>Public Tracking application approval tasks</li> <li>Public ability to print documents</li> <li>Public View Inspection Status</li> <li>Public Apply for Certificates</li> <li>Internal Dashboards to track and approve submitted applications and payments</li> <li>Base Documents that can be sent to the Public</li> </ul> |
| Inspection<br>Requests    | The Public can track inspections they need to complete and request time slots to schedule inspections once they are ready. The municipality can then review all requests and confirm times.  | <ul> <li>Public Inspection Time Slot Requests</li> <li>Internal ability to set timeslots based off inspection types or departments</li> <li>Internal ability to block off particular days</li> <li>Internal Dashboards and other tools to track inspection requests</li> <li>Base Documents that can be</li> </ul>  |

<sup>&</sup>lt;sup>1</sup> Requires that the Municipality have a contract with an Integrated Payment Processor. These Contracts and any associated fees are the sole responsibility of the customer. Please contact Sales rep for most recent list of integrated processors or to request a quote to build an integration



|  |  | sent to the Public  |
|--|--|---|
| Issue/Complaint<br>Reporting                                 | The Public can submit issues with descriptions and images for the Municipality to review and determine next steps.   | Public Issue Submittals     Internal Dashboards to review Submittals and convert them to Work Orders or Complaints for follow-up     Base Documents that can be sent to the Public  |
| Vacancy and<br>Landlord/Rental<br>Registration<br>Submit/Pay | The public can submit Registration requests for new vacancy registration or register new rental properties. They can also complete fee payments for new and existing registrations. Error! Bookmark not defined.   | <ul> <li>Public can submit registration forms for Newly Vacant Properties or New Rental Properties</li> <li>For Rental Properties the Public can identify Tenants</li> <li>Pay Fees for new Registrations or complete payments on existing itemsError! Bookmark not defined.</li> <li>Public can track the status of Tasks or Inspections related to their registrations</li> <li>Internal Dashboards to track new submittals and payments</li> <li>Base Documents that can be</li> </ul> |
| License<br>Application<br>Submit/Pay                         | The public can submit requests for new licenses, provide documentation and pay fees related to these new requests or renewal fees once they have been created by the municipality. Error! Bookmark not defined. The Public can print or reprint copies of their license. | <ul> <li>sent to the Public</li> <li>Public submittal of New License Requests</li> <li>Public can print License Documents</li> <li>Online Fee PayError!         Bookmark not defined.     </li> <li>Base Documents that can be sent to the Public</li> </ul>  |



#### Included Base Documents/ Print Outs per Program of Work

Application Submit/Pay:

- 1. Application Approval Letter
- 2. Application Denial Letter

#### Inspection Request Documents

- 1. Appointment Confirmation Letter
- 2. Appoint Denial Letter

#### Issue/Complaint Reporting

1. Receipt of Request Letter

#### Vacancy Landlord Rental Registration Submit/Pay:

- 1. Registration Approval Letter
- 2. Registration Denial Letter
- 3. Renewal Invoice Letter<sup>2</sup>

#### License Application Submit/Pay

- 1. License Approval Letter
- 2. License Denial Letter
- 3. Renewal Invoice LetterError! Bookmark not defined.

Included Base build: (Still working on writing up basic step by step build for each POW to include here)

18

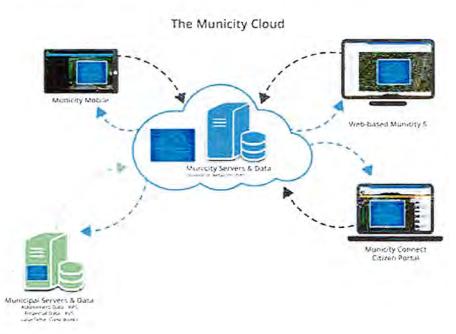


<sup>&</sup>lt;sup>2</sup> Requires that renewal fees be manually added to Registration in Municity 5 by Municipality or that renewal fees are static for each renewal

#### THE MUNICITY SUITE

The Municity Suite is a set of hosted software products that work together to provide your municipality with the best functionality that serves the needs of each user and usage environment. At the core of the system is a Microsoft SQL database that contains all your municipal data – parcels, owners, building permits, violations, variances, fees, etc. All of the modules of Municity access and update this database in real-time so there is no synchronizing required or lag time between activities. **Municity 5** is the web-based interface for Municity which provides users access to all Municity data anywhere with an Internet connection, as well as some enhanced functionality like advanced analytics and reporting. Municity 5 also includes advanced GIS capabilities that enable you to visualize all your parcel data, permits, complaints, inspections, etc. via a geographical (map) interface. **Municity Mobile** combines the ease of use of a tablet or smart phone with the power and functionality of Municity. Users can complete inspections, issues stop work order or violations, take photos, or just access any Municity data necessary to be as productive as possible in the field. Finally, the **Municity Connect** module allows the municipality to extend the information from the Municity database to a public website, reducing calls and foot traffic into the office. Optionally the **Municity Connect** module can be utilized to accept on-line permit application and issue reporting, allowing users, via a log-in, to track the status of their applications and permits.

ICC Community Development Solutions staff will preload the data information provided by the Village into the Municity software. This includes parcel data, fee schedules, mapping integration, zones, and historical data conversion (permits, complaints, etc. – this may be quoted separately depending upon the volume of data). The included standard forms and reports will be updated to include your municipality's logos and standard text. Configured forms and reports can be created at an additional cost.





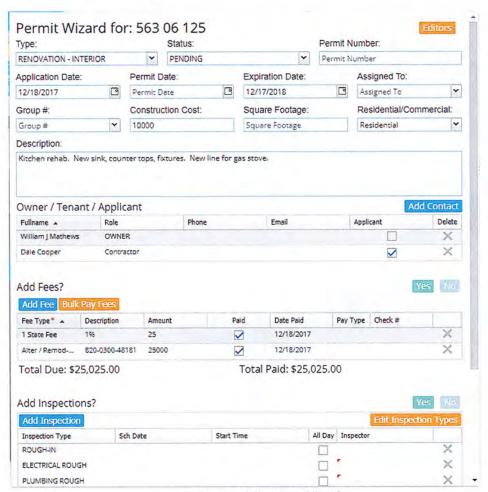
#### F: CONTINUATION OF SCOPE OF SERVICES- SOFTWARE

#### MUNICITY 5 - WEB BASED MUNICITY:

Parcel Information - Search for parcels by owner, address, parcel number and then view all parcel assessment information, including owner, owner's address, zoning, property class, acreage, etc. Municity captures full property history, including ownership changes and historical ownership information.

**Contact Management** – Fully integrated contact manager allows you to track all your contact information, including contractor insurance, worker's comp. and basic licensing.

**Permitting** - The permitting module of Municity allows users to track all activities on a permit including permit type, status, construction cost, contractors, inspections, fees, and tasks. The permit editor is extremely flexible and can be configured by the users to display the information they require and arrange it in the order they find most convenient.



Municity 5 - Permit Creation Wizard

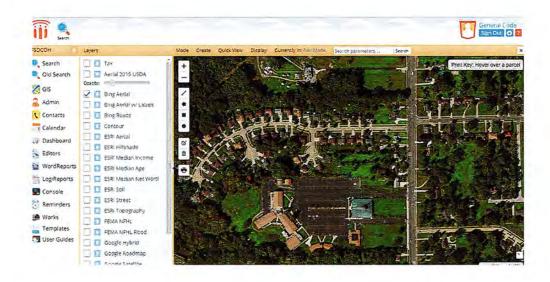


**Permit Inspections** – Full tracking and scheduling of inspections, including checklists, documents and pictures. Pre-defined inspection templates can be created for each permit-type to ensure all inspections are completed before a permit is closed.

Permit Fees - Track all fees related to each building permit.

**Permit Tasks**— Assign tasks/prerequisites that have to be completed prior to permit issuance. Create tasks based on templates and automatically assign them to the responsible parties. Get notification when tasks are completed.

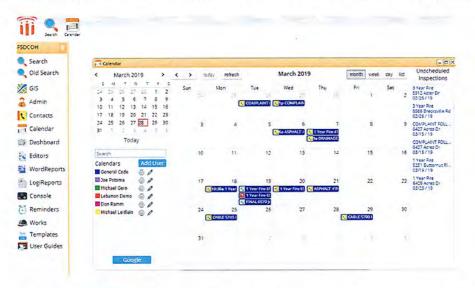
GIS – The GIS capabilities in Municity 5 enable the visualization of all of your Municity data via a geographic interface. Municity GIS utilizes geospatial layer data from a variety of sources (the municipality, the County, the State and even some generally available layers from the federal government).



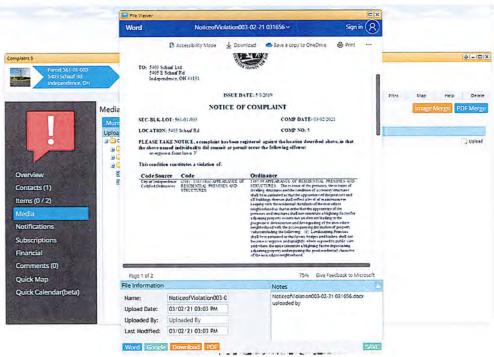


**Workflow** – Configure your permit/application workflow to your liking. Permit Templates allow users to define processes (reviews, inspections, fees, etc.) based on permit type.

**Appointment Calendar** – Appointment Calendar for scheduling of inspections. With appropriate user rights you can view multiple inspectors from one calendar and re-assign or re- schedule inspections. Completing inspections from the calendar automatically completes the inspections on the associated permit.



**Code Enforcement** - Track all complaint activity including issuance of violations based on the municipal code, state building code or fire code. Create summonses, track court appearances, levy fines, and attach pictures and documents. Create documents such as notice of violation, accusatory, affidavits of service.

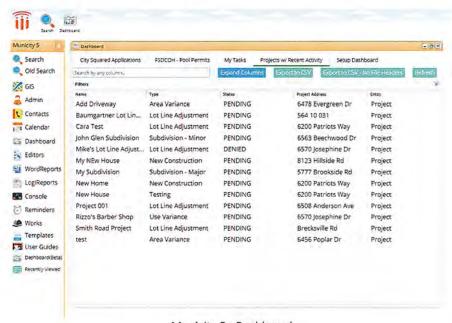


Municity 5 Complaint - Notice Printout



**Media** – Attach any electronic files to your parcels, permits, inspections or complaints. Upload pictures, documents, PDF files, and videos and then rearrange into subdirectories. Print or email the files. View all pictures in a slideshow, add notes, or download to your computer.

**Dashboard / Analytics -** View all the latest activities of your department, such as applications submitted, permits issued, complaints issued, inspections completed, tasks assigned, etc. Configure the dashboard to your preferences by choosing from a variety of graphs and data views.



Municity 5 - Dashboard

Print Outs – Municity 5 is delivered with several standard printouts. These documents include:

- Parcel Information / History / Title Search.
- Permits.
- Approval / Denial Letters.
- Certificates (CO, CC, Temporary CO).
- Inspection Results (Passed / Failed Letter).
- Daily Inspection Schedule.
- · Complaint Notice.
- Accusatory / Affidavit.
- Summons / Appearance Ticket

Reports - Municity 5 comes standard with the following reports:

- Applications Submitted
- Permits Issued
- Permits Issued w/ Cost of Construction
- Expired Permits
- Certificates (COs/CCs) Issued
- Temporary COs Issued
- · Complaints / Violations Issued
- Open Complaints / Violations
- Resolved Complaints / Violations
- Inspections Completed

- Overdue Inspections
- Fees Collected
- Unpaid Fees
- Ad hoc reporting



#### MUNICITY MOBILE:

The Municity Mobile application allows users to interact directly with the Municity database via most Android, iOS, and Windows-enabled devices. There is no need to synchronize once you get back to the office – you are working with live data. Google Chrome is the preferred browser.



#### **Functions**



- Create Complaints, Appointments, Violations, and more.
- Schedule and complete inspections.
- View your inspections schedule in a list or calendar view.
- Pull up information on any parcel in your municipality.
- Map Assets and Work Orders

- Search for items and parcels in the database using the advanced search option.
- Search items can be projected on the map and color-coded based on status.





#### ANNUAL SERVICE AND SUPPORT

The annual service and support agreement provides the Village of North Palm Beach's with service and support on the Municity System. This includes advice for procedural questions, configuration updates, regular software updates and software fixes for problems encountered.

As part of this purchase, the Village of North Palm Beach agrees to allow remote access to its desktop systems with a minimum of broadband Internet connection. High-speed Internet connectivity is preferred. Support will be provided utilizing software such as GoToMeeting or GoToAssist.

#### Security and Compliance

Municity inherits best practices of security policies, architecture, and operations processes of its underlying platform, which is continuously audited, meets requirements for numerous compliance programs, and benefits from accredited certifications. Periodic Trustwave vulnerability scans ensure PCI compliance of financial platforms. All sites are certificate secured, and web traffic is protected by SSL encryption.

#### Prevention and Detection

Automated assessments improve the security and compliance of Municity applications. Servers are hardened based on recommendations from industry standard CIS security benchmarks, known vulnerabilities and exposures, runtime behavior analysis, and security best practices. Network traffic is actively monitored for security risks, immediate notifications are provided in case of suspected malicious or unauthorized behavior.

#### Storage and Recovery

Customer data is secured in a private network, and databases backed up and stored remotely in multiple regions. Data access is secured by IAM best practices.

#### The Importance of the Customer's Involvement in successful implementation

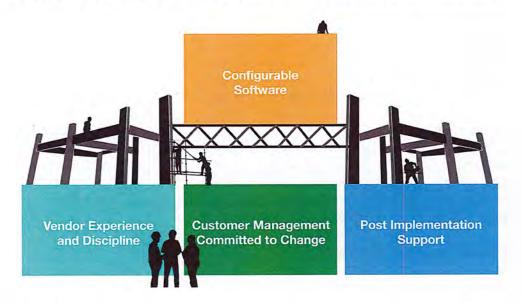
It is imperative that there be buy in from all parties involved within the project in order for it to be successful. Please review the following considerations:

- Commitment from Management for Change and managing resistance
- Senior Project Manager assignment from Customer single point of contact
- Supervisors' role in learning and becoming inside expert to support users
- Clarity relating to desired integrations and their functionality
- Access to all relevant data for incorporation early in the process
- Commitment to schedules and timelines



#### MUNICITY IMPLEMENTATION & TRAINING PROCESS

The process of implementing a new software solution within the framework of a busy, often-under-resourced local government operation is often overlooked when jurisdictions consider purchasing a software solution. Successful deployments while being completed in a few months' time often take 18 to 24 months before the new application is seen as comfortable and adopted as "the way we do it." ICC Community Development Solutions' implementation methodology follows a very specific phased approach to implementation and training that has proven to be very successful. Its success is based on a sound structure that supports the process by having clarity on what will make the implementation successful:



#### Configure-able Software

Municity 5 has been built over time based on needs and requirements that have been asked for by our customers. Essentially, it has been built based on customer direction. Part of that evolutionary development has required that it be very flexible in its design to allow that while all building and code enforcement departments issue permits, conduct inspections, manage complaints and so much more, every department we work with operates under different rules and procedures. So, the software and its construction of work processes, form types, information fields, etc. have to allow a great deal of flexibility. This should not be confused with the concept of customization. The ability to configure the software in a flexible way should not need to include new programming/development of the software to achieve the implementation. There is a separate process for software customizations that may come later but aren't done routinely as part of an implementation.

#### Foundation for a successful implementation -Vendor experience and discipline

Our discipline for implementation follows a very well-organized phased approach led by skilled project managers, technicians, and trainers. The chart below illustrates the process and the discipline followed to move through the implementation as thoroughly and efficiently as possible. It is based on gaining knowledge as rapidly as possible about the way your operation works, the details around your processes and constituent interface and your data sources and structures required to build out the software solution for your organization.



#### SAMPLE IMPLEMENTATION TIMELINE



Additional annual service and support program details are described in Appendix B.

#### Customer management commitment to change and time/resource commitment

Leadership commitment and involvement in the implementation of a new software implementation is critical to successful implementation. Vendor's can only do so much to address resistance to change which is a natural part of the implementation process. Leadership reinforcement throughout the process is required to ensure that the decisions made to move to a new platform, while creating short-term pain will lead to longer-term productivity. Leadership also must commit to the amount of time that will be involved in migrating to the new platform —part these commitments include being responsible for the County (or other source) GIS shape files to be imported into the Municity 5 database. Software users must be reassured that while there will be discomfort and some disruption for them, it is a necessary part of the change process and will eventually become easier once the learning curves are surpassed.

#### Post-implementation support

A strong helpdesk setup for customer support should be a must for any software vendor. After training and go-live our customers are migrated to our helpdesk for their ongoing support. Our staff tracks all incoming calls or contacts in our CRM system and the cases are tracked through resolution of the issues. The period after go live is that time when new users and managers will be working to reinforce the new way of doing things which often-times means having access to experts who can answer questions or help make needed adjustments to the system or its output.

#### **Project Planning**

Upon conclusion of the contract negotiation the process opens with our discovery process. This involves the initial phase 1 plan and schedule. While the project plan at this early phase is created as a general outline as



each phase is completed the next phase has a specific plan created based on what took place in the most recently completed phase. The project teams from both sides of the team iron out the specific plans and agreed to time frames. In each of these phases there can be tasks and/or time/resource commitments that must be agreed to by both sides. Once those items are agreed-upon then the planned phase commences. ICC Community Development Solutions builds in discount incentives for completion and/or time commitments met by the customer in most of the phases of the process.

ICC Project Manager determines if customer requirements for deliverables and deadlines are met at the completion of each phase for discounts to apply. See the Authorization and Agreement section for your specific available discounts.



#### G: REFERENCES

1) Lori Clift

Information Technology Manager City of Binghamton 38 Hawley Street Binghamton, NY 13901 Iclift@cityofbinghamton.com

607 772 7002

Municity, Municity Mobile, Municity Connect - May 2020

2) Michael Welti

Director of Municipal Development

Town of Poughkeepsie

1 Overocker Road

Poughkeepsie, NY 12603

mwelti@townofpoughkeepsie-ny.gov

845 485 3620

Municity, Municity Mobile, Municity Connect – November 2019

3) Lori Sesse

Planning and Zoning Administrator Lower Nazareth Township 623 Municipal Drive Nazareth, PA 18064 Iseese@lowernazareth.com

(610) 759-7434 x1003

Municity and in process of budgeting through ARP funds Municity Connect May 2017

4) Rick Dostal
Chief Building Official
Southeast Ohio Building Department
205 Putnam Street
Marietta, OH 45750
rdostal@wcgov.org

740-374-4185

Municity, Municity Mobile, Municity Connect August 2021



## **H: COST OF SERVICES - INVESTMENT DETAIL & OPTIONS**

Prices noted for setup, configuration, training, and other services are valid for 3 months from the date of this proposal.

| See alka   | Annual Sa                                       | aS Subscription  |          |          |          |
|--|---|--|----------|----------|----------|
| Municity 5 / Web-hosted<br>Subscription  | Users   |  | Year 1   | Year 20  | Year 30  |
| Annual Municity5 Site Subscription   | unlimited                                       |  | \$2,333* | \$8,899  | \$9,166  |
| Annual Connect Subscription  | unlimited                                       |  | \$3,000  | \$3,090  | \$3,183  |
| Annual Municity5 Mobile  | 6   |  | \$1,200  | \$1,200  | \$1,200  |
| Subscription   |   |  | +=/===   | T-/      | * -/     |
| Base software discounted Year 1  |   |  |          |          |          |
| Total Annual SaaS  |   |  | \$6,533  | \$13,189 | \$13,549 |
| Total / Amada Gado   | Implement                                       | ation and Training   |          |          |          |
| Stage 1 – Municity 5   | Departments                                     | POW  | Year 1   | Year 20  | Year 30  |
| Municity 5 POW Implementation (set-up, configuration, templating, etc.)  | Building,<br>Planning &,<br>Code<br>Enforcement | - Application to Certificate - Code Enforcement - P&Z Applications - Periodic Inspections - Assets & Inspections - Work Orders & Maintenance - Vacancy & Landlord/Rental - License Application/Renew | \$45,000 |          |          |
| Municity 5 Training (Remote – 3.5 days, On-Site – 2 days)  |   |  | \$8,100  | 1.5      | i,       |
| Municity Connect Implementation & Training (Remote Training Only) [one-time set-up for building database, processes, & training] | Building,<br>Planning &<br>Code<br>Enforcement  | - Application Submit/Pay - Inspection Requests - Issue/Complaint Reporting - License Application Submit Pay - Vacancy & Landlord/Rental Registrations  | \$30,000 |          |          |
| Integrations – Elavon Payment Processor (Connect); Municipal Code Import – Municode : Laserfiche                                 |   |  | \$4,350  | \$360    | \$371    |
| Data Migrations: Tyler/MUNIS legacy<br>data (up to 40 hours)   |   |  | \$6,000  |          | •        |
|  | Total   | Yearly Cost  |          |          |          |
|  |   |  | \$99,983 | \$13,549 | \$13,920 |



• After the first year ICC CDS may raise the annual support contract by 3% or by the previous year's annual Cost of Living Adjustment (COLA) as calculated by the US Social Security Administration, whichever is greater. General Code will provide the Municipality with notice of any proposed increase no later than ninety (90) days prior to the anniversary date of the Contract. The absence of such notice shall be construed as ICC CDS's intent to maintain the annual support contract at the prior years' amount.

• The Municipal Code Import is a one-time data upload of the entire code into the Municity 5 system for reference/citation/etc. Any future code updates beyond the initial import, (due to supplementation changes or other), will require additional export services and will be subject to Change Order.

The base Municity subscription license charges support the following:

- Annual Software subscription this is the actual cost of the software license itself and is an annual recurring expense.
- Hosting This covers the cost of providing the software in the Cloud and is an annual recurring expense.
- System access The Municity subscription pricing includes unlimited user access. There may be
  normal added expenses for adding users or departments to the system for set up and training but
  there is no additional charge for adding users (Does not include Mobile access which is user license
  based).
- ICC Community Development Solutions/Helpdesk ICC Community Development Solutions provides
  Helpdesk support to users and admin managers on a daily basis. This covers the extensive ongoing
  support that the customer receives while on subscription.
- Scope of Data Migration does not include:
  - o Cleaning of any corrupted or duplicate data
  - o Integration of legacy data into workflow or reports.
  - o Logs of data changes
  - Migration of any data into the workflow (i.e., pending or completed signoffs, fee steps, document issuance, inspections).

#### Adjustments to Performance Schedule; Delays.

Adjustments to Schedule. Upon the mutual consent of the Municipality and ICC Community Development Solutions, the "Performance Schedule" may be changed or extended as provided under "Delays" below.

Delays. Client must notify ICC Community Development Solutions, in writing, immediately upon learning or otherwise becoming aware, of any difficulties that may delay the delivery of services or deliverables within each Phase of the Implementation timeline. Such notification must identify the reason for the delay, as well as the anticipated period of delay. Any delay on the part of the customer that extends 10 working days beyond the target date for completion of any phase will result in a project restart and additional charges will be identified as part of a change order provided to the customer. This clause shall not apply in case of force majeure. Additionally, an incentive is applied should the Municipality meet the agreed upon deadlines as outlined in the Performance schedule.



#### SERVICES – SETUP, IMPLEMENTATION, TRAINING & TRAVEL (\$0)

Phase 1:5% of the total services price shall be invoiced after Phase I - Discovery completion

• Customer eligible for a 5% discount on this Phase if agreed-upon time/meeting commitments are met by customer and process workflows are agreed upon as part of the Phase 1 plan

Phase 2: 20% of the total services price shall be invoiced after Phase 2 - Initial Configuration.

• Customer eligible for a 5% discount on this Phase if agreed-upon time/meeting commitments are met by customer and process workflows are agreed upon as part of the Phase 2 plan

Phase 3: 25% of the total services price shall be invoiced after Phase 3 - Process and Data Review

 Customer eligible for a 5% discount on this Phase if agreed-upon time/meeting commitments are met by customer and process workflows are agreed upon as part of the Phase 3 plan

Phase 4: 20% of the total services price shall be invoiced after Phase 4 – Process and Data Review

 Customer eligible for a 5% discount on this Phase if agreed-upon time/meeting commitments are met by customer and process workflows are agreed upon as part of the Phase 4 plan

Phase 5: 15% of the total services price shall be invoiced after Phase 5 - Training and Go-live

• Customer eligible for a 5% discount on this Phase if agreed-upon time/meeting commitments are met by customer and process workflows are agreed upon as part of the Phase 5 plan

Phase 6: 10% of the total services price shall be invoiced after Phase 6 20 Days after Go-live.

Municity Connect: Total of the services will be invoiced per it's specific Project Phases\* below:

- Phase 1 Discovery 5%
- > Phase 2 Initial Configuration 25%
- Phase 3 Process and Data Review 25%
- Phase 4 Process Testing and Rework 25%
- Phase 5 Training and Go-live 20%

\*Municity Connect project stage begins after the Municity 5 project stage goes live. The kickoff of the Connect project will be scheduled at the request of the Municipality, whenever their team is prepared to move forward.



# APPENDIX A - MUNICITY™ RECOMMENDED MINIMUM SPECIFICATIONS

#### Workstations:

| Processor        | Minimum Intel i5 or equivalent processor and is less than 5 years old   |  |
|------------------|---|--|
| Operating System | Windows 10 (32 or 64 bit) – 64 bit preferred  |  |
| Optimal Browser  | Google Chrome latest version  |  |
| Hard Drives      | 10 GB of free disk space for software and temporary files (SSD Preferred)<br>Should also be less than 5 years old                         |  |
| RAM              | Minimum 8 GB  |  |
| Monitor          | Minimum 23" monitor recommended for optimal viewing   |  |
| Internet Access  | Program is web-based. Support is handled online. Stable Internet access and ability to access via GoToAssist required on all workstations |  |

#### Mobile Device (if applicable):

| General | Android, iOS, Windows enabled device              |  |
|---------|---|--|
|         | Mobile can be used in offline mode                |  |
|         | Camera recommended for taking photos in the field |  |
|         | Minimum 8-inch screen                             |  |

#### **Network Recommendations:**

| General | There is a confirmed interference with some antiviruses that check every network call before allowing it to be sent through the browser |
|---------|---|
|         | Broadband Internet Connection with a minimum bandwidth of 80kbps for each user  |
|         | Whitelist all of the Municity domains in your firewalls/router/antivirus: *.Municity5.com/*   |
|         | *.MunicityMedia.com/*  *.MunicityReports.com/*  |

#### Remote Access:

The client agrees to allow remote access to its desktop systems with a minimum of broadband Internet connection. High-speed Internet connectivity is preferred. Support will be provided utilizing software such as GoToMeeting, GoToAssist or WebEx.



#### RFP EXHIBIT A

#### SCOPE OF WORK/SPECIFICATIONS

#### We have addressed the following specifications in Section F Scope of Services

The Village of North Palm Beach Community Development Department currently issues 2,500- 3,000 permits annually and uses the Building Permit module in Tyler Munis software. Address, parcel and owner information is generated from the Palm Beach County Property Appraiser data. The Village seeks the services of a qualified and experienced vendor to provide a software solution for use in the following areas of the Village: building permitting, mobile inspections, impact fee management, planning, code enforcement, mobile code enforcement, business tax receipt, customer web interface and site plan review. The Village would like to purchase and begin implementation on or before October 1, 2022, subject to Village Council approval. The proposal submitted and the purchase order, if issued, shall be in complete accordance with, without limitation, this request for proposal, Village of North Palm Beach specification entitled, "Online Permitting, Planning, Code Enforcement and Licensing Software Solution", all codes, specifications and requirements referenced therein. The purpose is to have a seamless system that will be user friendly and will integrate with current Village systems.

#### Services

Services shall include, but not be limited to the following:

Licensing and installation of the selected software program(s) on the prescribed number of computer stations for the department (14 licenses). Implementation is to include project management, set up, export/import data, data migration (comprised of project permit and inspection fees) and conversion from Tyler Munis system (SQL database); Forms, reports (at a minimum the attached reports shall be addressed in the proposal), files configuration, integration with the Village owned GIS layers and training of Village employees.

The cost proposal shall break out these services, and any other being proposed in task format for purpose of determining successful delivery and subsequent payment. Additionally, the cost proposal shall provide the costs for annual hosting and support services for a ten-year period. When providing this estimate, it is anticipated that the contract will include support services for five (5) years with one-year renewal options.

The on-line permitting solution shall at a minimum do the following:

- Integrate with the Village's current financial accounting, Tyler Technologies Munis applications, including Tyler Cashiering.
- Work with the Village's current credit card payment processing program, or propose a different credit card payment solution.
- Allow citizens and/or contractors to be able to apply, check status, download permits and submit plans online for obtaining a permit.
- Provide a Plan Review Process that will allow inspectors to sign off on submitted plans, to



- accept/reject/add notes to plans electronically.
- Have the ability to over-lay corrected plans to compare to plans that were rejected to show corrections.
- Send notifications to citizen or contractor that reference issues with permit request or status of the submitted permit.
- Provide workflows for permit processing and/or plans review.
- Allow citizens to see all fees paid and unpaid that are associated with their application.
- Allow citizens and contractors to request and schedule inspections and track status.
- Retrieve and review plans in the field.
- Access information in "real time" utilizing laptops in vehicles.
- Inquire into all activity on a project, including inspections, in the field.
- · Access contractor information in the field.
- · Print information in the field.
- Provide Alerts/Reminders, tracking of red, yellow tags and stop work orders.
- · Print red tags from vehicles in the field.
- Retrieve all data that has been input for permits, by type; commercial or residential, job
  value, surcharge fees, etc., in report form/ Ad-hoc reporting.
- Text or e-mail automated inspection requests that will be processed to correct inspector,
   24 hours a day.
- Provide system sent e-mail or text alerts for expiring permits, prior to expiration date.
- Access information and all permits that have been issued to a contractor from one location.
- Show alerts and holds for: license or insurance expiration or revocation, red tags not paid, stop work orders, duplicate permits (not closed), etc.
- Report information for permitting and payment for Building Department only.....not to include all fees from all other departments.
- Provide alerts when a commercial business that continues to operate during a remodel fails to get their final inspection.
- Show flood zone mapping, integrated into the system; or availability to access while in the system serving customers.
- Provide customers access to records to see that they have red tags, triple fee permitting because of work without permit, etc.

Code Enforcement's functional objectives for a software platform should include:

- Intuitive user interface
- Efficient (fast, easy) data entry
- Source information identifying how the action was initiated, i.e., Code Enforcement Officer, Citizen Complaint, etc.
- A mobile workflow to be used with mobile devices in the field (via internet or mobile app on iPad) that mirrors desktop application and its functions
- Automatic parcel information retrieval from Palm Beach County Property Appraiser



- Inspection notification and workflows (Cases will have a specific action required. Applications should flag cases due for follow up action daily and notify the affected inspector each day.)
- · Automatic scheduling desired
- Easy queries and searches by any data field
- · Violations table which can be amended as new ordinances are passed, language changed
- · Custom and standard reporting
- · Flexible report configurations
- · Capacity for user-modifications by trained system administrator without programming skills
- Creation and tracking of modifiable letters and forms which can include inserted attached photos
- · Multiple document attachment capability
- Code enforcement case tracking from beginning to end including complaint log, billing and hearings
  - Image management
  - File attachment
  - Audit Log records
  - · Online citizen access
  - · Property owner registration for vacant properties
  - · International Property Maintenance Code
  - · Perform SQL queries on the data as needed utilizing an open database format.

#### Code Enforcement Scope

- Case management- Software platform will allow code enforcement inspectors a solution to manage cases of various code enforcement processes:
  - Automatic generation of workflow based upon code enforcement process type.
  - Choice of parcel data and owner lookup through GIS integration (tax records, maps) and previous case lookup tables.
  - Capacity to edit owner information and add/list multiple owners and occupants.
  - Automatically add "lookup information" to case.
  - Automatically assign case numbers to new cases (Not optional).
  - Automatic inspection and re-inspection scheduling with reminders automatically sent.
  - Ability to create daily and weekly task lists for code enforcement activities.
  - Provide revisable drop-down lists to assign pertinent information to cases.
  - Provide databases of inspections with spatial attribute data and other information required. Software should record X and Y information at time of creation.
  - Provide easy access to previous case history. It is desirable that closed



cases and associated case information are able to be viewed on the map or a quick search.

- II. Letter Generation and Management Software platform will provide code enforcement inspectors an automated solution to generate and manage various code enforcement letters:
  - Automatic generation of various preformatted code enforcement letters based upon case types with case content insertion including photos.
  - Automatic content insertion of case information into letters.
  - · Letter editing capability via Microsoft Word or simple editor.
  - Ability to reprint previously sent letters and to maintain a copy for the case record.
  - Ability to update owner and parties of interest letters and reprint letters while maintaining previous case history.
  - Ability to enter certified letter information and verify that cases have been properly served.
  - Ability to create letter formats in pdf and other email friendly formats.
  - Ability to store letters in print queue for batch printing jobs.
  - Letter templates easily modified and created by internal staff.
  - · Capability of electronic signatures on letters.
- III. Parcel Data Lookup Software platform will allow code enforcement officers a solution to access and manage constantly changing property information:
  - Automatically look up owner information from parcel database when new case is entered into system.
  - Ability to edit and update parcel data then create a new data record to be stored in an update lookup table.
  - Automatically looks up various parcel attribute data such as land use and others.
  - Automatically import additional owner information mailing information into system from text file. This includes taxpayer, mortgage company, water billing info, etc. Demonstrate how it will link.
- IV. Reporting Software platform will allow code enforcement inspectors and management team a solution to generate various code enforcement reports:
  - Ability to create listings of overdue letters and inspections.
  - Ability to create and run standard reports along with customized reports.
  - Ability for internal staff to write custom reports.



- Ability to create graphical charts and graphs summarizing code enforcement information.
- · Ability to export query information to Excel.
- · Ability to email reports in PDF format.
- · Map queried case information.
- Scheduled reports for automatic delivery via e-mail.
- V. Photo and Document management Software platform will allow code enforcement inspectors a solution to manage photos and other documents associated with cases:
  - Ability to upload and associate videos, photos, etc with code cases and violations.
  - Unlimited file size support.
  - Unlimited number of photos per case.
  - · Simultaneous upload of multiple photos.
  - Ability to upload scanned and other documents to code cases and violations.
  - Ability to add notes regarding imported documents.
  - Ability to incorporate documents into case reports and letters.
  - Secure cloud storage of uploaded case documents.
  - · Ability to upload pictures during field use.
  - Ability to support general documents accessible outside of a case, i.e., code book PDF, etc.
- VI. GIS Integration and Embedded map System will allow code enforcement officers a solution to incorporate and map existing GIS data. System should have a GIS Map component included in the software. System should also include the following:
  - · Validation of address for new case processes.
  - Owner address lookups.
  - Query parcel information by owner name.
  - Auto-populate information into cases based upon geographical location utilizing integrated GIS layers such as code enforcement areas, flood zones, etc.
  - Automatically assign cases to code enforcement officers based on geographical location.
  - Ability to utilize GPS on a tablet in the field to create cases from the map.
  - Ability to add notes on the map or to each parcel that is not related to a specific case.
  - Ability to hover over GIS information and see relevant fields in popup.
- VII. On-line Citizen Access System will allow citizens to file complaints and track



#### status:

- Filing complaints on-line.
- · Easy access for citizens to track status of complaints.
- · Capability for citizens to upload photos, videos, etc.
- · Ability to notify inspectors of on-line complaints filed by citizens.
- VIII. Public Nuisance Abatement System will provide the code enforcement with a solution to manage enforcement and remediation of public nuisance cases:
  - Automatic scheduling of property inspections and re-inspections.
  - · Contractor Information and costs.
  - Creation of invoices and other documentation required for lien/billing process.

**Data Migration** - Ability to migrate information from the internal database currently in use by code enforcement.

#### General Questions to be answered:

- What are Minimum Bandwidth Requirements? Reference Appendix A
- · What are Maximum Bandwidth Requirements? Reference Appendix A
- How many sites do you have for emergency backup/data recovery in case the main server goes down? All data is stored in the US on AWS hosted servers. Where is the backup located? We have multiple servers located across the country, always one in the East and one in the West side of the Country.
- How frequently do maintenance periods occur? If there is downtime, how long does the downtime last (on average?) At what time of the day/week does scheduled maintenance normally occur?
- · What kind of software uptime do you guarantee?
  - 1) Uptime 97.9%
  - 2) Performance and response time: 5 Minutes
  - 3) Error correction time:15 Minutes
  - 4) infrastructure and security: 4 Hours
- If the contract is terminated, will the Village have access to download our data for our own use? What other options does the vendor supply for the client in-order to obtain the data? (i.e., transferring data to an external hard drive and shipped to the client) In the event of contract termination we will provide a one-time export of all Village data in the desired media format.
- What is the timeline for implementation after receipt of order?
  - introductory letter within 3-5 business days
  - Withing 3 days from the introductory letter the Production Team will follow-up with a kick-off email to schedule a Team introduction meeting



#### between ICC CDS and the municipality

- Based on requirements from both sides a implementation will be established (typically 6-9 month for completion).
- How are software upgrades handled? Are they included in the annual maintenance agreement?
  - Simple Updates/Additions to Entity types and Templates
  - Entity types are items such as Permit Types, Fee Types License types etc.
  - Templates are configured mappings of items such as fees, inspections and task to parent items such as Permits and Licenses
  - · Simple Updates/Additions to Printouts
  - · Creation of Simple New Reports
  - Creation of New User Accounts
  - · Creation of New Groups and Fields on Entities
  - Remote troubleshooting and repair to the extent of our ability of any errors generated by Municity
  - Remote troubleshooting and repair to the extent of our ability any Municity technical issues
  - Escalation to Municity Engineers for any software issue that we cannot immediately resolve
  - Access to all major and minor software updates provided by Municity per the request of the customer
  - Assistance in activating/configuring minor software updates provide by Municity
  - Access to TIPS and FAQs on the ICC Community Development Solutions' website
  - · User group meetings and webinars
  - Access to Municity's knowledgebase
  - Answers to Basic Procedural questions

The Village requests on-site training, however web training may be substituted if needed.



#### RFP EXHIBIT B - PROPOSER'S CERTIFICATION

# SUBMIT ONE ORIGINAL, FOUR (4) COPIES AND ONE ELECTRONIC COPY OF YOUR PROPOSAL TO:

Village of North Palm Beach Village Clerk's Office 501 U.S. Highway One, North Palm Beach, FL 33408

E-mail Address: sowens@icc-cds.com

Contact representative: Suzanne Owens

The undersigned authorized representative of the Proposer agrees to all terms and conditions stated in the RFP, and proposes and agrees that if this proposal is accepted by the Village, the Proposer will enter a contract with the Village incorporating the terms of the standard Village contract to provide the services as stated in this proposal and in accordance with the terms and conditions of this RFP. No proposal may be withdrawn for a period of one hundred and twenty (120) days following the opening of the proposals. The Proposer further acknowledges and affirms the certifications set forth in Section 7 of the RFP.

# Authorized Representative's Signature Authorized Representative's Signature Lynn Martin Name Date 5/31/32 COO Position Attest By: [Corporate Seal]



#### RFP EXHIBIT C - PUBLIC ENTITY CRIME STATEMENT

#### UNDER SECTION 287.133, FLORIDA STATUTES

|   | nt is submitted to the Village of North Palm Beach, Florida      |
|---|--|
| by Lynn M                                       | lartin, coo  |
| [print individual                               | s name and title)  |
| for_ICC Co                                      | mmunity Development Solutions, LLC                               |
| (print name of e                                | ntitysubmitting) /   |
|   | ssis 781 Elmgrove Rd Rochester, NY 14612                         |
| and (if applicable) its                         | Federal Employer Identification Number (FEIN) is: $81 - 4343415$ |
| (If the entity has no FE signing this sworn sta | IN, include the Social Security Number of the Individual tement: |

- 2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision or any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
- 3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), <u>Florida Statutes</u>, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
- 4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
  - a. A predecessor or successor of a person convicted of a public entity crime; or
  - b. An entity under the control any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.



- 5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
- 6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (indicate which statement applies.)

Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

\_\_\_\_\_The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (attach a copy of the final order)

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT HIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

(Signature)

The foregoing document was sworn and subscribed before me this 31st day of Martin who is personally known to me or produced as identification.

My Commission Expires 9 24 25

Notary Public KIMPERLIE R. PANELLA
NOTARY PUBLIC-STATE OF NEW YORK
No. 01PA5037555

Qualified in Monroe County

My Commission Expires September 24, 20 3



#### RFP EXHIBIT D – CONFIRMATION OF DRUG FREE WORKPLACE

In accordance with Section 287.087, Florida Statutes, whenever two or more Proposals are equal with respect to price, quality, and service which are received by any political subdivision for the procurement of commodities or contractual services, a proposal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug-free workplace program, a business shall:

- (1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violation of such prohibition.
- (2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- (3) Give each employee engaged in providing the commodities or contractual services that are under proposal a copy of the statement specified in subsection (1).
- (4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than 5 days after such conviction.
- (5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by, any employee who is so convicted.
- (6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

| implementation of this section.                         | first a second second                           |
|---|---|
| As the person authorized to sign this statement on beha | alf of ICC Community Development, Solutions, LL |
| certify that I complies complies                        | s fully with the above requirements.            |
| dyna mar hi   | 5/31/22.  |
| A LIBERTA TO SUPSETION                                  |   |
| Authorized Representative's Signature                   | Date  |
| Lynn Martin   | COO   |
| Name  | Position  |
| ICC COMMUNITY DEVELOPMENT                               |   |
| DEVELOPMENT   |   |

SOLUTIONS
Formerly General Code CMS LLC

#### RFP EXHIBIT E - SCRUTINIZED VENDOR CERTIFICATION

#### PURSUANT TO SECTION 287.135, FLORIDA STATUTES

This sworn statement is submitted to the Village of North Palm Beach, Florida

By: Lynn Martin, COO

For: ICC Community Development Solutions, LLC whose business address is 781 Elmgrove Road, Rochester, New York 14624

And its Federal Employer Identification is 81-4343415

- 1. I hereby certify that the above-named entity:
  - A. Does not participate in the boycott of Israel; and
  - B. Is not on the Scrutinized Companies that Boycott Israel List.

- 2. If the Contract for goods and services is for more than \$1,000,000, I hereby certify that the above-named entity:
  - A. Is not on the Scrutinized Companies with Activities in Sudan List; and
  - B. Is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and
  - C. Has not engaged in business operations in Cuba or Syria.
  - D.

Section 287.135, Florida Statutes, prohibits the Village from: (1) contracting with companies for goods or services in any amount if at the time of bidding on, submitting a proposal for, or entering into or renewing a contract if the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel; and (2) contracting with companies, for goods or services over \$1,000,000 that are on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List created pursuant to Section 215.473, Florida Statutes or is engaged in business operations in Cuba or Syria.



As the person authorized to sign on behalf of the above-named entity, I hereby certify that the statements set forth above are true and that pursuant to Section 287.135, Florida Statutes, the submission of a false certification may subject the company to civil penalties, attorney's fees and/or costs. I further understand that any contract with the Village for goods or services may be terminated at the option of the Village if the company has been found to have submitted a false certification.

Notary Public

The foregoing document was sworn and subscribed before me this 31 day of a sidentification.

as identification.

Approximation.

Support Approximation.

Lynn Martin, COO

The foregoing document was sworn and subscribed before me this 31 day of a day of a

My Commission Expires:

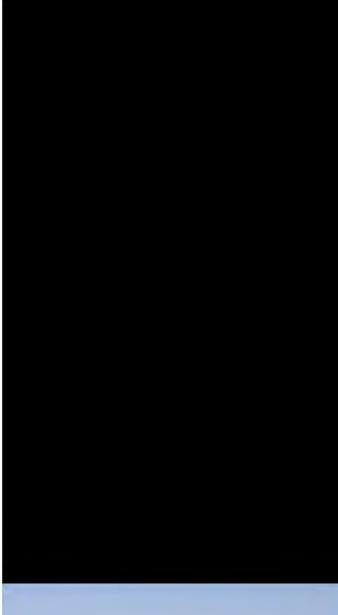
KIMBERLIE R. PANELLA
NOTARY PUBLIC-STATE OF NEW YORK
No. 01 PA5037555
Qualified in Monroe County
My Commission Expires September 24, 20



## RFP EXHIBIT F - STANDARD VILLAGE CONTRACT

We agree to the Village's Standard Terms and Conditions as noted in the RFP.





# MAINT STAR Permitting Software

#### Land Mangement Software

- Permits, Planning and Zoning and Code Enforcement
- · Electronic Plan Review
- · Inspections Building, Code and Fire
- · Business Licensing
- · Public Web Portal
- Query and Reporting Tools



Village of North Palm Beach RFP 2022-LR **Permitting Software** 

Due Date: June 6, 2022 2:15 PM EST

28 Hammond Irvine • CA • 92618 800 · 255 · 5678 phone 949 · 458 · 7626 fax eric@maintstar.com

# Village of North Palm Beach - FL

RFP 2022-LR - Permitting Software

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| ► MaintStar Hosting Services and Security Measures                    | 69       |
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| Minimum RTO and RPO   | 72       |
| Business Continuity and Disaster Recovery                             | 72       |





28 Hammond, Unit D Irvine • CA • 92618

> 800 • 255 • 5675 phone 949 • 458 • 7626 fax www.maintstar.com

June 1, 2022

Village of North Palm Beach 501 U.S. Highway One North Palm Beach, FL 33408-4906

Attn: Andrew Lukasik, Village Manager RE: RFP 2022-LR - Permitting Software

#### Mr. Lukasik:

On behalf of MaintStar, I am pleased to provide the following response to the Village of North Palm Beach for your consideration. MaintStar offers one of the newest, most advanced Land Management Solutions available today. MaintStar currently supports 4 clients in Florida and is licensed to perform contracts in Florida.

MaintStar, if selected by the Village, the proposer understands the work to be done, commits to perform the work within the time period, is able to and will comply with all applicable laws, rules, regulations and ordinances of the Village, Palm Beach County, the State of Florida and the United States.

MaintStar offers MS as a perpetual enterprise license price - there are no license fees for adding users. A single recurring annual fee includes all ongoing services: hosting, support, and online training. MaintStar is the manufacturer, services provider, meets all requirements and services and is sole contractor for this project. This proposal is good for 180 days.

MaintStar LMS is built on the latest web browser environment and offers both ESRI/GIS and MS Office advanced integrations as standard. MaintStar offers dedicated customer environments (never shared or multi-tenant) for each client - each with customized security and IT specifications.

Every effort is made to provide a complete and accurate response. However, if any questions arise with any part of this response, please feel free to contact me directly. Note: Following this letter is MaintStar's Certificate from The State of California as a Corporation in Good Standing. MaintStar has no pending litigation and has not defaulted on a contract since its inception (1984).

| RFP Document                                  | Received   | Understood and Ack |
|---|------------|--------------------|
| RFP 2022-LR - Original Release                | 05/06/2022 | √                  |
| RFP 2022-LR - Addenda 1 - Question and Answer | 05/09/2022 | √                  |

Respectfully Sybmitted,

Eric Sabato

Vice President of Sales and Authorized Corporate Officer

MaintStar

Land Management and Public Works Products

800 · 255 · 5675 office

714 · 883 · 8851 mobile

949 · 458 · 7626 fax

eric@maintstar.com

## State of California

# Secretary of State

CERTIFICATE OF STATUS

ENTITY NAME:

MAINTSTAR

FILE NUMBER: FORMATION DATE:

C1328464

MADE.

01/11/1985

TYPE:

DOMESTIC CORPORATION

JURISDICTION:

CALIFORNIA

STATUS:

ACTIVE (GOOD STANDING)

I, ALEX PADILLA, Secretary of State of the State of California, hereby certify:

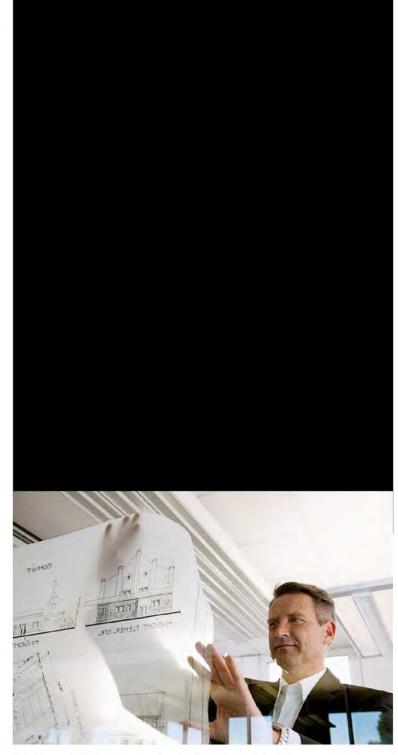
The records of this office indicate the entity is authorized to exercise all of its powers, rights and privileges in the State of California.

No information is available from this office regarding the financial condition, business activities or practices of the entity.



IN WITNESS WHEREOF, I execute this certificate and affix the Great Seal of the State of California this day of May 17, 2016.

ALEX PADILLA Secretary of State



➤ Section D - Statement of Qualifications

Village of North Palm Beach - FL

RFP 2022-LR -Permitting Software

# MaintStar Company Profile

| Years in Business                   | Since 1984, 37 Years   |  |
|-------------------------------------|--|--|
| Corporate Ownership                 | Incorporated - State of California Good Standing   |  |
| Number of Employs                   | 38 Employs   |  |
| Location<br>Support Center          | MaintStar - Corporate Office 28 Hammond Unit D Irvine CA 92618   |  |
| Local Officer &<br>Point of Contact | Eric Sabato, Vice President of Sales 28 Hammond Unit D, Irvine, CA 92618 800-255-5675 o. 714-883-8851 c. eric@maintstar.com              |  |
| Company Background                  | 36 years - Servicing State/Local government in Public Works and Community Develop-   |  |
| Product Ownership                   | 100 % - No Licensed Technology<br>100 % - In House Developed   |  |
| Company Focus<br>Industries Served  | Nationwide - Local City and County Government Water Districts Port Authorities   |  |
| Key Customers                       | Alameda County - CA Orange County - CA Baltimore County - MD Hillsborough County - FL State of Wyoming DOT - WY State of Kansas DOT - KS |  |
| DUNS                                | 18-6024766   |  |
| Fed Tax ID (EIN)                    | 33-0151817   |  |
| Total Clients                       | > 200  |  |
| Awards                              | Microsoft® CityNext™   |  |
| Key Partners                        | Microsoft® - Business Software  Microsoft® CityNext™ - Government Specific Technologies  ESRI® - GIS Location Mapping                    |  |

## Finance and Stability

| MaintStar Bank Reference      |                                       |  |
|-------------------------------|---------------------------------------|--|
| Institution                   | Bank of America - Laguna Beach Branch |  |
| Contact                       | Judy Jeong                            |  |
| Phone                         | 626-817-0224                          |  |
| Duns                          | 18-6024766                            |  |
| FY 2020 Revenues              | > \$ 17m                              |  |
| FY 2020 Net Profit as % Sales | > 12%                                 |  |
| Debt                          | MaintStar has zero debt.              |  |
| Statement on Litigation       | No Litigation.                        |  |

#### MaintStar Qualifications Statement

Established in 1984, MaintStar enjoys 38 year track record of supplying and supporting state and local government software systems, specifically for Community Development Land Management and Public Works Enterprise Asset Management. MaintStar has deployed and supports over 200 similar agencies to Village of North Palm Beach in the United States.

- Experts MaintStar brings 38 years of experience in Permitting and Land Management solutions for State/Local Government, Utilities, and Port Authorities.
- Domain Knowledge MaintStar applications have years of providing the exact same solutions, features, and requirements detailed in this solicitation - and the company has the necessary previous experience.
- References Maintstar includes three references to demonstrate system performance and services satisfaction.
   Additionally see similar projects below.
- Single Source Primary Contractor MaintStar is the sole and primary contractor for this project and does not
  require a sub-contractor for any specialized work on this contract. MaintStar is the single point of contact for any
  issue on this project.
- Technical Competency MaintStar brings a rich pool of people, knowledge and expertise to this project
  through decades of experience in implementing Permitting and Land Management solutions in water
  and waster water utilities. MaintStar team averages 14 years of specific Permitting and Land Management
  experience. They execute a well-planned approach for your implementation.
- Highly Experienced Staffing/Personnel The MaintStar team brings 12 years of average company tenure and 15 years of average domain experience to this project. MaintStar is an EEO employer and adheres to all Fair Wage practices.
- Product Advantage Third generation design with the advantage of the "lessons learned" in design and
  architecture. Including the knowledge to select the most appropriate technology for performance, life cycle,
  and return on investment.
  - Perpetual, Enterprise Site License No Annual Subscription or Named User Licensing Fee.
     Once the agency buys the license there are no additional fees to add users or use annually.
  - Premier AWS GovCloud Hosting Solution No Multi-Tenancy, Unique Test and Production Environments, and Premier Security Measures applied.
  - Modern Architecture React JS, MS SQL 2019, RESTful Web Services API

### MaintStar - Recent Similar Projects

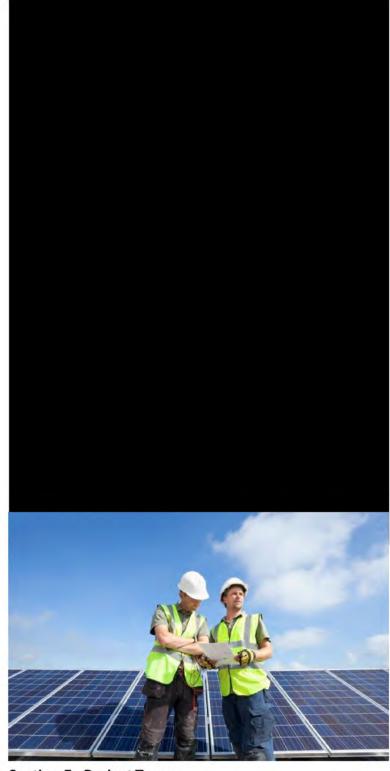
| Agency              | Population/Served | General Description                                    |
|---------------------|-------------------|--|
| Palm Springs FL     | 24,900            | Permitting, Code Enforcement, Planning, Licensing      |
| City of La Mesa CA  | 59,900            | Permitting, Code Enforcement, Planning, Licensing, EPR |
| Plant City FL       | 38,700            | Permitting, Code Enforcement, Planning, Licensing, EPR |
| Mesa County CO      | 154,210           | Permitting, Planning, Code Enforcement                 |
| City of Waukegon IL | 87,800            | Permitting, Code Enforcement, Business Licensing       |
| State of Kansas KS  | 3.7 million       | Permitting, ROW Permits, Utility Permits, Inspections  |

## MaintStar Technical Competence

| Sub-Contracting  | None. MaintStar is the Developer, Implementor and On-Going Service Provider  |  |
|--|--|--|
| Third Party Software                                   | None. MaintStar can provide complete Land Management via this solution.  |  |
| Team Competence  | Software Development - In House Database Optimization - In House Project Manager - In House Documentation Development - In House Project Coordination - In House Business Analyst - In House           |  |
| System Integrations<br>Standard/Included<br>Experience | ESRI - GIS (note: Open GIS Architecture) Microsoft Office and Exchange Integration MS SQL Reports v6 ePlanSoft EPR CardConnect PCI Credit Card, ACH and PayPal Payment Processing                      |  |
| Previous Client Integration<br>Experience              | Tyler Eden Cashiering Tyler Munis Financial ePlanSoft EPC an EPR Plan Review Microsoft CRM Dynamics® Selectron Automated ACD Paymentech (now JPM Chase) Credit Card, ACH and PayPal Payment Processing |  |
| Previous<br>Database Conversions                       | Tidemark Permitting Accela Permits Plus Tyler Eden Permitting Access and MS SQL Agency Created Database Conversion   |  |

## No Conflict of Interest Statement and Insurance Compliance

| MaintStar Statements   |   |  |
|--|---|--|
| Village of North Palm Beach<br>RFP - 2022-LR<br>Specifications & Standard Contract | MaintStar LMS is in full compliance with all specifications in contained in this RFP response. MaintStar agrees to the terms and conditions contained in the Standard Village Contract - Exhibit F.   |  |
| Village of North Palm Beach RFP - 2022-LR Insurance Requirements                   | MaintStar complies to the insurance requirements. A full Certificate of Insurance is provide on page XX.  |  |
| Village of North Palm Beach RFP - 2022-LR Conflict of Interest                     | MaintStar attests by submission of this proposal and by signature below, any individual who will perform work on behalf of MaintStar on this project is not employed by the Village of North Palm Beach or is engaged in any business relationship with the Village of North Palm Beach.  Exception Service President of Sales and Authorized Corporate Officer |  |



➤ Section E - Project Team

Village of North Palm Beach - FL

RFP 2022-LR -Permitting Software

# The Project Team

| Calas Managan         | Frie Calabia Vitas Dissidant of Calab  |                 |
|-----------------------|--|-----------------|
| Sales Manager         | Eric Sabato, Vice President of Sales<br>800.255.5675   | ****            |
|                       | 714.883.8851 c.  | YEARS           |
|                       | The state of the s |                 |
|                       | eric@maintstar.com   |                 |
| Project Manager       | Tony Sheppard, Project Manager   | To the state of |
|                       | 800.255.5675 x203 o.   | * 4 *           |
|                       | tony@maintstar.com   | / YEARS         |
| GIS/Database Engineer | Victor Reinhart, Director GIS Development  | ***             |
|                       | 714.309.7362 c.  | * 25 *          |
|                       | victor@maintstar.com   | , CANS          |
| Training Manager      | David McElroy, Director of Training, Project Manager   | ***             |
|                       | 714.585.0712 c.  | * 20 *          |
|                       | david@maintstar.com  |                 |
| Project Sponser       | Olga Aznabakiyeva, Project Coordinator   | ***             |
|                       | 415.658.1322 c.  | YEARS           |
|                       | olga@maintstar.com   | 0               |
| Technical Support     | Long Nguyen, Senior Technical Support  | +*+             |
|                       | 800.255.5675 x205 o.   | * 16 *          |
|                       | long@maintstar.com   | TEANS           |
| Configuration         | Vladimir Buskin, Chief Architect   | ***             |
| Custom Development    | 949.426.5618 c   | * 14 *          |
| Integrations          | vladimir@maintstar.com   |                 |
|                       | Victor Reinhart, Integration Documentation and Testing   |                 |
|                       | Gennady Kuteykin, Programming Specialist (Integrations)  |                 |
| Escalation            | Dimitry Poretsky, President  | Toward .        |
|                       | 800.255,5675 x202 o.   | * 37 *          |
|                       | dp1@maintstar.com  | YEAR5           |

## Team Resumes

| Project Team       | Tony Sheppard - Project Manager  |  |  |
|--------------------|--|--|--|
| Work History       | MaintStar - 4 years  |  |  |
|                    | Management (LMS) systems. Wit  | for MaintStar Enterprise Asset Management (EAMS) and Land<br>h exceptional experience in the public sector service, Tony<br>customers to analyze and optimize efforts and processes to<br>aintStar products. |  |
|                    | government, healthcare, and mai  | mation Technology management experience in the<br>nufacturing sectors. First responder and public works agencies<br>ears of leadership and technology support in the public sector.                          |  |
|                    | Tony specializes in leveraging Ma<br>leading to a list of successful ente  | intStar applications to exceed requirements and expectations, exprise deployments.   |  |
| Experience         | Tony brings a consistent record delivering enterprise-class technologies and technology leadership to the County of Ventura Public Works. Familiar with the interworkings of both technology and government he is the bridge for public utilities, field-based operations, and maintenance staff, executive-level decision-makers. A passion for process improvement is the ideal trait for a Project Manager. |  |  |
|                    | Served as Project Manager and led a team for a GIS centric, cloud-based asset management and work order system involving multiple stakeholders, decision makers and subject matter experts Project focused on integration with timekeeping software, accuracy of data input, field-based mapping, workflow and automation development and significant end user training.                                       |  |  |
|                    | Built resiliency and continuity of operations with cloud-based Software as a Service (SaaS).   |  |  |
|                    | Developed GIS resources using Geocortex supporting 80 data layers critical to the needs of internal and external customers.  |  |  |
|                    | Deployed Citizen Relationship Management (CRM) system providing online access to government resources with over 700 monthly citizen interactions. Using automated workflows, citizen needs are automatically routed to designated staff.   |  |  |
|                    | Developed SharePoint applications to automate and track purchase requisitions, invoicing, training compliance, contact management, document approvals, staffing changes, and others.   |  |  |
|                    | 2017 Ventura County Public Works Agency Employee of the Quarter  |  |  |
|                    | • 2020 Ventura County Public Wo  | rks Agency Manager of the Year Award   |  |
|                    | 2020 Ventura County Management Council Innovation Award  |  |  |
| Project Experience | County of Ventura, CA  | Alameda County, CA   |  |
|                    | City of New Ulm, NM  | Alaska Communications  |  |
|                    | Seminole County, FL  |  |  |
| Education          | Associates Degree, Moorpark College  |  |  |

| GIS & DBA Engineer       | Victor Reinhart - System Application Engineer and Database Administrator   |  |  |
|--------------------------|--|--|--|
| Work History             | MaintStar - 25 years   |  |  |
|                          | Certification, Victor brings wealth  | oper, Database Administrator and Developer, and ArcGIS of knowledge and experience to the project. Victor is icator, and inspires our TEAM (Together Everyone Achieves |  |
| Experience               | MaintStar to ESRI GIS, Bentley and other OGC interfaces on mapping and Geo-systems. ArcMap<br>ArcGIS Server, ArcSDE.   |  |  |
|                          | MaintStar to CardConnect - PCI Compliant CC processing   |  |  |
|                          | MaintStar to Microsoft Dynamics  | CRM  |  |
|                          | MaintStar to Tyler Accounting and  | d Cashiering   |  |
|                          | MaintStar to Sungard HTE Work Order System   |  |  |
|                          | Various APIs including US Postal Office, Oracle ERP, and specialized MS Office requests. These include auto-postal and address validation systems.                     |  |  |
|                          | Database conversion lead and development - Oracle and MS SQL. Legacy conversion and ongoing migration to new platforms.  |  |  |
|                          | Security experience at Windows and UNIX platforms. Domain Controller setup, management, and ongoing support. Firewall and Remote VPN setup and support.                |  |  |
| Programming<br>Languages | SQL, C#, C, C++, PHP, JavaScript, JQuery, Powerscript, Perl, Python, PowerScript, DataStage, IBN Assembler, ASP, COBOL.  Web Services RESTFUL, SOAP, JSON              |  |  |
| Project Experience       | Orange County, CA  | MVCP (Haverhill Cooperative Purchasing), MA  |  |
|                          | County of Ventura, CA  | County of Santa Clara, CA  |  |
|                          | Hillsborough County, FL  | City of Winter Gardens, FL   |  |
|                          | Alameda County, CA   | City of Culver City, CA  |  |
|                          | Village of Lansing, IL   |  |  |
|                          | County of Baltimore, MD  |  |  |
|                          | State of Wyoming, WY   |  |  |
| Education                | University of California, Los Angeles, 1984 Bachelor of Science Engineering with honors.  Continues to remain current on technology through the UCLA Extension Program |  |  |

| PM & Training      | David McElroy - Project Manager & System Implementation Engineer   |  |  |
|--------------------|--|--|--|
| Work History       | MaintStar - 20 years   |  |  |
|                    | and easier solutions to complex issues resources to execute contracted de and problem solving. He has an extraction community development industry, within MaintStar. David's technical extractions.                                 | es effective communication to find more cost effective ues. He simultaneously coordinates various departmental eadlines utilizing critical thinking, strategic planning rensive knowledge of MaintStar, report writing, and the and works closely with his clients to optimize their processes expertise and experience working with people from a variety ational backgrounds ensure a successful project from start to |  |
| Project Roles      | Ensures an on-time delivery of com   | pleted system  |  |
|                    | Manages "scope creep" by effective   | ly holding weekly/daily discussions with client  |  |
|                    | Understands and manages client ex  | xpectations  |  |
|                    | Recommends business process decisions to client whenever reasonable  |  |  |
|                    | Possesses a thorough knowledge of our software and a thorough understanding for configuring the system during each project   |  |  |
|                    | Effectively facilitates regular status meeting with the Project Team   |  |  |
|                    | Ensures project documents are complete, current, and appropriately documented by reviewing deliverables prepared by team before passing off to client  |  |  |
|                    | Manages daily operational aspects of a project, scope and client interaction   |  |  |
|                    | Identifies necessary resources to complete projects and communicates with Technical Staff, Data Conversion, Software, Engineers, and Trainers to assign tasks to available resources while meeting the business needs of each client |  |  |
| Experience         | David excels at one on one and group trainings. He has supervised and conducted all major training operations for MaintStar over the past 20 years. Some installations include the following   |  |  |
| Project Experience | County of Adams, CO  | County of Clark, WA  |  |
|                    | County of Ventura, CA  | County of Santa Clara, CA  |  |
|                    | Hillsborough County, FL  | City of Alameda, CA  |  |
|                    | County of Washoe, NV   | City of Winter Gardens, FL   |  |
|                    | County of Contra Costa, CA   |  |  |
|                    | County of Baltimore, MD  |  |  |
| Education          | David has an MBA degree with ove implementation and training.  | r 20 years of EAM system experience, and will handle   |  |

| Project Team       | Olga Aznabakiyeva - Project Coordinator   |  |  |
|--------------------|---|--|--|
| Work History       | MaintStar - 5 years   |  |  |
|                    | progress meetings including send<br>primary communication conduit of<br>such as User IDs, Forms, Codes, La<br>distributed to the engineering tea  | main contact for the project. She will coordinate weekly ling out Agendas and Minutes of Meetings. She will act as the during the project. She will collect data from the customer nd Management Data to be sure that data is properly am for import into the system. She will also setup Ad Hoc mit Types and establish screen layouts, dropdown values and ence. |  |
| Project Roles      | Effectively facilitates regular status  | meeting with the Project Team and customer.  |  |
|                    | Distribute customer supplied reso<br>data, user loading, minor configur   | ources to the appropriate Project Team member (forms, import ation of system parameters).  |  |
|                    | Replication or creation of custome  | er forms or reports for input into system.   |  |
|                    | Work independently, while successfully meeting time lines and project objectives  |  |  |
|                    | Possess and execute comprehensive documentation practices   |  |  |
|                    | Create and configure system record types to meet the ongoing changes customers encounter through out the life use of Land Management Systems.   |  |  |
|                    | Assist Project Managers with the implementation of software during new client installations   |  |  |
|                    | Effectively prioritize and operate pro actively   |  |  |
|                    | Mental dexterity to grasp new ideas and integrate them into desired results   |  |  |
| Experience         | Olga has over 5 years computer science experience in HTML and CSS web technologies and design in addition to communications and project management qualifications and experience She has worked on over 8 installations and another 6 installations in Forms layout and design and reports layout and design. |  |  |
| Project Experience | State of Wyoming DOT  | State of Kansas DOT  |  |
|                    | Village of Hazel Crest, IL  | City of Plant City, FL   |  |
|                    | Village of Dolton, IL   |  |  |
|                    | City of Rio Vista, CA   |  |  |
|                    | Alameda County, CA  |  |  |
|                    | Village of Lansing, IL  |  |  |
| Education          | Bachelor of Science – Philosophy. Trained in MIcrosoft RDL - Report and Form Development,<br>JasperSoft - Report and Form Development. HTML Web Development certified. Asana and<br>Microsoft Project Certification   |  |  |

| Vladimir Buskin - Systems Engineer   |  |  |
|--|--|--|
| MaintStar - 14 years   |  |  |
| Vladimir Buskin is the primary engineering lead on all engineering aspects of the system deployment. This includes:  |  |  |
| 3. Assure system is meeting custo  | s or application environments.<br>tration meets customer requirements.<br>omer requirements from a functional perspective.<br>ernatives to improve use and reliability of system   |  |
| System Deployment, Integration   | and Interface Testing and Product Engineering  |  |
| System architecture and Development Environment Decisions  |  |  |
| ASP net 2.0, SQL server, Oracle 10 Web Services JavaScript, JQuery C# ASP.net - 10 Java 5 - 2 years; SQL, T-SQL, PL/SQL; - 12 years; Node.js - 2 years; NHibernate - 8 years; HTML, CSS, JSON, XML, Ajax - 10 y Webpack, React.JS, Redux, Angula JQuery, YUI - 7 years; ArcGIS, Leaflet, GeoJSON, Spatial Crystal Reports - 4 years. | years;<br>years;<br>ar – 2 years;  |  |
| Databases and Tools: MS SQL Server (full cycle of database development); T-SQL; MySQL; MS Access; Oracle 8i-10g, PL/Sql; Crystal report; Fast report; SubVersion; CVS; Mantis (bug tracking system).   |  |  |
| IDEs:<br>MS Visual Studio, IntelliJ 6 IDEA 6, WebStorm, Atom.  |  |  |
| State of Wyoming DOT   | Village of Lansing, IL   |  |
| Village of Hazel Crest, IL   |  |  |
| Village of Dolton, IL  |  |  |
| City of Rio Vista, CA  |  |  |
|  |  |  |
|  | Vladimir Buskin is the primary endeployment. This includes:  1. Integration to new applications 2. Testing and confirmation integ 3. Assure system is meeting custo 4. Discover and development alter 5. System Deployment, Integration 6. System architecture and Development:  ASP net 2.0, SQL server, Oracle 10. Web Services 1. Java 5 - 2 years; SQL, T-SQL, PL/SQL; - 12 years; Node.js - 2 years; NHibernate - 8 years; HTML, CSS, JSON, XML, Ajax - 10 years; ArcGlS, Leaflet, GeoJSON, Spatial Crystal Reports - 4 years.  Databases and Tools: MS SQL Server (full cycle of databates and Tools: MS SQL Server (full cycle of databates and Tools: MS SQL Server (full cycle of databates and Tools: MS SQL Server (full cycle of databates and Tools: MS SQL Server (full cycle of databates and Tools: MS SQL Server (full cycle of databates and Tools: MS SQL Server (full cycle of databates and Tools: MS SQL Server (full cycle of databates and Tools: MS Visual Studio, Intellij 6 IDEA 6, State of Wyoming DOT  Village of Hazel Crest, IL  Village of Dolton, IL |  |

| Support Team       | Long Nguyen - Senior Technical Support Engineer  |  |  |
|--------------------|--|--|--|
| Work History       | MaintStar - 16 years   |  |  |
|                    | with data conversions, implementation technical issue resolution via e-mail, p   | in contacts for all technical support questions and assists<br>ons, and report writing. He provides client support and<br>shone and on-line mediums. Additionally, Long helps with<br>that are needed to connect to the database. He identifies<br>don operational issues. |  |
| Project Roles      | Provide training to clients in the use of system and applications  |  |  |
|                    | Configure software to connect to internet application servers  |  |  |
|                    | Identify and correct or advise, on operational issues in various computer systems  |  |  |
|                    | Work independently, while successfully meeting time lines and project objectives   |  |  |
|                    | Possess and execute comprehensive documentation practices  |  |  |
|                    | Create and maintain detailed records using MaintStar's problem resolution tracking system to report and ultimately conclude outstanding support requests from clients  |  |  |
|                    | Assist Project Managers with the implementation of software during new client installations  |  |  |
|                    | Effectively prioritize and operate pro actively  |  |  |
|                    | Mental dexterity to grasp new ideas and integrate them into desired results  |  |  |
| Experience         | Long has over 16 years of computer related work that is geared to municipalities and public agencies. His broad exposure to many types of systems during his tenure, offers a well-rounded view for creating optimal implementations. Long is uniquely qualified to provide the highest level of support to our clients. |  |  |
| Project Experience | City of Pleasanton, CA   | City of Fremont, CA  |  |
|                    | City of Thousand Oaks, CA  | City of Timmons, Canada  |  |
|                    | City of Fairfield, CA  | City of San Bruno, CA  |  |
|                    | City of El Paso, TX  | City of Culver City, CA  |  |
|                    | Memphis Light, Gas & Water, TN   |  |  |
|                    | City of Reno, NV   |  |  |
| Education          | University of California, Santa Barbara, 2000  Bachelor of Science – Computer Science, emphasis in Programming Methodology, and Internet Information Services  |  |  |



Section F1 - Mainstar LMS - Software Proposed Village of North Palm Beach - FL RFP 2022-LR -Permitting Software

## MaintStar LMS - Advantages

|                                  | Cost Advantages   |  |  |
|----------------------------------|---|--|--|
| Perpetual Enterprise License     | NO PER USER FEE - NO ON GOING SUBSCRIPTION FEE. When your agency adds users, there are no fees.   |  |  |
| Single Annual Recurring Fee      | MaintStar bundles Hosting, Maintenance, On Going Training and Upgrades into a single annual fee. Since the license is site enterprise adding users over time incurs NO COST.  |  |  |
| Standard Default integrations    | MaintStar LMS offers ESRI GIS and Microsoft Exchange 365 integrations at no charge/standard.  Not only will you save dollars, the connection to these systems takes 2 days.   |  |  |
|                                  | Premier Hosting Solution  |  |  |
| Geo-Diverse Replicated Data      | MaintStar hosts with AWS EC2 S3 GovCloud. The same hosting solution as the FBI, CIA and other Federal Government agencies use. This offers the most robust, reliable, and secure solution available on the cloud. Full details are provided in a Cloud Hosting Section.   |  |  |
|                                  | The data speed and performance on AWS EC2 S3 GovCloud is greater, and the historical up time is better than .99995% over the last five years.   |  |  |
| No Multi-Tenancy                 | Not all Cloud Hosting solutions are the same. Cloud Hosting allows many vendors to take 'shortcuts' to increase revenue at considerable sacrifice to the customer. The first shortcut is to house many customers on the same server, operating system, and database. Housing multiple customers on the same software are known as multi-tenancy. When customers are multi-tenant - they all share the same database, they are all upgrade on the same day, and their system is not truly unique and custom.   |  |  |
|                                  | True Land Management - Not Just a Permitting System   |  |  |
| Real Land Management<br>Database | MaintStar LMS offers a full relational five table Land Management Database. Parcels, Situs Addresses, Structures, Establishments, and Owners of Records are in dedicated in tables and have a many-to-many relationship. This offers full lookup and association for each property in you community. Not all code and permitting systems are NOT Land Management Solutions.  Power of Land Management - If an National corporation has a franchise in your community - the Establishment table will provide a lookup of the local contacts, national contacts, and full Establishment information and licensing at your staff's fingertips. |  |  |
| Full Codes Database              | MaintStar LMS offers a full relational codes database. This allows several codes sources (Municodes, ICC Codes, IMPC codes have dedicated onboard codes dictionaries that your team may take advantage of.  |  |  |
| Licensed Professional Database   | All contractors all available on line for lookup, contact information, all current applications and credential validation are easy to lookup in the office or in the field.   |  |  |
| CRM Database                     | Full contact relationship table. All contacts at your fingertips.   |  |  |
|                                  | Built for Customization   |  |  |
| Screen Customization             | MaintStar LMS is a Commercial-Off-The-Shelf system with a dedicated Administration User Interface that provides full customization of the system. No two MaintStar LMS systems look the same. Agencies can customize screens, data fields, online user help, dropdown lists, standardized comments, checklists and all land management automation.  |  |  |
|                                  | Features Users Want   |  |  |
| On Board Workflow Engine         | Full on board workflow automation to reduce manual labor and automate your operation.   |  |  |
| On Board Reporting Engine        | Full on board reporting engine for standard, custom, instant and ad hoc (build from scratch) reports.   |  |  |
| On Board Notifications Engine    | Full on board text, email, inbox task and update information. Most advanced user inbox and task monitor features.   |  |  |
| Geo-Spatial Controls             | Assign by GIS area, Create city areas fast for any parameter required, fast and easy with no GIS database impact.   |  |  |

### MaintStar LMS - Solution Overview

MaintStar's LMS Land Management Solution is the leading browser-based enterprise Land Management System to assist the public sector in managing a more efficient, streamlined, and community-friendly enterprise operation.



MaintStar designs LMS to automate and centrally connect the critical operation of land use planning and project review, permitting, code enforcement, inspections, licensing and regulatory management, infrastructure management, community member requests, and more.

## Highlights

## The Leading GIS-Centric Application

MaintStar partners with ESRI technology and actively maintains support for the latest versions of the ArcGIS platform. Over ninety percent of our deployments take advantage of our ESRI GIS integration and a GIS-centric approach to Land Management with a visual and efficient approach to processing community development activities. The great news is ESRI integration is standard with MaintStar LMS and deploys in days.

#### On-Board Workflow Automation

MaintStar workflow automation manages all aspects of the application, review, issuance, and enforcement life-cycle. An enterprise workflow approach allows for the most advanced automation of business processes, including assistance with today and tomorrow's regulation issues. Configuration and automation of workflow scenarios are fast and easy with MaintStar's approach.

#### Agency Customization

MaintStar LMS is a Commercial-Off-The-Shelf (COTS) solution with built-in administrative customizing tools and controls. The application architecture includes Screen Customization, Workflow Automation Engine, Notifications Engine, User Defined Fields, User Defined Lists, Color Themes, and Images/Logos that specifically configure the application for each agency deployment. Our customers benefit from a reliable time-proven solution that offers all the features, requirements, and look-and-feel that meet agency expectations.

#### Community Engagement Portal

Today community engagement is central in government services. MaintStar offers a configurable web portal for applications, status, document uploads, and fees payments. Our deployment team is capable of optimizing the portal to best meet agency needs, and with screen customization, the look and feel will match that of the agency.

## Project and Land Management

From smaller projects to large-scale land development, MaintStar LMS allows your department to manage and keep all records and activities constantly accessible for the project. With a straightforward user interface and hierarchal layout users will have fast access to status, parameters, and specific data for any development and building project. With MaintStar all conditions for each project are easily kept in accordance with local ordinances and regulations.

- Group related permits, plans, and code enforcement activity into one Project. Manage and view the status of the overall project, along with being able to see key details of associated records and easily access full record history.
- Track time spent on the project that can be used for reporting and/or to calculate fees.
- Create parent and child project hierarchies to manage critical relationships between multiple projects.
- Enhanced search capabilities allowing users to search by both current and historic project names.
- View all associated records in a list view, GIS view, or timeline view using MaintStar's user friendly
  interface. Timeline provides users with a visual display of the project's history and progress and easy click
  to view navigation.

## **Permitting Operations**

Permitting operations are more efficient and easier to manage with MaintStar LMS. MaintStar streamlines permit processing with either fixed configuration for simple building projects or workflow automation for complex projects. With MaintStar's adaptability, there is no limit to the type of permits processed (from film permits, residential/commercial construction, or highway and interstate work) MaintStar offers a solution.

- Applications with document (plans) and fees submittal
- Staff reviews and plan reviews
- Onboard electronic plan reviews
- Electronic notifications, alerts and task reminders
- Inspections and virtual inspections with audits
- Inspection and building activities calendar interface
- E-Signatures
- Forms generation permit, inspection cards, Certificate of Occupancy, corrections or conditions reports
- Government or State permit reporting
- Permanent record attachment to the property/land database upon completion
- Record and documents archival

Community members, contractors, and developers can apply via the MaintStar Community Portal or Over-the-Counter. Full support for parent and child permits is standard and just as easy to process and manage.

## Planning and Zoning Operations

Planning operations are generally more complex and benefit from MaintStar's three-view user interface - map view, timeline view, or list view. Workflow automation plays a critical role in PZ operations and MaintStar's onboard workflow engine assists. Support for all potential decision trees, status points (with or without manual override), and drill down is available. With Land Management lookup and search, the relationship between land planning and application has never been more efficient.

- Applications with document (plans) and fees submittal
- Validation against existing or Future Land Use Management (FLUM)
- Pre-Application and staff reviews.
- Onboard electronic plan reviews
- Electronic notifications and updates
- Inspections, surveys, sign posting and follow-up field activities
- E-Signatures
- Forms generation PZ forms, recommendations reports, public hearing agenda, conditions reports
- County or State permit reporting
- Permanent record attachment to the property/land database upon completion
- Parcel genealogy
- Record and documents archival

The PZ Module in MaintStar includes a dedicated calendar interface for public hearings, agendas, and appeals. Planning team members can view planning events without filtering permitting related activities. Community members, contractors, and developers can apply via the MaintStar Community Portal or Over-the-Counter. Seamless integration between PZ activities and project management is natural.

### **Code Enforcement Operations**

MaintStar's Code Enforcement module benefits from onboard code language table and lookups. Field personnel can carry codes on their mobile device within the MaintStar application and copy and paste directly into violations forms. Code activity posts to Land Management so other business units (permitting, planning) will have visual access to code issues on a particular parcel or address.

- · Code violation reporting via portal (anonymous or not), counter or mobile device
- Jurisdictional validation with link to land management data
- GIS-centric display view and reporting of violations
- Electronic notifications and updates
- Inspections and field notifications
- E-Signatures
- Forms generation citations, notifications, lien notices
- Property tagging
- Appeals and liens processing
- Record and documents archival

## **Business Licensing Operations**

MaintStar LMS includes comprehensive Business Licensing processing. MaintStar LMS features system-wide checklist associations. Convenient for licensing applications, where a checklist provides applicants with a sequence and list of steps necessary to submit their application. MaintStar offers support for the full range of licensing requirements such as establishment licensing (including child licenses), short-term rental licensing, and food and health licensing requiring periodic inspections.

- Applications including documents and fees submittal
- Staff reviews
- Electronic notifications, alerts and task reminders
- E-Signatures
- GIS-centric display view of establishments and zoning validation of business type application
- · Forms generation license, inspections, citation, and health cards
- Public health inspections and follow-up inspections
- Automatic licensing renewal
- Government or State license reporting
- Permanent record attachment to the property/land database upon completion
- Record and documents archival

#### MaintStar LMS - Shared Resources

#### MaintStar LMS Community Engagement Portal

MaintStar LMS brings "City Hall" to the public through the Internet. This "City Hall" never closes, freeing staff and technicians from counter services. MaintStar offers rich community engagement and encourages online applications with a friendly, easy-to-use community portal. The portal offers two primary functions; (1) accept applications (permitting, planning, licenses, report code violations), and (2) offer community members a Map view of current community development activities. The public portal shares the customization features of MaintStar, assuring agencies the public portal resembles the agency's look and feel and processes applications the agency designates.

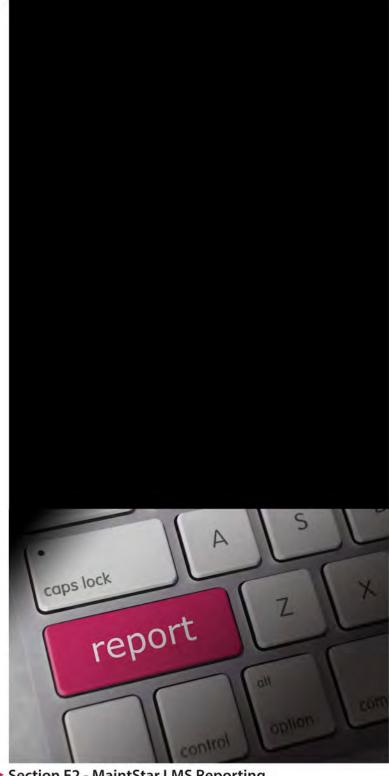
#### MaintStar LMS Electronic Plan Review

MaintStar LMS offers optional on-board Electronic Plan Review (EPR). MaintStar EPR provides collaborative plan review, generates corrections reports, and keeps all activity neatly attached to the building or planning application. MaintStar EPR is a best-of-class plan review solution with versioning, per page stamping, slip-sheeting, and time tracking of the review. Applicants can update plans and upload new versions via the community portal.

MaintStar Electronic Plan Review is a native onboard solution - no third party. All land management documents and activity tracking is unified in the same premier cloud-hosting solution and application.

#### MaintStar LMS Dashboards and Reporting

MaintStar LMS offers extensive dashboards and reporting. MaintStar LMS reporting features, standard, custom, instant, and ad hoc reporting. Exporting reports into business applications is convenient since LMS supports XLS, DOC, and PDF file formats.



► Section F2 - MaintStar LMS Reporting

Village of North Palm Beach - FL RFP 2022-LR -Permitting Software

#### MaintStar Dashboards

In today's fast paced world, real time reporting of key performance indicators is valuable to optimize business operations. Receiving this information visually, and to quickly adjust parameters to identify under and over performing areas, has created the need for Visual Dashboards. MaintStar recognizes the importance of Dashboards as vital part of business decision making. We elected to engineer and build our own dedicated Dashboard product which connects to all our management software products.

### MaintStar Technology

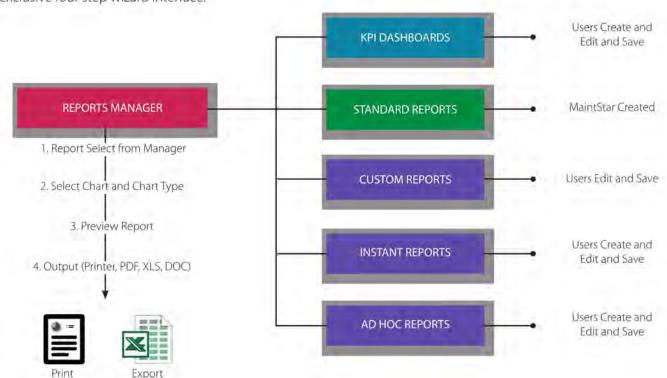
MaintStar Dashboard's are engineered and manufactured by MaintStar, not licensed from a third party. This brings many advantages to our customers:

- Reduced per seat costs
- Dashboards talk to our databases natively for faster product operation better mobile performance
- Uniform software versions and simultaneously software upgrade and features releases
- Most intimate product understanding with a faster time to resolution support

### The Comprehensive Reporting Solutions

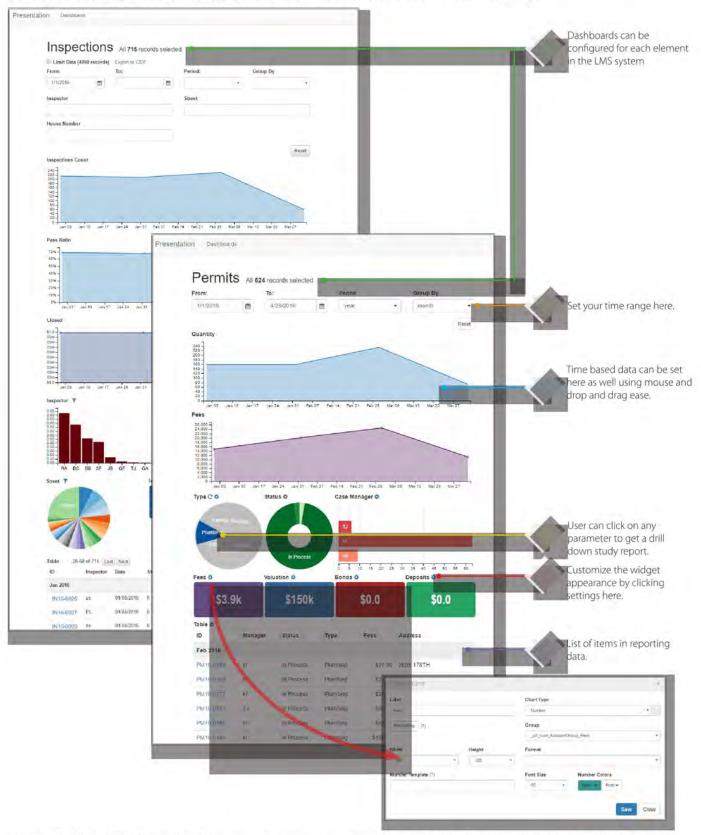
MaintStar LMS features a powerful onboard reports engine founded on the latest technology. MaintStar reporting engine is based on 2019 technology, including databases. Software libraries, and software development kits. The solution is web based, and a hosted cloud based solution, will reduce your IT resource costs.

MaintStar LMS features a powerful onboard reports engine. For realtime reporting and department observation the system offers KPI Dashboards. Users may set up and configure dashboards widgets the provide insight to Community Development activity in real time. For digital and paper reports the system has four reporting modes; (1) Standard Reports - common CD reports MaintStar loads into all systems, (2) Custom Reports - standard reports that users edit and save, (3) Instant Reports search reports created from map or list search and queries users create and save, and (4) Ad Hoc full custom reports using an exclusive four step wizard interface.



## Elegant Real Time KPI Dashboards

MaintStar has developed real-time Dashboards offering true KPI based reporting on Community Development activities. Easy to customize (see below) with fast quick response times, there is no better solution for monitoring your operations in real time. MaintStar has engineered and integrated both applications - LMS and the Dashboards. Since the same engineers developed both applications inter-system communication and operation is fast and precise.



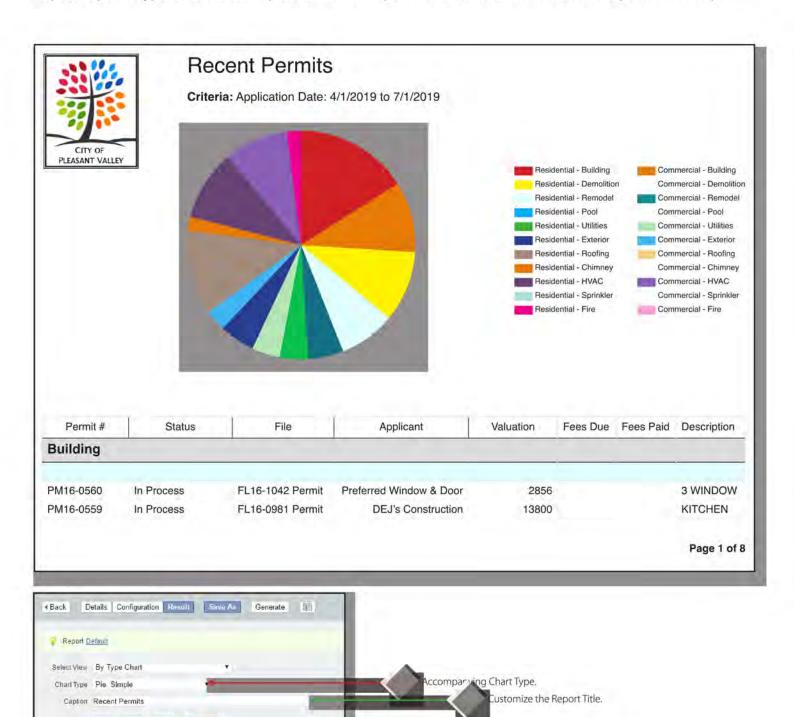
## Standard Reports - Popular Reports

MaintStar LMS has hundreds of standard reports. Below is a listing of the most popular reports. Remember, reports may be easily customized, saved with a new name and used as often as desired. Reports may be auto-distributed, by email and based on scheduled time and day of week. Scheduled reports are easily identified by clock icon next to the report. Reports are stored in categories by the report manager.

| Activity Reports      | Recent Permits                                    |  |
|-----------------------|---|--|
|                       | Recent Permit Applications by Date/Time           |  |
|                       | Recent Inspections                                |  |
|                       | Inspections by Inspector by Date/Time             |  |
|                       | Unscheduled Inspections                           |  |
|                       | Inspections by Type                               |  |
|                       | Closed Activities Report                          |  |
|                       | Activities By Type                                |  |
| Permit Detail Reports | Permit Reports By Type/Department                 |  |
|                       | Permit Approval Cycle                             |  |
| Plan Review Reports   | Application Approval Cycle                        |  |
|                       | Plan Review Reports by Status                     |  |
|                       | Applications for Plan Review                      |  |
| Code Enforcement      | Code Enforcement Reports                          |  |
|                       | Code Enforcement by Violation                     |  |
| Licensing             | Licenses by Type/Department                       |  |
|                       | Licenses Approval Cycle                           |  |
|                       | Licenses  |  |
| Parcel Reports        | Parcel Status Reports                             |  |
|                       | Parcels by Area/Location                          |  |
|                       | Parcel Report by Zone                             |  |
|                       | Parcels Report                                    |  |
| Citizen Reports       | External User by Type (Citizen versus Contractor) |  |
|                       | Citizens  |  |
|                       | Citizens by Activity                              |  |
|                       | Requests Reports                                  |  |
|                       | Request Approval Cycle                            |  |
| Case Reports          | Records or Project Reports                        |  |
|                       | Records   |  |
| Financial Reports     | Revenues by Activity                              |  |
|                       | Transactional Balances                            |  |
|                       | Fees by Type/Department                           |  |
|                       | Revenue by Payment Type                           |  |
|                       | Invoice   |  |
|                       | Lease Fees  |  |
|                       | Utility   |  |
|                       | Unbalanced Accounts                               |  |

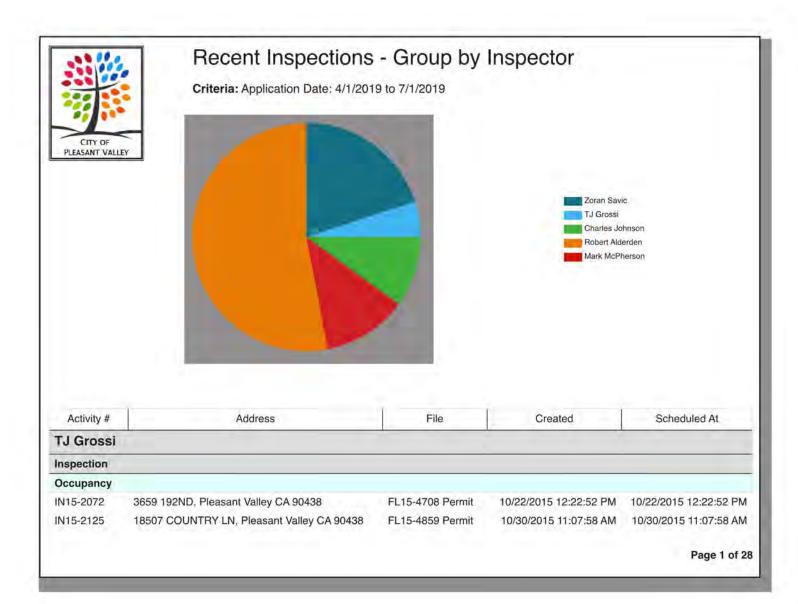
## Sample Report - Recent Permits

MaintStar LMS features many standard reports, each can be adjusted by setting criteria or filtering to meet a particular need. The standard Recent Permits report is shown below. In this example, no additional filtering has been applied and the type of chart selected is a "simple pie". Notice the agency logo is automatically placed on the report, and colors are assigned to the respective permit type. Once the user is pleased with the Report Preview; the user can select the output format and print.



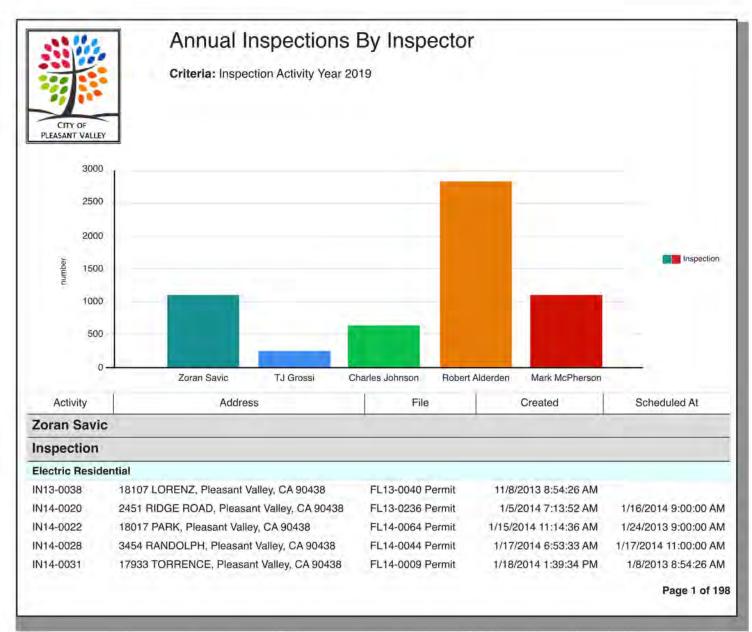
## Sample Report - Recent Inspections (Filter by Inspector)

This popular standard report is shown below with an additional filter select - "by inspector". Alternatively, this same report can be generated with a filter on - by "inspection type". In either case, the user selects an appropriate chart type (in this sample the pie chart is selected). Users can then preview, print, email, or export the report in any one of the popular formats. As a bonus all MaintStar standard reports may be scheduled for automatic generation and delivery directly to selected users.

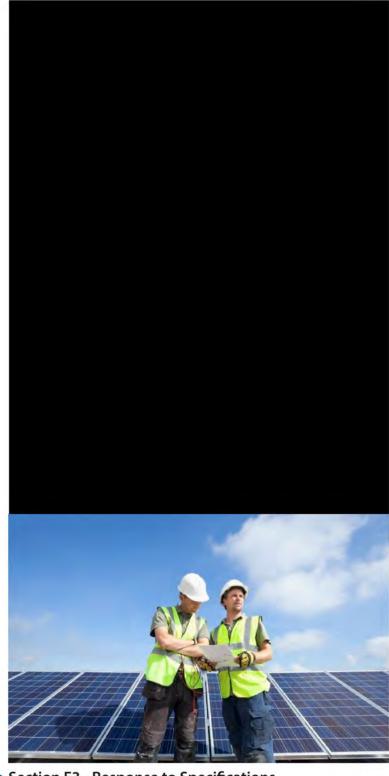


## Sample Report - Inspections by Inspector (Filter by Date/Time)

MaintStar LMS offers many standard reports, all organized neatly by category and available to authorized users. Here the Inspections by Inspector, was set for the Activity Year 2015 (Calendar Year 2015). The standard report feature a simple graphic (Simple Column) followed by an itemized list. Agency logo is automatically placed, and colors are assigned to the respective inspector.



This same standard report can be easily modified to run as Inspection Activity for the week, month or day. Additionally a filter can be applied to run it for a department or Inspection Type (i.e., Electrical Residential Inspection). Note: the complete report is 198 page long, and we represent the first page above.



► Section F3 - Response to Specifications

Village of North Palm Beach - FL RFP 2022-LR -Permitting Software

## MaintStar Point-by-Point Response to Specifications

#### Minimum Requirements

- Integrate with the Village's current financial accounting, Tyler Technologies Munis applications, including Tyler Cashiering.
  - MaintStar has previous experience integrating with Tyler Munis (see our reference and customer Plant City Florida). The price proposal herein includes the Tyler Munis integration as an option.
- Work with the Village's current credit card payment processing program, or propose a different credit card payment solution.
  - MaintStar LMS includes standard credit card processing with CardConnect (PCI-DSS certified) as no cost standard. The option to use another PCI-DSS certified payment processor is proposed as an optional costs.
- Allow citizens and/or contractors to be able to apply, check status, download permits and submit plans online for obtaining a permit.
  - MaintStar LMS includes a Public Portal which allows citizens and contractors to apply for permits, licenses and report code violations. The portal also allows applicants (1) pay application fees, (2) upload plans and files, (3) request inspections, (4) download permit forms, inspection results, receipts and other agency forms. The Portal allows the agency to post information documents and FAQs.
- Provide a Plan Review Process that will allow inspectors to sign off on submitted plans, to accept/reject/add notes to plans electronically.
  - MaintStar LMS offers full flexibility on plan review workflow configuration. This can be configured to allow inspectors to sign-off/approve submitted plans.
- Have the ability to over-lay corrected plans to compare to plans that were rejected to show corrections.
  - MaintStar is proposing either integration to BlueBeam (the village's existing plan review solution) or option to upgrade to MaintStar EPR. If the village elects to stay with BlueBeam all the existing BlueBeam features will remain. MaintStar EPR offers over-lay and side-by-side plan review comparisons. MaintStar EPR includes automated corrections reports, full version tracking, and page-by-page stamping as well.
- Send notifications to citizen or contractor that reference issues with permit request or status of the submitted permit.
  - MaintStar LMS supports email and text notifications to the applicants, additionally applicants and contractors may obtain status to the application on the Public Portal, including inspections results.
- Provide workflows for permit processing and/or plans review.
  - MaintStar LMS features an onboard workflow automation engine. The tool allows automated workflow processing with automatic notifications (text, email, task inbox), case routing, activity assignment and status changes.
- Allow citizens to see all fees paid and unpaid that are associated with their application.
  - MaintStar LMS Public Portal allows for fees payments, receipt download, check status and confirm that fees are paid. Fee processing is PCI-DSS compliant and certified as such.

Allow citizens and contractors to request and schedule inspections and track status.

MaintStar LMS Public Portal allows applicants and contractors to request and schedule inspections and well as check application status. Case managers may post messages for the applicant/contractors as well.

Retrieve and review plans in the field.

MaintStar LMS allows for plan viewing on mobile devices in the field. Some recommendation on devices resolution and size is made in the Cloud Hosting Services Section.

Access information in "real time" utilizing laptops in vehicles.

MaintStar LMS offers laptop use in the field with the identical functionality the user experiences in the office.

Inquire into all activity on a project, including inspections, in the field.

MaintStar LMS allows inspectors to "carry the office" into the field. All the functionality they experience from the office is available in the field. This included completion of inspections and ability to post or email the results at completion.

Access contractor information in the field.

MaintStar LMS allows inspectors and field personal to see contractor for a particular permit/project and they can see all the contractor details, validate licensing, full contact information and email or messaging.

Print information in the field.

MaintStar LMS mobile devices and field personnel may print in the field when connected to a supporter printer.

Provide Alerts/Reminders, tracking of red, yellow tags and stop work orders.

MaintStar LMS supports tracking of red, yellow and stop work orders accordingly (see our reference and customer Plant City - Florida). Staff will receive an alert and notification via preferred method (text, email,

Print red tags from vehicles in the field.

MaintStar LMS mobile devices and field personnel may print in the field when connected to a supporter printer. This include Red Tags.

• Retrieve all data that has been input for permits, by type; commercial or residential, job value, surcharge fees, etc., in report form/ Ad-hoc reporting.

MaintStar LMS features an onboard reporting engine and reports manager. Any data field in the system can be reported on this includes - permit type, permit commercial or residential, job value, surcharge fees, etc.

MaintStar LMS offers four reporting modes; (1) Standard Reports - common reports MaintStar loads into all systems, (2) Custom Reports - standard reports that users edit and save, (3) Instant Reports search reports created from map or list search and queries users create and save, and (4) Ad Hoc full custom reports using an exclusive four step wizard interface.

• Text or e-mail automated inspection requests that will be processed to correct inspector, 24 hours a day.

MaintStar LMS will forward automated inspection request notifications right after receipt.

Provide system sent e-mail or text alerts for expiring permits, prior to expiration date.

MaintStar LMS supports alerts and notifications to applicants and staff to notify of approaching permit expiration date. MaintStar LMS allows agency administrators to set the amount of time prior to expiration in number of days (each permit type can have a different warning notice).

Access information and all permits that have been issued to a contractor from one location.

MaintStar LMS has a Licensed Professionals (contractors) Lookup Panel, when a specific contractor is clicked on all current permits will be shown in a list in order of application date. The see all from one location user can select location column.

Show alerts and holds for: license or insurance expiration or revocation, red tags not paid, stop work orders, duplicate
permits (not closed), etc.

MaintStar LMS has an alert and hold icon the displays in the top left corner of the permit summary, users can roll their cursor over the flag to see the details of way there is an alert or a hold status.

 Report information for permitting and payment for Building Department only.....not to include all fees from all other departments.

MaintStar LMS build fees groups for fees type elements. This allows each fee element to be associated to a department. Reports can be set to read all fee elements for the Building Department and NOT the other department fees. This is the logic/reason for building fees groups from fees elements.

 Provide alerts when a commercial business that continues to operate during a remodel fails to get their final inspection.

MaintStar LMS can provide a alert if a business operates prior to final inspection. MaintStar LMS has a full establishment table, that table will have a flag that indicates non-active until the final inspection passes and the flag in the establishment table changes to active

Show flood zone mapping, integrated into the system; or availability to access while in the system serving customers.

MaintStar LMS is designed to pull meta data from the GIS system into permit records automatically. Applications that are in a flood zone, the flood zone data will populate into the permit at the time the application is made. The Public Portal has a map viewer as well - and can advise the application that they are in a flood zone at the time of application.

 Provide customers access to records to see that they have red tags, triple fee permitting because of work without permit, etc.

MaintStar LMS Public Portal includes a messages banner. This banner will alert the applicant there is an issue with one of his permits or properties. The user can click on the message banner to see if they have (1) red tags, (2) property or permit on hold, (3) penalties applied or (4) unpaid fees.

#### Code Enforcement

Code Enforcement's functional objectives for a software platform should include:

Intuitive user interface

MaintStar dedicates 20% of development and engineering resources to design ease of use and products with a fast learning (intuitive) interface. This is combined with power screen customization that allows MaintStar and Agency to build an even more intuitive interface based on the unique data and requirements of the Agency.

Efficient (fast, easy) data entry

The general design theme of MaintStar LMS is to automate data entry as much as possible. For example, once a code violation exists, the inspector can start to type the code violation and the system will read potential violations from the codes database, and the user can select the appropriate code violation easily and a lot faster.

Source information identifying how the action was initiated, i.e., Code Enforcement Officer, Citizen Complaint, etc.

MaintStar LMS features a history tab and this tracks all changes in a case in chronological order. The first item in the list will contain the action initiation - who, why and when - via user name, reported problem, date and time stamp.

 A mobile workflow to be used with mobile devices in the field (via internet or mobile app on iPad) that mirrors desktop application and its functions

MaintStar LMS offers all operations on mobile devices users have from a desktop computer in the office.

Automatic parcel information retrieval from Palm Beach County Property Appraiser

MaintStar LMS is a true land management system with full five table land management (parcel, situs address, structures, owners and establishments). This data can be updated from the Palm Beach County Property Appraiser on a regular interval (every night) - so this data can be auto-populated into and case (code, permit, license, etc.) Additionally, staff can cross-reference information - once parcel is populated, the system can pull in structure information or establishments on site.

 Inspection notification and workflows (Cases will have a specific action required. Applications should flag cases due for follow up action daily and notify the affected inspector each day.)

MaintStar LMS allows queries and search on any field, supports "wild card" and auto-complete on data entry, and allows users to save queries for use again in the future.

Automatic scheduling desired

MaintStar LMS is designed to reduce manual operation and use automated process - inspection or plan review assignment and scheduling. During the deployment planning process the Agency will advise MaintStar team on the criteria to automate assignment and scheduling and the system will be configured to accommodate.

Custom and standard reporting

MaintStar LMS offers an onboard reporting engine with (1) standard, (2) custom, (3) instant, and (4) ad hoc reporting.

Flexible report configurations

MaintStar LMS Allows users to edit reports with an easy to use 4 step wizard using any data field in the system. Reports are saved in the user's Report Manger for easy recall.

#### Code Enforcement

· Easy gueries and searches by any data field

MaintStar LMS allows queries and search on any field, supports "wild card" and auto-complete on data entry, and allows users to save queries for use again in the future.

Violations table which can be amended as new ordinances are passed, language changed

MaintStar LMS includes a full codes/ordinances database. As changes are made in code language, the records in the library can be updated. This process works by dating the language and when subsequent date is found the update is insert into the library and the old code language is identified as not current. It remains to support older code cases either active or closed in case records need to be reviewed or audited.

Multiple libraries are supported (ICC, Munis, State of Florida, etc.).

Capacity for user-modifications by trained system administrator without programming skills

MaintStar LMS is designed with administration user interface to allow local system administrators to perform user-modifications or system-modifications without reliance on MaintStar staff. Admin training is provided in a separate training course (session).

Creation and tracking of modifiable letters and forms which can include inserted attached photos

MaintStar LMS contains a "Letters Manager" where letters can be written and saved for use for specific occasions. The letters are HTML based and automatically populate address information, owner information, as well as paste photos and map images.

Multiple document attachment capability

MaintStar LMS allows multiple document attachment, and does not have a limit on the number of attachments. In the event a case needs a full case file - all correspondence, pictures and attachments can be concatenated into a 'single case file'.

Code enforcement case tracking from beginning to end including complaint log, billing and hearings

MaintStar LMS is designed to manage and track code enforcement from first report to complaint log, billing and hearings and or liens.

Image Management

MaintStar LMS maintains all images in a panel in chronological order for the case. If inspectors have location services on when the take pictures, the location of the photo can be seen on the map viewer.

File Attachment

MaintStar LMS maintains all document file attachments in a panel in chronological order for the case.

Audit Log Records

MaintStar LMS maintains a history log for all events on the case. These are maintained under the history tab in tabular format with the user name - action - date/time of the action.

#### Code Enforcement

Online citizen access

MaintStar LMS offers a Public Portal for public access to report, follow -up with status, on code enforcement. Home owners with a violation may pay penalties and report on violation corrections.

Property owner registration for vacant properties

MaintStar LMS Public Portal supports owner registration of vacant properties. This validated against owners of record, and can be cross-referenced with all land management data elements - parcels, situs addresses, structures and establishments.

International Property Maintenance Code

MaintStar LMS has a code database and the IPMC may be uploaded into the system for looked up, referenced, and copy codes into case records all on their mobile device.

Perform SQL queries on the data as needed utilizing an open database format.

MaintStar LMS allows users to create a search and query on any data in the system. The queries may be saved in the users saved searches for recall later. Users may also use a search or query to generate an "instant report". They may add a chart to the search results and print or save this as a report for future use.

It should be noted the queries directly in SQL syntax cannot be performed in the MaintStar LMS interface.

#### Code Enforcement Scope

- I. Case Management Software platform will allow code enforcement inspectors a solution to manage cases of various code enforcement processes:
  - Automatic generation of workflow based upon code enforcement process type.

MaintStar LMS features an onboard workflow automation engine. MaintStar deployment team will configure this work to meet the Agency requirements. Agency system administrator will receive training to support any future changes, or MaintStar support can update with the support agreement.

 Choice of parcel data and owner lookup through GIS integration (tax records, maps) and previous case lookup tables.

MaintStar LMS offers full bi-directional integration with GIS. Parcel and owner date can push to code cases (1) via the map, or (2) from the data base by key-in (with auto-complete),. or (3) via a existing open case record.

Capacity to edit owner information and add/list multiple owners and occupants.

MaintStar LMS fully supports editing of owner information if the user has privileges, also the owner of record data supports many to one relationships so multiple owners can be associated to a parcel/property.

Automatically add "lookup information" to case.

MaintStar LMS allows users to push lookup information into the case record. For example, MaintStar has a Contact Management System, and if a contact needs to be looked up and pushed into case this is as easy as lookup and click add to "case contacts".

Automatically assign case numbers to new cases (Not optional).

MaintStar LMS automatically adds case numbers and the format can be configured by MaintStar for the Agency at deployment.

Automatic inspection and re-inspection scheduling with reminders automatically sent.

MaintStar LMS can automate inspection scheduling and re-inspection based on the time to remedy.

Ability to create daily and weekly task lists for code enforcement activities.

MaintStar LMS features a task viewer for each viewer, along with a task inbox. Task viewer provides reminders of all tasks due and new incoming tasks are in the inbox for acknowledgment.

Provide revisable drop-down lists to assign pertinent information to cases.

MaintStar LMS offers User Defined Lists as well as Standard Comments Lists. These can be edited and updated by users with appropriate privileges. Also Standard Comments Lists can be set for manual entry as an option.

 Provide databases of inspections with spatial attribute data and other information required. Software should record X and Y information at time of creation.

MaintStar LMS tracks GIS coordinates for each case. In fact, this is the method for code cases on property that is not parceled yet or ROW permitting on unparceled land. GIS coordinates can be automatically obtained form mobile device location services.

#### Code Enforcement Scope

- II. Letter Generation and Management Software platform will provide code enforcement inspectors an automated solution to generate and manage various code enforcement letters:
  - Automatic generation of various preformatted code enforcement letters based upon case types with case content insertion including photos.

MaintStar LMS letter manager allows pre-formatted letters to be created and stored into categories or associated to case types. All letters can support data merging, image merging and hyper links to web sites.

Automatic content insertion of case information into letters.

MaintStar LMS populates the letters with data from the case file.

Letter editing capability via Microsoft Word or simple editor.

MaintStar LMS allows for editing in the letter manager. Letters can be export in Microsoft Word, Adobe PDF, or sent directly to printer. Letters are attached to the case file for a record along with date/time sent.

Ability to reprint previously sent letters and to maintain a copy for the case

MaintStar LMS attaches the letter to the case file along with the date/time sent.

 Ability to update owner and parties of interest letters and reprint letters while maintaining previous case history.

MaintStar LMS allows update to contact information in the file and can resend letters automatically with the updated information. Note, the second version of letter with time/date stamp will also be attached to the file for a permanent record.

Ability to enter certified letter information and verify that cases have been properly served.

MaintStar LMS allows letter tracking and certification number to be entered in the letter description for a permanent record.

Ability to create letter formats in pdf and other email friendly formats.

MaintStar LMS can generate letters in Microsoft Word or Adobe PDF.

Ability to store letters in print queue for batch printing jobs.

MaintStar LMS can create a batch and run letters as a batch (background task).

Letter templates easily modified and created by internal staff.

MaintStar LMS letter manager is easy to navigate and training is provided to allows Village staff to edit and create new letters easily.

Capability of electronic signatures on letters.

MaintStar LMS letter manager supports electronic signatures.

#### Parcel Data Lookup

- III. Parcel Data Lookup Software platform will allow code enforcement officers a solution to access and manage constantly changing property information:
  - Automatically look up owner information from parcel database when new case is entered into system.

MaintStar LMS offers an advanced land management database. Users can click on parcel and see cross reference of the owner of record, situs address, structures and if any establishments (licensed business are on the parcel).

Ability to edit and update parcel data then create a new data record to be stored in an update lookup table.

MaintStar LMS allows users with adequate security privilege to update parcel information. The new and original parcel information is retained. The system maintains an entire history of the parcel data through all edits.

Automatically looks up various parcel attribute data such as land use and others.

MaintStar LMS parcel table is very complete by default...

APN or PIN, Zoning, Owner Entity, Parcel Type, Status, Subdivision, Tract, Lot, Legal Description, Section, Taxpayer, Range Township, Block, Census Tract, Area, Land Value, Improved Value, Except State, Book, Page, Map.

Any additionally required fields can be added as a User Defined Field (UDF).

These are then associated to the data in the Owner of Record, Situs Address, Structures and Establishment Tables for a complete lookup capability of the property.

Automatically import additional owner information mailing information into system from text file. This
includes taxpayer, mortgage company, water billing info, etc. Demonstrate how it will link.

MaintStar LMS allows for data import from a CSV (comma separated text file). The mortgage company and water billing data fields can be added to the parcel file as UDFs during the deployment process.

#### Reporting

- III. Reporting Software platform will allow code enforcement inspectors and management team a solution to generate various code enforcement reports:
  - Ability to create listings of overdue letters and inspections.

MaintStar LMS offers standard reports for overdue inspections and may create a overdue letters report meeting the Village requirements during deployment.

Ability to create and run standard reports along with customized reports.

MaintStar LMS offers four reporting modes; (1) Standard Reports - common reports MaintStar loads into all systems, (2) Custom Reports - standard reports that users edit and save, (3) Instant Reports search reports created from map or list search and queries users create and save, and (4) Ad Hoc full custom reports using an exclusive four step wizard interface.

Ability for internal staff to write custom reports.

MaintStar LMS offers an Ad Hoc report writer in the reports engine. This allows internal staff to create their own reports using a four step wizard interface - no SQL database skills are required.

Ability to create graphical charts and graphs summarizing code

MaintStar LMS reporting engine offers charts. Users may select a chart type (pie, donut, vertical bar, horizontal bar, etc.) and use preview to see the chart wit selected prior to print and save.

Ability to export guery information to Excel.

MaintStar LMS reporting engine allows export to XLS, DOC, PDF and CSV.

Ability to email reports in PDF format.

MaintStar LMS allows manual email of reports in PDF format. The reporting engine allows users to schedule and send PDF reports automatically on a regular interval.

Map queried case information.

MaintStar LMS allows all report results may be viewed on map. Alternatively users can draw or select an area on the map as click from the dropdown (permits, code cases, inspections, etc.), and a list report will be generated.

Scheduled reports for automatic delivery via e-mail.

MaintStar LMS reporting engine allows users to schedule and send PDF reports automatically on a regular interval.

#### Photo and Document Management

- V. Photo and Document management Software platform will allow code enforcement inspectors a solution to manage photos and other documents associated with cases:
  - Ability to upload and associate videos, photos, etc with code cases and violations.

MaintStar LMS allows any type of file to be attached to code cases and violations. This includes photos, videos, documents and scanned documents.

Unlimited file size support.

MaintStar LMS can support unlimited file size. Administrators can set a size limit to avoid attachment of files that are too large, or loading files that are not actually photos.

· Unlimited number of photos per case.

MaintStar LMS has no limit on the number of photos that can be attached to a case.

Simultaneous upload of multiple photos.

MaintStar LMS allows either single or multiple files upload in a single action.

Ability to upload scanned and other documents to code cases and violations.

MaintStar LMS allows upload of scanned documents. Note, any type of file may be attached to a case.

Ability to add notes regarding imported documents.

MaintStar LMS allows uses to add notes. Notes can be internal only, or external and internal only. This indicates whether the note is visible only to internal users or available to all users.

Ability to incorporate documents into case reports and letters.

MaintStar LMS can concat (attach) documents to case reports and letters. This is common for public hearings where case managers wish to create either a complete single report of all correspondence for a file. Users select a check for each document to add to the report or letter and the selected items will be concatenated (attached).

Secure cloud storage of uploaded case documents.

MaintStar LMS offers Amazon Web Services (AWS) GovCloud. The hosting services provide 2 terabytes of storage standard. This may be expanded if need for a small fee with no impact on production or operation.

Ability to upload pictures during field use.

MaintStar LMS allows very user friendly picture or video attachment. When the inspector clicks on "Add To File", the mobile device will provide a dialog window to select from Photos, Videos or Camera.

Ability to support general documents accessible outside of a case, i.e., code book PDF, etc.

MaintStar LMS allows users to read documents outside of the case, such as the codes book. However, it contains a codes database with lookup and codes may be incorporated into the land management database. This allows code language to be automatically inserted into cases and letters if desired.

#### GIS Integration and Embedded Map

- VI. GIS Integration and Embedded map System will allow code enforcement officers a solution to incorporate and map existing GIS data. System should have a GIS Map component included in the software. System should also include the following:
  - Validation of address for new case processes.

MaintStar LMS can generate the case from the map or manual entry. Generation from the map will provide the situs address from the GIS system (or can crosswalk the GIS coordinates to the MaintStar LMS land management table and pull situs address and parcel)

Owner address lookups.

MaintStar LMS features land management lookups for parcel, situs addresses, structures, owners of records and establishments.

Query parcel information by owner name.

MaintStar LMS allows full cross reference search of owner of records and display parcel and visa versa, full search of parcel with owner of record.

 Auto-populate information into cases based upon geographical location utilizing integrated GIS layers such as code enforcement areas, flood zones, etc.

MaintStar LMS will auto -populate GIS data into the case record contained GIS. For example, starting a case based on parcel or situs address will auto populate into the record - flood zones, zoning, and city designated areas (historical, etc.) into the case.

Automatically assign cases to code enforcement officers based on geographical location.

MaintStar LMS support city areas where the system can designate a city area to be assigned to inspectors or enforcement officers.

Ability to utilize GPS on a tablet in the field to create cases from the map.

MaintStar LMS allows GIS viewer and all GIS features on their mobile device.

Ability to add notes on the map or to each parcel that is not related to a specific case.

MaintStar LMS allows users to append data to a parcel or a specific location on the map. It performs this using a dedicated MaintStar GIS layer that will have no impact to the core GIS database.

Ability to hover over GIS information and see relevant fields in popup.

MaintStar LMS GIS view allows for rollover to see GIS data headers, right click on the object will display the full GIS data available for the object.

See the GIS Foldout for Baker County FL, where right click on Parcel - a context window displays all GIS data for the parcel.

#### On-line Citizen Access

- VII. On-line Citizen Access System will allow citizens to file complaints and track status:
  - Filing complaints on-line.

MaintStar LMS supports reporting code violation issues through the Public Portal. These may be reported anonymously or with an public user account (required to get update notices via email0

Easy access for citizens to track status of complaints.

MaintStar LMS Public Portal allows anonymous users to track status via a map interface and click on the case pointer on the map. Users filing the compliant through a public user account may receive status updated via email or their portal account.

Capability for citizens to upload photos, videos, etc.

MaintStar LMS allows anonymous or registered user filing complaints may upload a photos/videos related to the case. If location services are active on the device generating the photo/video, MaintStar LMS will also provide the location of the photo/video on the map.

#### **Public Nuisance Abatement**

- VIII. Public Nuisance Abatement System will provide the code enforcement with a solution to manage enforcement and remediation of public nuisance cases:
  - Automatic scheduling of property inspections and re-inspections.

MaintStar LMS offers two methods of automated scheduling of inspections - (1) via hard configuration or through workflow engine automation. Inspections may be assigned by geo-area, availability, specialty, or a combination of these factors.

Contractor Information and costs.

MaintStar LMS has a dedicated Licensed Professionals data table for full contractor search, lookup and full contact and information retrieval. Village contracted professional costs may be kept in this data table as well.

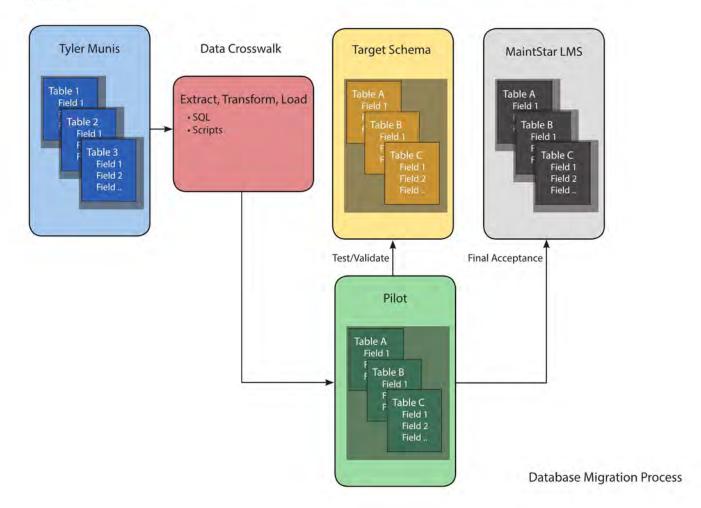
Creation of invoices and other documentation required for lien/billing process.

MaintStar LMS design offers the creation of fees and matching invoices for code and public nuisance abatement. These are conveniently visible under the Fees/Invoices tab on the case. If there are multiple invoices, they will be listed in chronological order.

#### **Data Migration**

Data Migration - Ability to migrate information from the internal database currently in use by code enforcement.

MaintStar is proposing database ETL (extract, transform, load) migration. The illustration below details the data migration process below. Please see the project time line GANTT chart on page for data migration in the project schema



#### **General Questions**

What are Minimum Bandwidth Requirements?

This varies with the user's operation. General users can operate nicely with 2-5 Mbps. Plan Review users will require more bandwidth due to extensive graphics and comparison operations - 8-15 Mbps

What are Maximum Bandwidth Requirements?

Their would be very little added benefit for general users beyond 6 Mbps, or Plan Review users beyond 15 Mbps.

 How many sites do you have for emergency backup/data recovery in case the main server goes down? Where is the backup located?

MaintStar LMS uses Amazon Web Servers EC2 S3 GovCloud. This is a geo-diverse replicated hosting service. This means data is replicated in two data centers - one in Hayward, California and one in Ashburn, Virginia - this allows for continued service in the event a disaster is experience in a large region.

How frequently do maintenance periods occur? If there is downtime, how long does the downtime last (on average?)
 At what time of the day/week does scheduled maintenance normally occur?

MaintStar LMS has very few down periods. IN the event a down period impacting service is required MaintStar will contact the customer in advance and schedule the event. These are usually performed 12 AM - 1AM on a weekend evening (local customer time).

What kind of software uptime do you guarantee?

MaintStar's SLA offers .995% up tie guarantee on the SLA. If the system does not provide this a credit will be issued against the annual hosting/support fee. Historically the AWS GovCloud has provided .999995 % up time. It has been unavailable only 17 minutes in the last 5.5 years.

• If the contract is terminated, will the Village have access to download our data for our own use? What other options does the vendor supply for the client in-order to obtain the data? (i.e., transferring data to an external hard drive and shipped to the client)

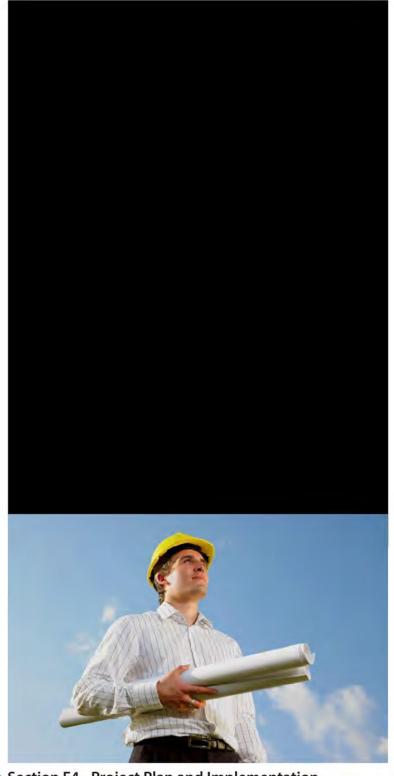
MaintStar SLA provides 30 day or less delivery to customer all data upon contract termination. Note: the SLA also provides for regular delivery (up to 6 times per year) of a database backup for customer storage and retention.

What is the timeline for implementation after receipt of order?

MaintStar is estimate 4 months.

How are software upgrades handled? Are they included in the annual maintenance agreement?

MaintStar include software upgrades as part of the single annual recurring fee.



➤ Section F4 - Project Plan and Implementation

Village of North Palm Beach - FL

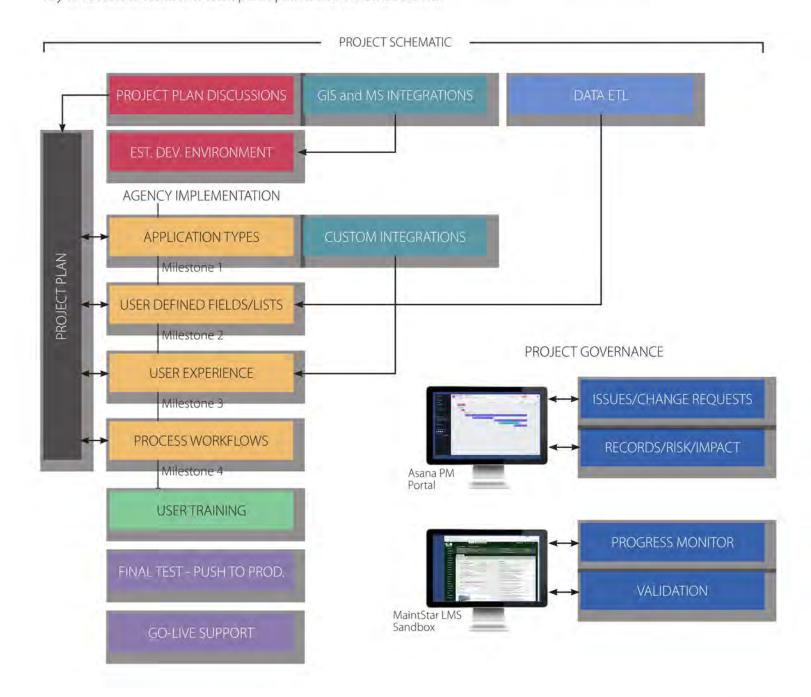
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#### Project Methodology and Plan

MaintStar LMS deployment follows a well-structured methodology. MaintStar's approach to the Land Management deployment projects follows nine (9) phases with concurrent operations for integrations (custom and default) and data ETL. The Project Schematic below illustrates the project from a high-level - including all components. MaintStar project management includes true project governance (schedule, function, and quality responsibility). This schematic color scheme matches the GANTT TimeLine and Project Organization charts in this section.

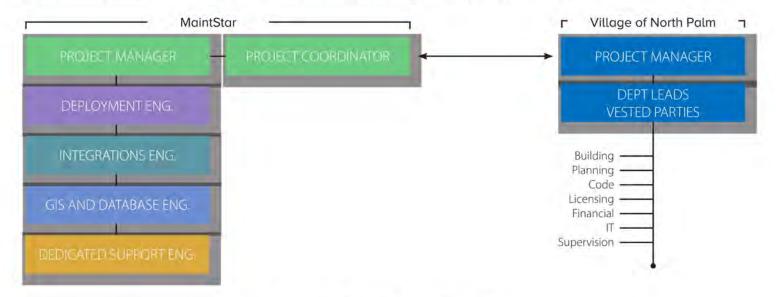
#### Management Commitment and Time and Resource Allocations

It is important that proper expectations are set from the beginning. Both teams have definitive time (response burden) and management responsibilities during the project implementation, training, and testing. MaintStar works closely with the customer team members during the entire process. Managing projects for over thirty years we discover the most important key to success is consistent team participation and communications.



#### **Project Management**

The illustration below shows the project team organization. The Project Manager and Coordinator at MaintStar and the Project Manager for the Village of North Palm communicate to establish schedules and agendas for the weekly conferences. The primary mission of the MaintStar Project Coordinator is to organize meetings with the Village of North Palm Project Manager to bring Department Leads or Vested Parties as their participation is required.



#### MaintStar Team Responsibilities

| Task  | Team Member   |
|---|---|
| Project Kick-Off - Coordinate Conferences                         | Olga Aznabakiyeva, Project Coordinator                      |
| Project Plan  | Tony Sheppard, Project Manager                              |
| Standard Integrations - GIS Integration - MS Exchange Integration | Victor Reinhart, GIS and Database Engineering               |
| Deployment  | Vladimir Buskin, Deployment Engineer                        |
| - Milestone 1 - Records/Cases                                     | Olga Aznabakiyeva, Project Coordinator                      |
| - Mllestone 2 - User Defined Fields and Lists                     |   |
| - Milestone 3 - User Interface Customization                      |   |
| - MIlestone 4 - Workflow Process                                  |   |
| Database ETL  | Victor Reinhart, GIS and Database Engineering               |
| Custom Integrations   | Kadrick Everson, Integration Engineering                    |
| - Workday/VUEWorks/Neighborly                                     | Maria Dolgareva, Integration Engineering Development Module |
| - MicroSoft BI/Selectron IVR                                      |   |
| Utility Billing   |   |
| Training and Go-Live Planning                                     | David McElroy, Director of Training                         |
| Go-Live and Ongoing Support                                       | Long Nguyen, Senior Technical Support and DSE               |

#### **Customer Responsibilities**

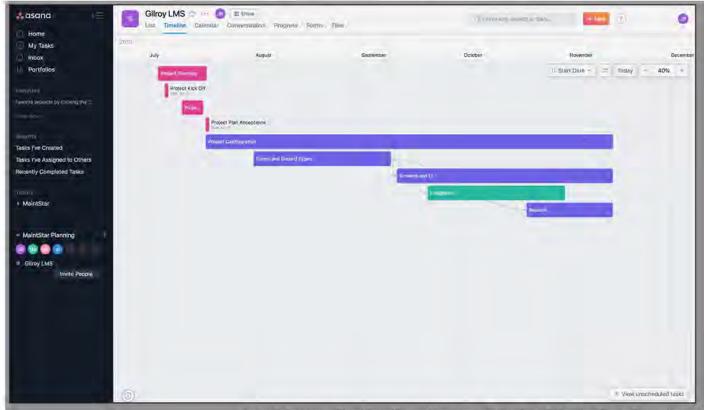
Specific responsibility of the customer related to the implementation and data ETL efforts include the following:

- Provide a consistent Project Manager for the duration of the project.
- Researching and compiling electronic data from your existing sources.
- Providing this data in electronic to MaintStar Project team or post on Asana PM Tool.
- Scheduling staff time for review of transformed data.
- Be available for telephonic or text support for MaintStar regarding data transformation via Asana, email or telephone.

With this understanding in place we will conduct a detailed review of the setup configuration for the Village for the day-to-day ease of configuration input as well as generating daily, monthly, quarterly reports. Beyond these reports we have a collaborative Project Management Tool, Asana PM which allows for Village visibility into project and team member progress at any given time of day.

#### Project Management Tool

MaintStar uses a collaborative Project Management Tool to enhance communications, deliverables, and the productivity of the weekly conference calls. The Asana Project Management system is a web-based collaborative Project Management System. Both teams will have access to the project folders, contribute comments, upload deliverables, and visibility into the project at any time of the day. Asana is a crucial part of project governance as the project system of record, with 7 x 24 available team members can communicate through Asana and web conferences are far more productive.



Asana Collaborative Cloud-based Project Management - Real Time GANTT and Project Dependencies

#### Village of North Palm - Project Estimates

Project Management team at MaintStar has initially analyzed the Village of North Palm project and developed the following estimation of man-hours for each party. In this manner, each participant has a understanding of the project scope.

| Item                        | Village - Hours  | MaintStar - Hours |
|-----------------------------|------------------|-------------------|
| Project Management          | 80               | 135               |
| Configuration/Customization | 110              | 200               |
| General Implementation      | 140              | 340               |
| Historical Data Conversion  | 30               | 80                |
| Training/Administration     | 60               | 80                |
| Go Live Support/Testing     | 20               | 40                |
| Total Estimated             | 440 person/hours | 875 person/hours  |

#### **Project Tasks and Responsibilities**

| Task   | Team Member                                   |
|--|---|
| Project Kick-Off - Coordinate Conferences  | Olga Aznabakiyeva, Project Coordinator        |
| Project Plan   | Tony Sheppard, Project Manager                |
| Standard Integrations - GIS Integration - MS Exchange Integration  | Victor Reinhart, GIS Development              |
| Deployment   | Vladimir Buskin, Deployment Engineer          |
| <ul> <li>Milestone 1 - Records/Cases</li> <li>Milestone 2 - User Defined Fields and Lists</li> <li>Milestone 3 - User Interface Customization</li> <li>Milestone 4 - Workflow Process</li> </ul> | Olga Aznabakiyeva, Project Coordinator        |
| Database ETL   | Victor Reinhart, GIS Development              |
| Custom Integrations - Tyler Munis Financials and Payment Process - BlueBeam Electronic Plan Review   | Kadrick Everson, Integration Engineering      |
| Training and Go-Live Planning  | David McElroy, Director of Training           |
| Go-Live and Ongoing Support  | Long Nguyen, Senior Technical Support and DSE |

#### Village of North Palm - Project Estimates

Project Management team at MaintStar has initially analyzed the Village of North Palm project and developed the following estimation of man-hours for each party. In this manner, each participant has a understanding of the project scope.

| Total Estimated             | 520 person/hours | 940 person/hours  |
|-----------------------------|------------------|-------------------|
| Go Live Support/Testing     | 20               | 40                |
| Training/Administration     | 80               | 100               |
| Historical Data Conversion  | 60               | 100               |
| General Implementation      | 160              | 320               |
| Configuration/Customization | 120              | 240               |
| Project Management          | 80               | 140               |
| Item                        | Village - Hours  | MaintStar - Hours |

#### Village of North Palm - Project Plan Outline

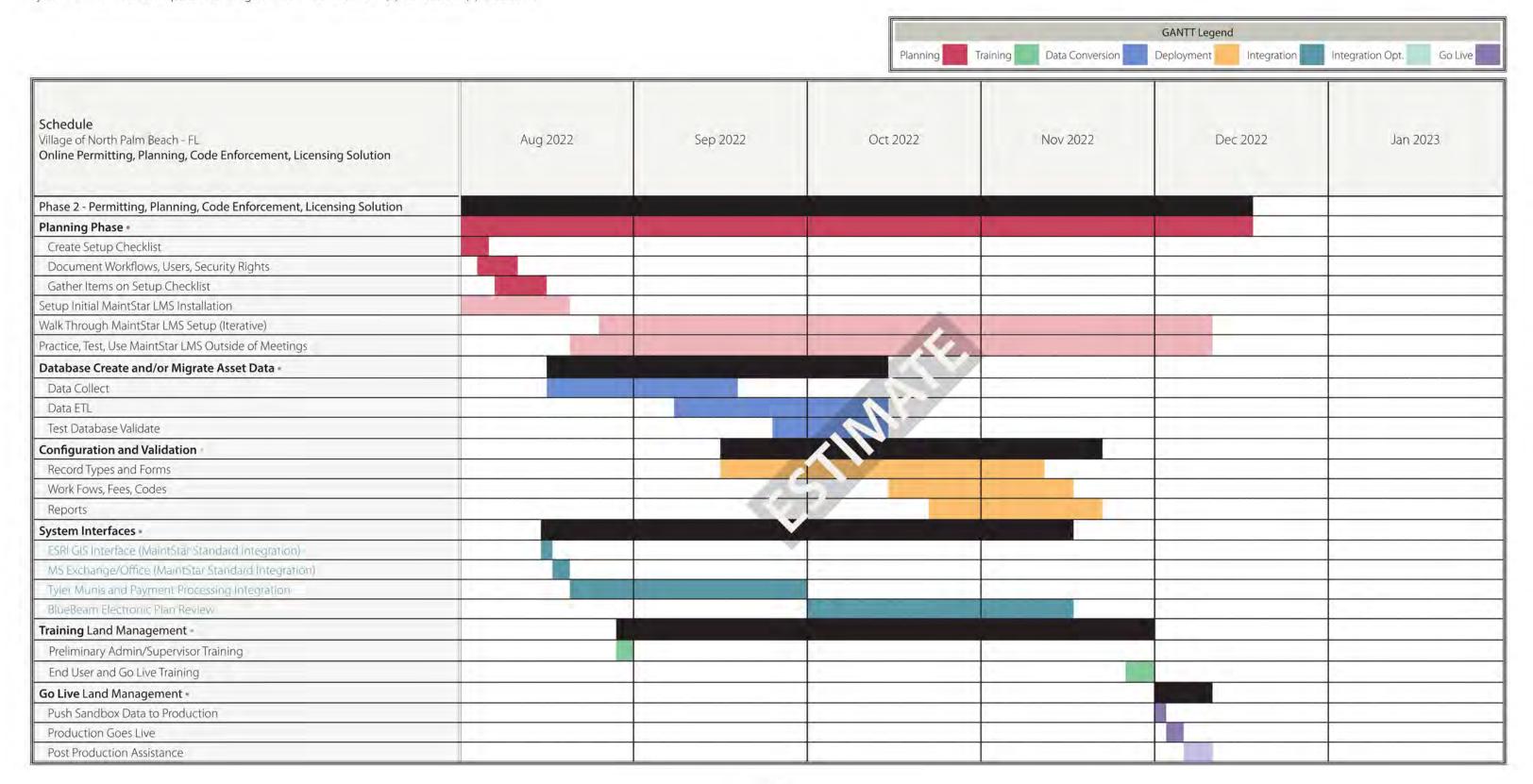
| Pre-Project Planning       | Initial Task Plan  |
|----------------------------|--|
|                            | Regular Calls with Village PM and Village Community Development Team Members |
|                            | Delivery of Documentation and Test/Quality Plan - Village Workflow Forms     |
|                            | Review Goals and Objectives of Project                                       |
| Project Kick-Off           | High Level Project Overview  |
|                            | Finalize and Document Task Group and Task Objectives                         |
|                            | Release Plans and Schedules - Finalize Workflow Automation                   |
|                            | Resource Commitment Requirements   |
| Training Sessions          | Admin Training   |
| (see Training Section)     | Supervisor Training  |
|                            | Post Training Feedback   |
| Configuration and Support  | Configuration Planning Document (Mllestone 1)                                |
|                            | Implement System Configuration   |
|                            | Iterative Review of Configuration and Progress                               |
| Data ETL                   | Initial Data Conversion Planning Meeting                                     |
|                            | Delivery of Initial Design Screen Customization                              |
|                            | Mapping existing fields to application fields                                |
|                            | Develop Data Conversion Plan - Include Roles Responsibilities                |
|                            | Conversion Plan Implementation   |
|                            | Perform Testing of Data Conversion   |
|                            | Go / No Go Live Decision (Milestone 2)                                       |
| End User Training Sessions | Customize End User Training Program  |
| Go-Live Planning           | Schedule Go Live   |
| Final Data Conversion      | Final Data Conversion Test and Evaluation                                    |
|                            | Go / No Go Live Decision (Milestone 3)                                       |
| Post Go-Live Support       | Review and Hand-Off Session  |

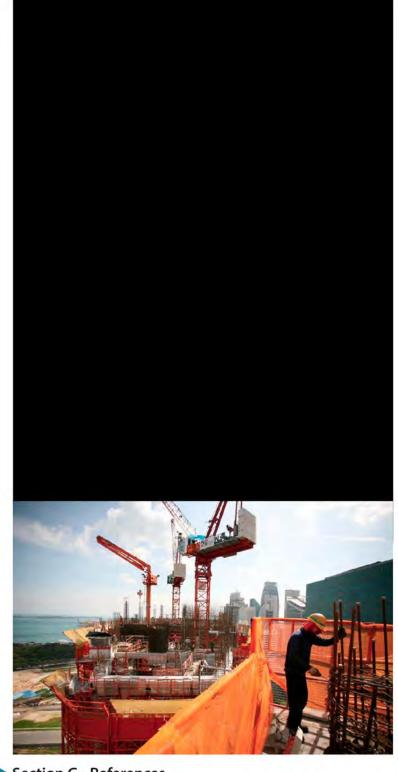
#### Project Schedule - GANTT Chart - Implementation and Deployment Plan

This schedule and chart is an estimate based on a Project Start of Aug 2022. The estimated completion with Training and Go Live starting in December 2022. MaintStar is basing these time lines on the requirements, scope of work contained and over 30 years of similar project experience. These may change with scope of work changes, final project plan definitions, and prompt receipt of deliverables and direction from Village of North Palm Beach.

This scope includes two data validation intervals (for accuracy and high validation), along with requested system Integrations. MaintStar will assign a six person deployment team, this allows for parallel work operations (database population, system configuration, and integration overlap).

System Environments Proposed to Village of North Palm Beach - (1) Sandbox + (1) Production.





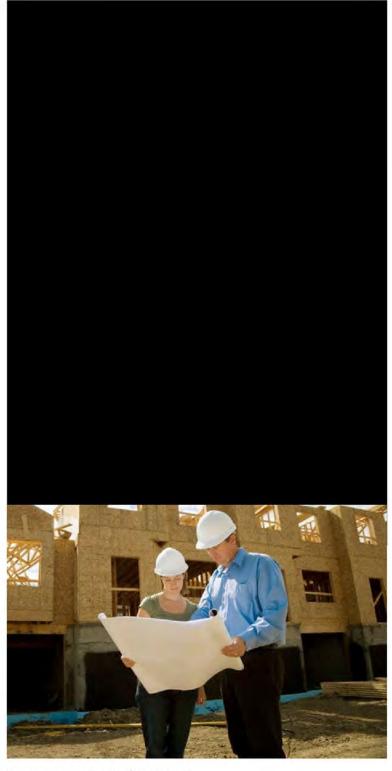
➤ Section G - References

Village of North Palm Beach - FL

RFP 2022-LR -Permitting Software

#### References - Comparable Projects

|  | City of Plant City - FL (population 38,000)   |  |
|--|---|--|
| Ken Andrel - IT Manager  |   |  |
| 302 W Reynolds Street  |   |  |
| Plant City • FL • 33563  |   |  |
| 813 • 659 • 4200 x4288 phone   |   |  |
| kandrel@plantcitygov.com   |   |  |
| 2019 - 6 months  |   |  |
| Permits  | Code Enforcement  |  |
| Licenses   | Contractor Registrations  |  |
| Inspections  | Public Facing Portal  |  |
|  | SaaS Cloud Provided Solution + Five years suppor  |  |
| GIS/ESRI Integration   |   |  |
| City of Rio Vista - CA (population 9,000)  |   |  |
| Judi Craner, Permitting Supervisor   |   |  |
| One Main Street  |   |  |
| Rio Vista • CA • 94571   |   |  |
| 707 • 374 • 6447   |   |  |
| jcraner@ci.rio-vista.ca.us   |   |  |
| 2018 - 6 months  |   |  |
| Permits  | Contractor Registrations  |  |
| Licenses   | Public Facing Portal  |  |
| Inspections  | SaaS Cloud Provided Solution + Five years suppor  |  |
| Code Enforcement   |   |  |
| City of La Mesa - CA (population 58,000)   |   |  |
| Christopher Gonzales - LMS Pro   | ogram Manager   |  |
| 8130 Allison Avenue  |   |  |
| La Mesa • CA • 91942   |   |  |
| 619 · 667 · 1192 phone   |   |  |
| cgonzales@cityoflamesa.org   |   |  |
| 2019 - 6 months  |   |  |
| Permits  | Electronic Plan Review  |  |
| Inspections  | Microsoft Office Integration  |  |
| La Carte de la Car | GIS/ESRI Integration  |  |
|  | SaaS Cloud Provided Solution + Five years support   |  |
|  |   |  |
|  | Plant City • FL • 33563  813 • 659 • 4200 x4288 phone kandrel@plantcitygov.com  2019 - 6 months  Permits  Licenses Inspections Electronic Plan Review GIS/ESRI Integration  City of Rio Vista - CA (populat Judi Craner, Permitting Superv One Main Street Rio Vista • CA • 94571  707 • 374 • 6447 jcraner@ci.rio-vista.ca.us  2018 - 6 months  Permits  Licenses Inspections Code Enforcement  City of La Mesa - CA (populati Christopher Gonzales - LMS Pro 8130 Allison Avenue La Mesa • CA • 91942  619 • 667 • 1192 phone cgonzales@cityoflamesa.org 2019 - 6 months  Permits |  |



➤ Section H - Cost of Services

Village of North Palm Beach - FL

RFP 2022-LR -Permitting Software

#### MaintStar First Year Investment

| Village of North Palm FL - Software License   |   |
|---|---|
| Software Licensing  | MaintStar LMS - Vendor Hosted Land Management |
| Enterprise Site Software License Fee Unlimited Admin, Supervisor and User Count • Permitting • Planning & Zoning • Code Enforcement • Public Web Portal - Citizen Request | \$ 45,000.00                                  |
| Total Software Licensing Costs  | \$ 45,000.00                                  |

| Village of North Palm FL - Implementation*   |   |
|--|---|
| Professional Services  | MaintStar LMS - Vendor Hosted Land Management |
| Project Management   | \$ 15,000.00                                  |
| Configuration and Implementation System Setup/Config, Data Input, Forms, Notifications | \$ 0.00                                       |
| Data ETL Database Extract, Transform, and Load   | \$ 20,000.00                                  |
| On Site Training/Go Live Assistance 5 Days - Training and Implementation Support       | \$ 14,500.00                                  |
| Total Professional Services Costs  | \$ 49,500.00                                  |

<sup>\*</sup> Portal Implementation is 100 Man/Hours, additional hours may be purchased separately.

<sup>\*\*</sup> Historical Data Cleanup if requested by the city will be charged and invoiced at \$ 155.00 per hour.

| Village of North Palm FL - Agency Integration*                 |   |
|--|---|
| Interface Development Services                                 | MaintStar LMS - Vendor Hosted Land Management |
| ESRI ARCGIS<br>Multiple layer, GIS Service - Bi-Direction      | Standard Interface                            |
| Microsoft Exchange/Office 365 Business Software Integration    | Standard Interface                            |
| Tyler Munis Financial System Financial System Integration      | \$ 15,000.00                                  |
| Card Payment Processor PCI-DSS Complinat Processor Integration | \$ 4,500.00                                   |
| BlueBeam Studio or Revu<br>Electronic Plan Review              | \$ 15,000.00                                  |
| Total Agency Interface Costs                                   | \$ 34,500.00                                  |

<sup>\*</sup> Any fees from Third Parties for professional services are <u>not included</u>, and are negotiated and paid by the agency.

| Village of North Palm FL - Total First Year Pricing |   |  |
|---|---|--|
| Total First Year Outlay                             | MaintStar LMS - Vendor Hosted Land Management |  |
| MaintStar LMS Total First Year Costs                | \$ 129,000.00                                 |  |

<sup>\*</sup> Report Development is 30 Man/Hours, additional hours may be purchased separately.

<sup>\*</sup> Licensed Agency Codes data presented in CSV format. System Forms presented in WORD or PDF formats only.

<sup>\*\*</sup> Two Rounds of Data Conversion provided (Legacy Community Development, Fees and Formulas, Land Data, etc.).

#### All Inclusive Single Annual Recurring Fee

| Total First Year Outlay                 | MaintStar LMS - Vendor Hosted Land Management |
|---|---|
| Year 1 Annual Recurring                 | Included                                      |
| Year 2 Annual Recurring                 | \$ 26,500.00                                  |
| Year 3 Annual Recurring                 | \$ 28,250.00                                  |
| Year 4 Annual Recurring                 | \$ 30,050.00                                  |
| Year 5 Annual Recurring                 | \$ 32,000.00                                  |
| Year 6 Annual Recurring                 | \$ 34,000.00                                  |
| Year 7 Annual Recurring                 | \$ 36,250.00                                  |
| Year 8 Annual Recurring                 | \$ 38,750.00                                  |
| Year 9 Annual Recurring                 | \$ 41,000.00                                  |
| Year 10 Annual Recurring                | \$ 44,000.00                                  |
| 10 Year Annual Recurring Total          | \$ 310,800.00                                 |
| First Year System Cost (previous page)  | \$ 129,000.00                                 |
| Total Ten Year System and Support Costs | \$ 439,800.00                                 |

<sup>\*</sup> Includes two environments - test and production. CPI calculated at  $\sim$  6.5% per annum.

#### **Payment Milestones**

| Village of North Palm FL - Payment Milestones   |   |  |
|---|---|--|
| Milestone   | MaintStar LMS - Vendor Hosted Land Management |  |
| Project Commencement<br>License Fees  | \$ 45,000.00                                  |  |
| Sandbox Signoff - Push to Production Professional Services, Integration, and Training | \$ 84,000.00                                  |  |
| Recurring Annual Fee Due on Anniversary   | See Above                                     |  |

#### **Optional Integrations**

| Village of North Palm FL - Integration Option |              |  |
|---|--------------|--|
| Integration Services                          | Integrations |  |
| Laserfiche                                    | \$ 15,000.00 |  |
| Document Management System                    |              |  |
| Total Optional Integration Costs              | \$ 15,000.00 |  |

Includes all hosting, support and licensing and ongoing training for new staff on two environments. CPI calculated approximately 6.5 % per annum.

#### MaintStar Support Hourly Rates Schedule - For Reference Only

| MaintStar Professional Services Hour Rates           |                                   |
|--|-----------------------------------|
| Project Management                                   | \$ 250,00 hour                    |
| Project Planning/Requirements                        | \$ 150.00 hour                    |
| Interface Design                                     | \$ 150.00 hour                    |
| Data Migration and Conversion                        | \$ 150.00 hour                    |
| Testing and Acceptance                               | \$ 130.00 hour                    |
| Post-Production Support                              | \$ 130.00 hour                    |
| Travel and Expenses                                  | N.S.P.                            |
| On Site Implementation Assistance (40 Hours Minimum) | \$ 250.00 hour/\$ 2000.00 Per Day |
| On Site Go-Live Assistance (40 Hours Minimum)        | \$ 250.00 hour/\$ 2000.00 Per Day |
| Software Development Services (Per Man Hour)         | \$ 200.00 hour                    |

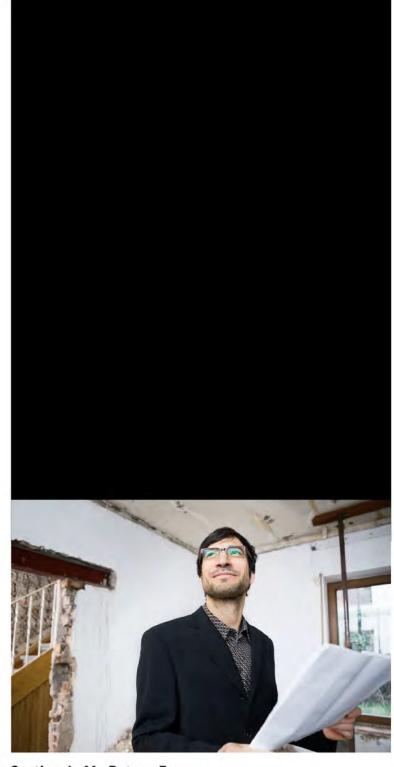
#### Notes:

These services are generally priced hourly. Hours are proposed for each project.

Travel is Not Specifically Priced (NSP) and are quoted in accordance to costs and expenses:

Training classes are complete with training guides and student documentation.

Electronic copies of all documentation is included for city distribution



➤ Section J - M - Return Forms

Village of North Palm Beach - FL

RFP 2022-LR -Permitting Software

#### RFP EXHIBIT "B" PROPOSER'S CERTIFICATION

### SUBMIT ONE ORIGINAL, FOUR (4) COPIES AND ONE ELECTRONIC COPY OF YOUR PROPOSAL TO:

Village of North Palm Beach Village Clerk's Office 501 U.S. Highway One, North Palm Beach, FL 33408

Secretary

| RFP TITLE: Online Permitting, Planning, C Solution   | ode Enforcement and Licensing Software  |
|--|---|
| Proposal must be received PRIOR TO 2:15 P. Proposals will be opened.   | M. on June 6, 2022, at which time   |
| Proposer's Name: MaintStar, Inc.   |   |
| (Please specify if a corporation, partnership, oth   | er entity or individual)  |
| Fed. ID# or SSN:_33-0151817  |   |
| Address: 28 Hammond, Unit D . Irvine, CA   | 92618   |
| Telephone No.: 714-883-8851 Fax  | Number: 949-458-7560  |
| E-mail Address: eric@maintstar.com   |   |
| Contact representative: Eric Sabato  |   |
| in the RFP, and proposes and agrees that if this will enter a contract with the Village incorpora provide the services as stated in this proposal a this RFP. No proposal may be withdrawn for following the opening of the proposals. The certifications set forth in Section 7 of the RFP. | e Proposer agrees to all terms and conditions stated<br>is proposal is accepted by the Village, the Proposer<br>ating the terms of the standard Village contract to<br>and in accordance with the terms and conditions of<br>a period of one hundred and twenty (120) days<br>Proposer further acknowledges and affirms the |
| PROPOSER REPRESENTATIVE WITH AUTHORI   | TY TO BIND CONTRACT   |
| 6 BU CON VO  | 6/1/2022  |
| Authorized Representative's Signature  | Date  |
| Eric Sabato  | Vice President of Sales   |
| Name   | Position  |
| ttest By:  |   |
| -11/1/1/1  | [Corporate Seal]  |

#### RFP EXHIBIT "C"

PUBLIC ENTITY CRIMES
STATEMENT UNDER § 287.133,
FLORIDA STATUTES

| 1. This sworn statement is submitted to the Village of North Palm Beach, Florida                               |   |
|--|---|
| by Eric Sabato (print individual's name and title)   |   |
| for MaintStar, Inc.  | _ |
| (print name of entity submitting)  |   |
| whose business address is 28 Hammond, Unit D • Irvine, CA 92618  |   |
| and (if applicable) its Federal Employer Identification Number (FEIN) is: 33-015181                            | 7 |
| (If the entity has no FEIN, include the Social Security Number of the Individual signing this sworn statement: |   |

- 2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision or any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
- 3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), **Florida Statutes**, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
- 4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
  - A predecessor or successor of a person convicted of a public entity crime; or
  - b. An entity under the control any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
- 5. I understand that a "person" as defined in Paragraph 287.133(1)(e), **Florida Statutes**, means any natural person or entity organized under the laws of any state or of the United States with the legal power

to enter into binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

| Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (indicate which statement applies.)  Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.  The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.  The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.  The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (attach a copy of the final order)  I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PRO | a same a second |
|--|---|
| partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.  The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.  The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (attach a copy of the final order)  I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT HIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINEDIN THIS FORM.  (Signature)  The foregoing document was sworn and subscribed before me this  |   |
| partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.   | partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to  |
| partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (attach a copy of the final order)  I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT HIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINEDIN THIS FORM.  (Signature)  The foregoing document was sworn and subscribed before me this day of, who is personally known to me or produced, the produced, who is personally known to me or produced, the produced, who is personally known to me or produced, the produced  | partners, shareholders, employees, members, or agents who are active in the management of the entity, or<br>an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July  |
| OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT HIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINEDIN THIS FORM.  (Signature)  The foregoing document was sworn and subscribed before me thisday of, 20 by, who is personally known to me or produced   | partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the  |
| The foregoing document was sworn and subscribed before me thisday of, 20 by, who is personally known to me or produced   | OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT HIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION  |
| , 20 by, who is personally known to me or produced   | (Signature)   |
|  | The foregoing document was sworn and subscribed before me thisday of  |
| as identification.   | , 20 by, who is personally known to me or produced  |
|  | as identification.  |
|  |   |

Notary Public My Commission Expires:

## RFP EXHIBIT "D" CONFIRMATION OF DRUG-FREE WORKPLACE

In accordance with Section 287.087, Florida Statutes, whenever two or more Proposals are equal with respect to price, quality, and service which are received by any political subdivision for the procurement of commodities or contractual services, a proposal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug-free workplace program, a business shall:

- (1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violation of such prohibition.
- (2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- (3) Give each employee engaged in providing the commodities or contractual services that are under proposal a copy of the statement specified in subsection (1).
- (4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than 5 days after such conviction.
- (5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by, any employee who is so convicted.
- (6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

| As the person authorized to sign this state I certify that MaintStar, Inc. | ment on behalf of MaintStar, Inccomplies fully with the above requirements. |
|--|---|
|  | 6/1/2022  |
| Authorized Representative's Signature                                      | Date  |
| Eric Sabato  | Vice President of Sales   |
| Name   | Position  |

As the person authorized to sign on behalf of the above-named entity, I hereby certify that the statements set forth above are true and that pursuant to Section 287.135, Florida Statutes, the submission of a false certification may subject the company to civil penalties, attorney's fees and/or costs. I further understand that any contract with the Village for goods or services may be terminated at the option of the Village if the company has been found to have submitted a false certification.

|         | (Signature)                 |   |
|---------|-----------------------------|---|
| , 20 by |                             | and subscribed before me this day, who is personally known to me or produce |
|         | Notary Public<br>My Commiss |   |

# RFP EXHIBIT "E" SCRUTINIZED VENDOR CERTIFICATION PURSUANT TO SECTION 287.135, FLORIDA STATUTES

This sworn statement is submitted to the Village of North Palm Beach, Florida

| by E | ric Sab   | ato Vice President of Sales  |
|------|-----------|--|
|      |           | ndividual's name and title)  |
|      | MaintSt   |  |
|      | (print n  | ame of entity submitting sworn statement)  |
| who  | se busir  | ness address is 26 Hammond Unit D • Irvine, CA 92618   |
| and  | (if appli | icable) its Federal Employer Identification Number (FEIN) is: 33-0151817                                   |
| 2.0  |           | has no FEIN, include the Social Security Number of the Individual sworn statement:)                        |
| 1. 1 | I hereby  | certify that the above-named entity:   |
|      | A.        | Does not participate in the boycott of Israel; and   |
|      | B.        | Is not on the Scrutinized Companies that Boycott Israel List.  |
| 2.   |           | e Contract for goods and services is for more than \$1,000,000, I hereby certify that the re-named entity: |
|      | A.        | Is not on the Scrutinized Companies with Activities in Sudan List; and                                     |
|      | B.        | Is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy<br>Sector List; and       |
|      | C.        | Has not engaged in business operations in Cuba or Syria.   |

Section 287.135, Florida Statutes, prohibits the Village from: (1) contracting with companies for goods or services in any amount if at the time of bidding on, submitting a proposal for, or entering into or renewing a contract if the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel; and (2) contracting with companies, for goods or services over \$1,000,000 that are on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List created pursuant to Section 215.473, Florida Statutes or is engaged in business operations in Cuba or Syria.

#### Statement of No Conflict of Interest

MaintStar attests by submission of this proposal and by signature below, any individual who will perform work on behalf of MaintStar on this project is <u>not employed</u> by the Village of North Palm Beach or is <u>engaged in any business relationship</u> with the Village of North Palm Beach.

Sabato, Vice President of Sales and Authorized Corporate Officer

SMEDEIROS



#### CERTIFICATE OF LIABILITY INSURANCE

7/21/2021

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).

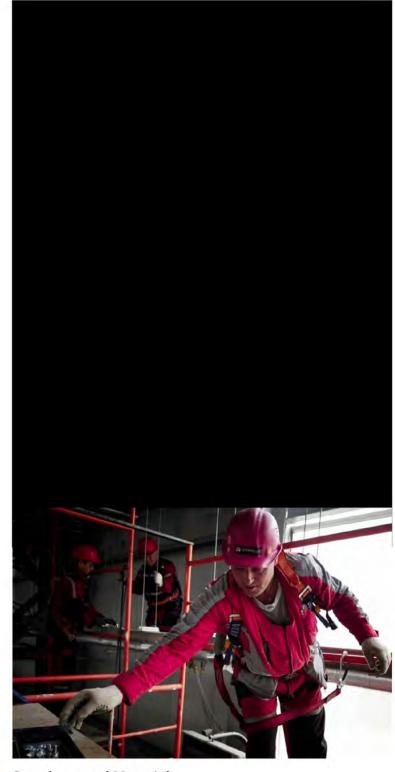
| PRODUCER License # 0757776                                     | CONTACT Karen Dempsey                   |                                  |
|--|---|----------------------------------|
| HUB International Insurance Services Inc. 6 Centerpointe Drive | PHONE<br>(A/C, No, Ext): (562) 674-2527 | FAX<br>(A/C, No): (951) 231-2572 |
| Suite 350  | E-MAIL CALL CPU@hubinternational.       | com                              |
| La Palma, CA 90623   | INSURER(S) AFFORDING COV                | /ERAGE NAIC #                    |
|  | INSURER A : Federal Insurance Compa     | any 20281                        |
| INSURED  | INSURER B : Beazley Insurance Compa     | any 37540                        |
| Maintstar, Inc.  | INSURER C :                             |                                  |
| 28 Hammond Unit D  | INSURER D :                             |                                  |
| Irvine, CA 92618   | INSURER E :                             |                                  |
|  | INSURER F :                             |                                  |
| COVERAGES CERTIFICATE NUMBE                                    | REVISIO                                 | ON NUMBER:                       |

|      | liville, CA 92010  |           | 0   | NSURER E :             |  |  |       |            |
|------|--|-----------|---|------------------------|--|--|-------|------------|
|      |  |           |   | NSURER F               |  |  |       |            |
| CO   | OVERAGES CERT  | TIFICATE  | NUMBER:   |                        |  | REVISION NUMBER:                                 |       |            |
| In C | HIS IS TO CERTIFY THAT THE POLICIE NDICATED. NOTWITHSTANDING ANY RE CERTIFICATE MAY BE ISSUED OR MAY EXCLUSIONS AND CONDITIONS OF SUCH F | PERTAIN.  | ENT, TERM OR CONDITION<br>THE INSURANCE AFFORDE | OF ANY CONTRA          | CT OR OTHER                            | R DOCUMENT WITH RESPE<br>BED HEREIN IS SUBJECT T | CT TO | WHICH THIS |
| INSR | TYPE OF INSURANCE  | ADDL SUBR | POLICY NUMBER                                   | POLICY EFF             | POLICY EXP<br>(MM/DD/YYYY)             | LIMIT  | s     |            |
| A    | X COMMERCIAL GENERAL LIABILITY   | INSU TIVE |   | (MIM/DD/11(1)          | (MINIOD) TTTT                          | EACH OCCURRENCE                                  | S     | 2,000,000  |
| m    | CLAIMS-MADE X OCCUR  |           | 35790788WCE                                     | 8/15/2021              | 8/15/2022                              | DAMAGE TO RENTED<br>PREMISES (Ea occurrence)     | s     | 2,000,000  |
|      |  |           | ***************************************         | 3,10,242               | 311305355                              | MED EXP (Any one person)                         | 5     | 10,000     |
|      |  |           |   | 100                    |  | PERSONAL & ADV INJURY                            | 5     | 1,000,000  |
|      | GEN'L AGGREGATE LIMIT APPLIES PER:   |           |   |                        |  | GENERAL AGGREGATE                                | s     | 2,000,000  |
|      | X POLICY PRO LOG   |           |   |                        |  |  | 5     | 2,000,000  |
|      |  |           |   |                        |  | PRODUCTS - COMP/OP AGG                           |       | 2.65       |
| Α    | AUTOMOBILE LIABILITY   |           |   |                        |  | COMBINED SINGLE LIMIT<br>(Ea accident)           | S     | 1,000,000  |
| -    | ANY AUTO   |           | 73517904  | 8/15/2021              | 8/15/2022                              | BODILY INJURY (Per person)                       | S     |            |
|      | OWNED SCHEDULED AUTOS ONLY AUTOS   |           |   | 4 1 1 200              |  | BODILY INJURY (Per accident)                     | s     |            |
| 1    | X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY  |           |   |                        |  | PROPERTY DAMAGE<br>(Per accident)                | \$    |            |
|      | 32.32.30   |           |   |                        |  |  | \$    |            |
|      | UMBRELLA LIAB OCCUR  | 11111     |   |                        |  | EACH OCCURRENCE                                  | 5     |            |
|      | EXCESS LIAB CLAIMS-MADE  |           |   |                        |  | AGGREGATE  | s     |            |
|      | DED RETENTIONS   |           |   |                        |  |  | 5     |            |
| -    | WORKERS COMPENSATION<br>AND EMPLOYERS' LIABILITY   | - 11-     |   |                        |  | PER OTH-<br>STATUTE ER                           |       |            |
| 1    |  | 44/04     |   |                        |  | E.L. EACH ACCIDENT                               | S     |            |
| 11   | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)  | N/A       |   |                        |  | E.L. DISEASE - EA EMPLOYEE                       | S     |            |
| L,   | If yes, describe under<br>DESCRIPTION OF OPERATIONS below  | 2 1 2 2   | - Total   |                        |  | E.L. DISEASE - POLICY LIMIT                      | 8     | - A- A-    |
| В    |  |           | V1C0EB210601                                    | 7/15/2021              | 7/15/2022                              | Claims Made                                      |       | 2,000,000  |
| 15   |  | 0.00      | 1.00  |                        |  |  |       |            |
|      |  | 6467      |   |                        |  |  |       |            |
| DES  | SCRIPTION OF OPERATIONS / LOCATIONS / VEHICL   | ES (ACORE | 0 101, Additional Remarks Schedule,             | may be attached if mor | e space is requi                       | red)   |       |            |
| For  | Information Purposes Only.   |           |   |                        | ************************************** |  |       |            |
|      |  |           |   |                        |  |  |       |            |
|      |  |           |   |                        |  |  |       |            |
|      |  |           |   |                        |  |  |       |            |
|      |  |           |   |                        |  |  |       |            |
|      |  |           |   |                        |  |  |       |            |
| CE   | RTIFICATE HOLDER   |           |   | CANCELLATION           |  |  |       |            |
|      |  |           |   |                        |  |  |       |            |

| CERTIFICATE HOLDER           | CANCELLATION   |
|------------------------------|--|
| *For Insured's Purposes Only | 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  |

ACORD 25 (2016/03)

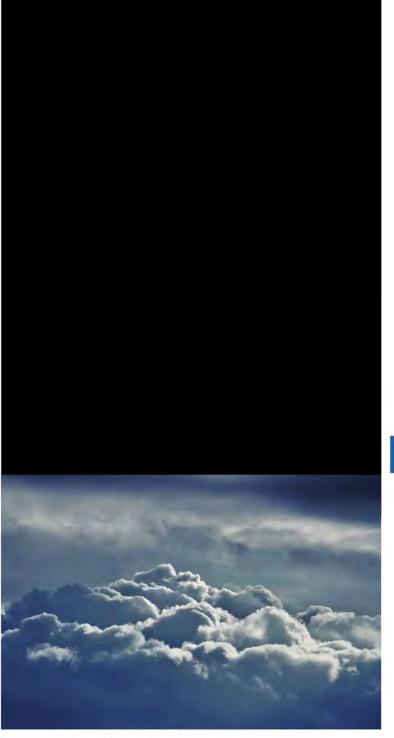
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➤ Supplemental Materials

Village of North Palm Beach - FL

RFP 2022-LR -Permitting Software





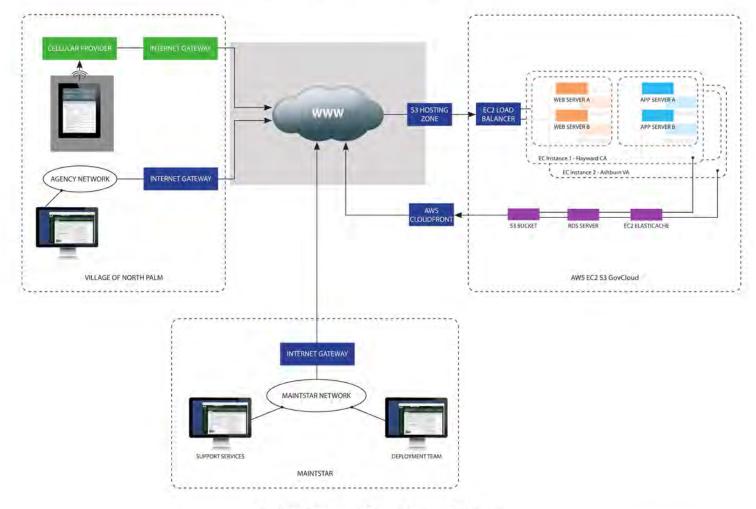
MaintStar Cloud Hosting and Security Measures

Hosted Services Plans Topology and Security



INTEGRATION MOBILITY CONSUMER PORTAL RT DASHBOARDS

#### MaintStar Vendor Hosted - Network Diagram



#### Redundant and Geo-Diverse Facilities

Crucial factors in business continuity is redundancy. MaintStar has secured redundant AWS server facilities for higher system availability, reliability and speed. Additionally, these locations are geo-diverse to prevent loss of service due to a location dependent disaster. These locations are Hayward CA and Ashburn VA - see graphic below.

This is the same Cloud Hosting platform in use by the most secure US Government facilities - FBI, CIA, etc.

- · No Single Point Failure
- · Geo-Diverse No Locale Vulnerability
- Unique Database
- · Unique Server Instances
- · NIST 800-171 Compliance
- CNSS 1253 Compliance
- FedRAMP
- 99.9% or Better Availability
- · Faster Network Speed Less GeoIP Complexity



#### MaintStar Offers a Premier Cloud Hosting Platform

MaintStar EAMS is a Premier Hosted Cloud Solution.

Not all Cloud Hosting solutions are the same. Cloud Hosting allows many vendors to take 'shortcuts' to increase revenue at considerable sacrifice to the customer. The first shortcut is to house many customers on the same server, operating system, and database. Housing multiple customers on the same software are known as multi-tenancy.

**Multi-tenancy** allows vendors to save considerable costs and increase revenues with a significant loss to customer system performance. Not only does this compromise security, but also it forces customers to update in unison. Multi-tenancy also impacts scalability and complicates support. Since each customer has unique application customizations, user-defined data fields, and lists, these eventually add up and burden the system, and scalability and support ease are lost.

MaintStar avoids this providing each client with dedicated servers, dedicated sandbox and production environments, and databases. Please see our Cloud Services document to understand the server performance offered, storage offered, and security measures applied. MaintStar Cloud solution offers sub-second RPOs and RTOs of minutes.

The MaintStar cloud servers are in **Geo-diverse locations in Virgina and Northern California**, offering resiliency no agency back-room solution could provide.

#### MaintStar Does Not Multi-Tenant Customers

MaintStar does not multi-tenant customers - your data resides on its own server and operating system. Every customer has dedicated server environments (test and production), Operating System, and database. This security advantage speaks for itself.

Every client has a unique database, server environments and customization settings. Lesser systems ask clients to share database (less secure), share servers (less reliable), and share customization (less scalable and unique to agency)

#### AWS EC2 S3 GovCoud Hosting Technology

MaintStar SLA guarantees .995% uptime/availability. If the customer experiences less than this a table of credit is applied based on the uptime delivered.

The solution provided historically has far exceeded the SLA guarantee. MaintStar customers have experience .99998% availability over the last five years. This represents total unavailability of 17 minutes over the last five years. The last period of unavailability on this platform was 2018.

Latest SOC v3 available on request.

#### Minimum RTO and RPO

Unlike snapshot-based solutions that update target locations at distinct, infrequent intervals, CloudEndure uses Continuous Data Protection, enabling sub-second Recovery Point Objectives (RPOs). Highly automated machine conversion and orchestration enable Recovery Time Objectives (RTOs) of minutes.

#### Security Measures Applied

MaintStar has selected Amazon Web Services as it primary provider for Cloud IT Infrastructure. This same solution has been selected by thousands of private companies around the world to host it's secure data, as well as the United States Government including departments containing data of the utmost national security.

Amazon routinely provides a security audit by a third independent party, and the results of those audits are made publicly available on their website. If MaintStar is selected as a prime candidate for this opportunity we will provide the complete AWS SOC v3 report and the results of the latest security audit.

MaintStar uses the following security services/measures:

#### AWS CloudHSM

AWS CloudHSM is a service that allows customers to use dedicated hardware security module (HSM) appliances within the AWS cloud. AWS CloudHSM allows customers to store and use encryption keys within HSM appliances in AWS data centers.

#### AWS Identity and Access Management (IAM)

The AWS Identity and Access Management service enables customers to securely control access to AWS services and resources for their users. Using AWS IAM, customers can create and manage AWS users and groups and use permissions to allow and deny their access to AWS resources.

#### AWS Key Management Service (KMS)

AWS. Key Management Service allows customers to create and control the encryption keys used to encrypt their data, and uses hardware security modules (HSMs) to protect the security of their keys.

#### AWS Shield

AWS Shield is a managed Distributed Denial of Service (DDoS) protection service that safeguards web applications running on AWS. AWS Shield provides constant detection and automatic in-line mitigations that minimize application downtime and latency.

#### AWS Web Application Firewall (WAF)

AWS Web Application Firewall is a web application firewall that helps protect customer web applications from common web exploits that could affect application availability, compromise security, or consume excessive resources.

#### **Business Continuity and Disaster Recovery**

MaintStar has selected Amazon Web Services as it primary provider based on providing the utmost reliability, availability and speed of data. Since MaintStar has selected AWS, no data has been loss, and total downtime in the 10 years has been 15 minutes.

#### Standard Customer Data Provisions In MaintStar SLA

The Customer owns their data - standard language assures return of customers data within 30 days of contract termination.

MaintStar provides for regular database backups and data reports in the standard MaintStar Maintenance SLA with copies sent to the customer for storage on their own IT facilities locally.

#### Cloud Hosted Services Performance and Solutions

|          | Recipace        | Amazon Wan Zerrices | With cooff Hours |
|----------|-----------------|---------------------|------------------|
| Silver   | 2 Virtual CPUs  | 2 Virtual CPUs      | 2 Virtual CPUs   |
|          | 8 GB memory     | 8 GB memory         | 8 GB memory      |
|          | 1 TB Storage    | 1 TB Storage        | 1 TB Storage     |
|          | SQL Server 2019 | SQL Server 2019     | SQL Server 2019  |
|          |                 | AWS Shield Standard |                  |
| Gold     | 8 Virtual CPUs  | 8 Virtual CPUs      | 8 Virtual CPUs   |
|          | 32 GB memory    | 32 GB memory        | 32 GB memory     |
|          | 2 TB Storage    | 2 TB Storage        | 2 TB Storage     |
|          | SQL Server 2019 | SQL Server 2019     | SQL Server 2019  |
|          |                 | AWS Shield Standard |                  |
| Platinum | 40 Virtual CPUs | 40 Virtual CPUs     | 40 Virtual CPUs  |
|          | 160 GB memory   | 160 GB memory       | 160 GB memory    |
|          | 4 TB Storage    | 4 TB Storage        | 4 TB Storage     |
|          | SQL Server 2019 | SQL Server 2019     | SQL Server 2019  |
|          |                 | AWS Shield Standard |                  |

As Proposed for Village of North Palm Beach x 2 (sandbox, production)

|         | And there.              | Arramor Malineavirum    | Microsoft ne            |
|---------|-------------------------|-------------------------|-------------------------|
| Storage | Additional 1 TB Storage | Additional 1 TB Storage | Additional 1 TB Storage |
| Memory  | Additional 32 GB memory | Additional 32 GB memory | Additional 32 GB memory |
| Network | 1,000 Mbps Dedicated    | 1,000 Mbps Dedicated    | 1,000 Mbps Dedicated    |

While Amazon Web Services is our primary partner, we can offer RackSpace and Microsoft Azure platforms as well. In all cases agencies will have a multiple environment solution, <u>Sandbox</u> for testing and training and a protected <u>Production</u> environment.

#### User Workstation Recommendations - < 250K Population Hosted SaaS Installed Systems

| e followi | ng recommendations are for users that are NOT engaged in drawings review or complex reporting. |
|-----------|--|
| -         | OS - Win OS 7 or greater   |
|           | Internet Browsers - Edge, Chrome, Firefox, Safari or Opera                                     |
| 8-        | Memory - 4Gb or greater  |
|           | Processor - Intel i5 dual core or greater  |
|           | Monitor - 1920 x 1080 resolution   |

| The | followin | ng recommendations are for users engaged intensive drawing review activities or complex reporting. |
|-----|----------|--|
|     |          | OS - Win OS 7 or greater   |
|     |          | Internet Browsers - Edge, Chrome, Firefox, Safari or Opera   |
|     |          | Memory - 8Gb or greater  |
|     |          | Processor - Intel i7 dual core or greater  |
|     |          | Monitor - 2560 x 1440 resolution x 2   |

#### Mobile and Field User Recommendations - < 250K Population Hosted SaaS Installed Systems

| • | Supported Device - Apple iPad/iPhone, Android Galaxy Tablet/SmartPhone, Windows Surface |
|---|---|
|   | Internet Browsers - Edge, Chrome, Firefox, Safari or Opera                              |
|   | Device Space/Memory - >32 Gb  |
|   | Tablet Display - 9.3 inch display or greater  |
|   | Mobile Application - MaintStar EAMS Mobile for Disconnected Mode                        |

#### Architecture - Development

CHROME

Microservices Architecture - No Legacy or Inherited Code Development - ReactJS, MSSQL Javascript in some scripting and other minor areas SQL based database support MS SQL

# 

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**FIREFOX** 

**OPERA** 

# Online Permitting, Planning,

# **Code Enforcement and Licensing Software Solution**

Village of North Palm Beach, FL

Response to RFP

**Submitted by:** 

**SAGES**NETWORKS

Sages Networks Inc. 50 Hurt Plaza SE, Suite 1446 Atlanta, GA 30303 Tel: 404-892-6184 x 101 / 678-471-7392

Email: hkrishna@sagesnetworks.com Fax: 404-596-8649

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### C. Cover Letter of Transmittal

Mr. Michael Applegate, IT Director Village of North Palm Beach 501 U.S. Highway One North Palm Beach, Florida 33408-4906

Dear Mr. Applegate,

We understand that the Village of North Palm Beach would like to replace its current Software system and in the process upgrade to an Online Permitting, Planning, Code Enforcement and Licensing software system that offers new capabilities and handles future requirements and growth. Our product SagesGov has been designed and built from scratch to solve problems for planning, zoning, building, business licensing and code enforcement departments for jurisdictions like the Village of North Palm Beach. We have worked very closely with Building Officials, Permit Technicians, Plan Reviewers, Inspectors and Code Enforcement offers to design and build SagesGov that addresses the specific needs of Planning, Zoning, Code Enforcement and Building departments.

We are aware that we must migrate data into SagesGov and integrate with several back-end systems. With that in mind we have architected our cloud-based Software-as-a-Service (SaaS) solution to be hosted on Microsoft Azure and integrate with ESRI/GIS, and financial systems using multiple integration approaches (ex. via REST Web Services, via APIs / SDKs, via batch file-based integration, etc.) to help jurisdictions like the Village of North Palm Beach staff and citizens experience a seamless solution.

Our proposal addresses Village of North Palm Beach's RFP for an Online Permitting, Planning, Code Enforcement and Licensing Software System. Our solution, SagesGov, will allow the Village of North Palm Beach to accomplish these key outcomes:

- Allow Village of North Palm Beach to utilize an integrated electronic plan review, online permitting, mobile inspections, business licensing and code enforcement solution that allows the City's customers to submit, track, manage applications, drawings, and supporting documents from a single online location.
- Integrate with Palm Beach County's GIS (ESRI) REST endpoint to validate addresses/parcels and visualize
  GIS details. Integrate with Tyler Munis systems to make it a complete end-to-end solution for the Village of
  North Palm Beach.
- Migrate data from the current Tyler Munis as needed.
- Provide a single source of truth and a 360-degree integrated view of all functions in Planning, Zoning, Building, Inspections, Fire, Business License and Code Enforcement departments via our customizable cloud-based software SagesGov.
- Utilize powerful workflow features to route plans to appropriate staff for review and perform electronic
  reviews of plans, drawings and supporting documents as needed. Issue Permits, perform inspections, issue
  certificates of occupancy, issue business licenses, perform code enforcement inspections, issue notices of
  violation all via a fully featured mobile inspections application. Provide Permit tracking; Detailed Audit
  Trail; automatic Email notifications and more.
- Provide a comprehensive solution to the Code Enforcement department to create cases from the field by geolocation, select code violations, take pictures, upload pictures, issue Notices of Violation, use a code enforcement case tracker and schedule follow up on inspections all within a few minutes.



• The proposal is for all areas of the requested solution in the RFP. Our company Sages Networks Inc. is registered in the state of Florida (SunBiz Document Number F19000003573) and is qualified to provide all services in response to this RFP. If selected by the Village, Sages Networks Inc. understands the work to be done, commits to perform the work within the time, and we will comply with all applicable laws, rules, regulations and ordinances of the Village, Palm Beach County, the State of Florida and the United States.

Accomplishing the outcomes above will lead to a higher level of service that the Village of North Palm Beach will be able to offer its customers. The city will be able to increase staff productivity with our company's efficient, cost-effective, and intuitive Electronic Plan Submittal/Review, Permitting, Mobile Inspections and Licensing solution. Specifically, our solution will address all your needs in the areas of building permitting, mobile inspections, impact fee management, planning, code enforcement, mobile code enforcement, business tax receipt, customer web interface and site plan review.

As a software company with 22+ years of experience implementing community development solutions for Cities, Counties and Government Agencies, we are very strongly positioned to implement this for the Village of North Palm Beach on-time and on-budget.

Sincerely,

Harish Krishna

President

Sages Networks Inc.

Atlanta, GA 30303

### **D. Statement of Qualifications**

### (1) Contact Information:

Mr. Harish Krishna 50 Hurt Plaza, #1446 Atlanta, GA 30303 678-471-7392 hkrishna@sagesnetworks.com

### (2) Profile of Sages Networks Inc.

Our company Sages Networks Inc. was founded in Atlanta, GA in the year 2000. For the past 22+ years our company has been providing software and services to the public sector in the areas of Electronic Plan Review, Planning, Zoning, Online Permitting, Mobile Inspections, Code Enforcement and Business Licensing software solutions for various customers in the United States including Hartsfield Jackson Atlanta International Airport, City of Atlanta GA, City of Marietta GA, City of South Fulton GA, Fayette County GA, Henry County GA City of Boynton Beach FL, Jacksonville Electric city (JEA) FL, Northeast Ohio Regional Sewer District OH, Greene County OH, City of Valdosta GA, and Pitkin County CO. The Village of North Palm Beach and its representatives may contact our customers for references of performance.

**(3) Sages Networks Qualifications** to provide the Online Permitting, Planning and Zoning, Code Enforcement and Licensing Software Solution being proposed.

Sages Networks has been successful in developing software solutions and services in the areas of Electronic Plan Review, Online Permitting, Mobile Inspections, Code Enforcement and Business License. Our company's focus over the last 22+ years on the domains of planning, zoning, permitting, inspections, business licenses and code enforcement has helped us gain deep knowledge and skills in this area. We work closely with Building Officials, Permit Technicians, Inspectors and Plan Reviewers with the same level of detail as we do with I.T / GIS departments in the City/County/Regulatory agency where we implement SagesGov. This has also helped us with developing best practices and implementation techniques that have allowed us to deliver every project on time and on budget for all our customers throughout the United States.

Configurability was the primary principle upon which the SagesGov product was based. And we hear constantly from the jurisdictions who use SagesGov today about how configurable, simple, and intuitive it is. Each Workflow has very rich configuration possibilities. What that really means is that our solution can be made, for the most part, to conform to the Village of North Palm Beach's processes instead of requiring your staff to change how you do things today.

### (4) Compliance with the insurance requirements

This is to confirm that Sages Networks Inc. is in compliance with insurance requirements as described by the Village of North Palm Beach for this project. We will provide certification as required by the Village of North Palm Beach

### (5) Conflict of interest statement

Sages Networks Inc. confirms that there is no conflict of interest in any work performed by the company for the Village of North Palm Beach.



### **Relevant Experience**

We believe in employing a very hands-on approach to project implementation. From our experience, meaningful implementations can be achieved only by engaging with the issues at hand at the right depth and level of detail. Our approach involves conducting rich discussions in the language used by your organization's staff (Application Forms, Electronic Plan Review, Submittals, Planning, Rezoning, Variances, Permits, Revisions, Review Cycles, Markups, Comments, Checklists, Fees, Mobile Inspections, Business Licenses, Code Enforcement Complaints, Notice of Violations etc.) and then mapping decisions that are taken via those discussions to building blocks/functional components in the SagesGov system. Our leadership style uses an Iterative/Agile approach to implement solutions.

Here some specific experiences of our implementation relevant to the Village of North Palm Beach:

### City of Boynton Beach FL

The City of Boynton Beach selected Sages Networks after a nationwide RFP. The City of Boynton Beach (BBFL) had multiple systems, paper-based applications, PDF applications that were used by their community development department. Like the Village of North Palm Beach, they had reached the end of their technology life cycle with their current systems and were looking for a major upgrade. The key requirements of the city were to integrate with their ESRI GIS system, **integrated with their back-end ERP system** and use the Palm Beach County Universal County Wide Permit application form and process. After the kickoff meeting in Oct 2020 our team worked very closely with the Building, Community Development, and IT departments at the City of Boynton Beach to take them live with SagesGov on May 26th, 2021, in record time. Our team understands the Palm Beach County application process very well as we were involved in all stages of this implementation at the City of Boynton Beach.

Specifically, we worked with the City of Boynton Beach staff throughout the requirement process using our unique requirements template approach, setup and configured SagesGov Residential, Commercial, Revision processes, application forms, checklists, predefined comments, automatic emails, business rules, requirements to upload certain files based on the application and more. Our team integrated SagesGov with the City of Boynton Beach's ArcGIS online using REST based web services, we integrated with Central Square (Naviline) using their REST web services and provided staff and citizens an integrated end-to-end solution. Once the system setup, configuration and integration were completed we released SagesGov for the City of Boynton Beach on our QA website for User Acceptance Testing (UAT). Our team supported the City of Boynton Beach throughout the UAT process and then we scheduled training for city Staff. Following the training we conducted a workshop for contractors.

### Jacksonville Electric Authority [JEA] FL

This jurisdiction serves the counties of Duval, Clay, St. Johns, and Nassau counties in Florida. JEA selected SagesGov after a nationwide RFP in 2019. Their requirement was complete digitization and automation of the plan review, permitting and inspections process. The Sages team delivered this project and went live with SagesGov at the JEA in summer 2020 in the middle of the pandemic. The automation includes streamlining the workflow, automation and tracking for Service Availability Letters, Commercial and Residential Service requests, Plan Submittal, As-Built Submittals, and various other regulatory compliance workflows at the JEA. Here is a link to the JEA SagesGov page: <a href="https://www.jea.com/engineering\_and\_construction/sagesgov/">https://www.jea.com/engineering\_and\_construction/sagesgov/</a>

Here is an email from the GIS BA / Lead for the SagesGov: Electronic Plan Review and Document Digitization project at the JEA:



# RE: SagesGov for JEA has been deployed to production Joiner, Elliot K. - Appointed Process Assignment <joinek@jea.com> tue 8/18/2020 7:51 AM To: Harish Krishna: Davis, Deanna L. - Manager Development <davidl@jea.com>| Best, Andrea L. - Manager Technology Project Mgmt. <rogeal@jea.com> +3 others Ec: Nandan Naik: Edgar. Cindy L. - Dir Eng Systems & PMO <edgacl@jea.com> Nandan and Harish, I have said it before, but it is worth repeating. Your professionalism and attention to detail are second to none. It has been a pleasure to work with, and learn from you both. Sincerely. Xeith Joiner GIS BA JEA 21 West Church St Jacksonville, FL 32202 (904) 655-8690 Joinek@jea.com

### City of Marietta GA

The City of Marietta selected Sages Networks after a nationwide RFP for their Electronic Document Review system, Permitting and Mobile Inspections. In April 2017 after the kickoff meeting, our team worked closely with staff at various departments at the City of Marietta in the following areas: understanding the customers' needs with application and drawing file submission; intake and routing rules based on the application form being submitted, created prerequisite checklists for applicants, intake checklists and review checklists for staff to help with their daily work. Along with working with users from **Planning, Zoning, Building, Fire, Public Works, Power, Water,** and other departments. The Sages team worked with Marietta I.T and GIS departments to determine integration points for **Integrations with Marietta's SunGard (Naviline) backend permitting system** and their **ESRI ArcGIS** service for geocoding. Our team translated Marietta's business and I.T requirements and it all came together in the configuration and setup of the SagesGov solution for the village. After the setup was complete, we worked with Marietta's staff to ensure that user acceptance testing was done to the city's satisfaction. The next step was user training. **Sages provided hand-on training for City intake staff, permit technicians, plan reviewers on the use of SagesGov with Bluebeam Revu**. Finally, we worked with the City of Marietta on a Go Live plan and the SagesGov Electronic Plan Review solution was launched successfully in August 2017. Following EPR go-live we migrated the city's Permitting and Mobile Inspections to SagesGov from their current ERP system.

### **Fayette County GA**

The first phase of the project (Phase 1) with Fayette County, GA involved the implementation of the SagesGov Electronic Plan Review, Permitting and Inspections solution. After successful completion of Phase 1 the county decided to replace the Tyler EnerGov Permitting and Inspections system with SagesGov Permitting and Inspections in Phase 2 of the project. We successfully migrated Tyler EnerGov Permitting and Inspections data over to SagesGov. We have continued expanding the SagesGov platform at Fayette County. Following the Department of Building Safety, we have provided automation for Planning and Zoning, Environmental Management Division, Fire Marshal's office and Fayette Water have all switched to using SagesGov software.

### Hartsfield Jackson Atlanta International Airport

As the world's busiest, our airport, located right next to the Village of North Palm Beach, serves the metro Atlanta population of over 6 million people, and plays a critical role in transportation throughout the United States. The City of Atlanta DOA, Planning and Development selected SagesGov for the Electronic drawing submission, review, comments, responses, and project tracking tool. With close to **90 plan reviewers and 1000s of external users**, the SagesGov cloud based Electronic Plan Review solution plays a mission critical role at Hartsfield Jackson. Projects submitted include large Capital projects such as parking decks, concourse renovations, fire stations, to Tenant (Airlines) submittals. All concessionaires at the Airport are required to Submit their project for review through SagesGov. One of the key capabilities of the SagesGov solution is to split a large project workflow into smaller



project submissions such as 30%, 60%, 90% and Final Submittal. These projects are all linked to one and other and provide the Airport quick access to drawings and comments from a single online location. All Airside, Landside, Tenant and Concessioners development activity at Hartsfield Jackson Atlanta International Airport is being processed in SagesGov software for design review and approval.

### **Pitkin County CO**

Our company Sages Networks was selected after multiple attempts by the County to find a suitable vendor for their requirements. The Sages team migrated data from 11 different databases into SagesGov including migrating data from the Software system. We worked with the County on their Eden database analysis and database cleanup process. Over the years the County had many different databases in MS Access, SmartSheets etc., that the Sages team had to reconcile with the Eden permitting database. The County also uses Laserfiche for document archival. The Sages team successfully integrated SagesGov with Laserfiche using the Laserfiche SDK to provide a complete end-to-end solution from submission, routing, plan review, markup, permit issuance, inspections, certificate of occupancy to archival. Besides Eden and Laserfiche, the Sage team also provided Pitkin County integrations with Bluebeam Studio API, DocuSign for Electronic Signature, Forte Payments Gateway to collect fees online, Tyler Munis and ESRI ArcGIS online for Address and Parcel validation.

SagesGov Pitkin County Implementation: <a href="https://www.youtube.com/watch?v="imB9nup4nk&t=867s">https://watch?v="imB9nup4nk&t=867s">https://watch?v="imB9nup4nk&t=867s">https://watch?v="imB9nup4nk&t=867s">https://watch?v="imB9nup4nk&t=867s">https://watch?v="imB9nup4nk&t=867s">https://watch?v="imB9nup4nk&t=867s">https://watch?v="imB9nup4nk&t=867s">https://watch?v="imB9nup4nk&t=867s">https://watch?v="imB9nup4nk&t=867s">https://watch?v="imB9nup4nk&t=867s">https://watch?v="imB9nup4nk&t=867s">https://watch?v="imB9nup4nk&t=867s">https://watch?v="imB9nup4nk&t=867s">https://watch?v="imB9nup4nk&t=867s">https://watch?v="imB9nup4nk&t=867s">https://watch?v="imB9nup4nk&t=867s">https://watch?v="imB9nup4nk&t=867s">https://watch?v="imB9nup4nk&t=867s

### City of South Fulton GA

The City of South Fulton selected SagesGov after a nationwide RFP search for a Community Development software system to handle all the planning and development activity in this booming City in Fulton County. Our team worked with various departments at the city and starting in Fall 2019 just before the pandemic. We worked at various levels with the city to determine their requirements using our best practices and templates. As the requirements were being finalized, the pandemic hit in March 2020 and the City IT director requested us to go live as soon as possible. Sages was prepared to work remotely when the pandemic hit and our implementation team sprang into action, setup, configured, and integrated the SagesGov solution for the City of South Fulton in record time. We integrated SagesGov with ESRI ArcGIS, Tyler Munis. SeeClickFix and Forte Payments for the City. We followed the software development lifecycle through the project with User Acceptance Testing (UAT), trained staff and external users and went live during the pandemic.

The City of South Fulton has seen huge benefits by going paperless and contactless using SagesGov software that went live right in the middle of the pandemic. Here are some statistics:

| Number of Permits issued in 2019 at the City of South Fulton (Before using SagesGov system) (Per Press release from the City Community Development director below) | 1957           |
|--|----------------|
| Number of Permit issued in 2021 with SagesGov software at the City of South Fulton (30% increase in Permits issued, during the Pandemic)                           | 2549           |
| Number of Projects Submitted in 2021 with SagesGov software at the City of South Fulton (During the Pandemic)  | 3509           |
| Total Fees Collected in 2021 with SagesGov-Forte Payment Gateway solution at the City of South Fulton (During the Pandemic)  | \$3,814,168.54 |





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# South Fulton Moves to Online Permitting System Starting April 6

April 5, 2020

In many cities across the U.S., the building permit application process has been halted to limit city personnel's interaction with the public amid COVID-19 concerns. However, some cities – including South Fulton – are quickly adapting, and moving operations online.

Starting on April 6, South Fulton's Community Development and Regulatory Affairs Department will implement a paperless, online system for submitting, tracking and managing all permit applications, associated documents and building plans.

In 2019 alone, South Fulton issued 1,957 building permits. The online system will allow the department to continue to generate revenue, as well as streamline operations for applicants.

"The city's new system will provide a more efficient, user-friendly experience," said Shayla Reed, director of community development and regulatory affairs. "Before the system's implementation, applicants had to physically enter city hall to submit applications. They had to consider the cost of travel and printing multiple sets of applications. The new app serves as a tremendous cost and time saver for the city's permitting customers.

Building inspectors also will see benefits by using the new app, which was created by Atlanta software developer SagesGov and customized for the city's use. It will allow them to submit all forms, photos and comments directly to city officials from job sites or their offices.

"This resource will allow applicants and inspectors to do it all electronically," Reed continued. "We look forward to making the city's comprehensive permitting vision a reality."

This week, South Fulton will also be implementing new processes and workflows for its fire department. New processes for planning and zoning, code enforcement and business license services are also expected to be unveiled later this year.

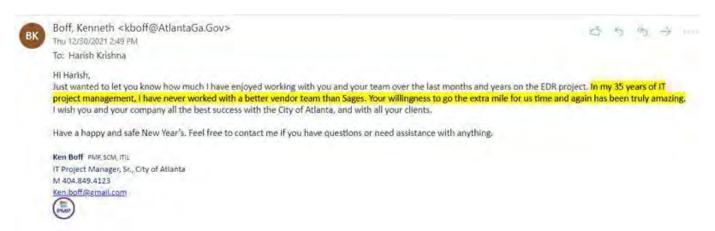
Photo: Shayla Reed, South Fulton's director of community development and regulatory affairs

### City of Atlanta GA

The City of Atlanta had made multiple attempts in the past to automate their plan review and permitting process and had failed. There were huge cost overruns in previous attempts and / or the selected software system did not meet the City's requirements. After two previous failed implementations, the City of Atlanta, Department of City Planning selected SagesGov for the Electronic Document Review Project after an exhaustive nationwide search via the RFP process. We worked and continue to work with various departments such as Office of Zoning, Office of Buildings, Department of Watershed management, Traffic, Arborist, Site, Atlanta Fire Department, Atlanta Information Management, and many others during the implementation process. The city had very complex



integration requirements with their backend Accela system. Our team built the integration with Accela using their Construct API to provide City staff and applicants with a seamless end-to-end permitting experience. We also integrated with ESRI ArcGIS for address and parcel validation. SagesGov currently is live at the City of Atlanta for light-commercial multifamily townhomes and apartment projects. Here is an email from the Project Manager for the EDR project at the City of Atlanta:



# E. Experience of Person who will be assigned to the Project

Our company, Sages Networks Inc. has selected Harish Krishna and Mr. Nandan Naik to implement the SagesGov solution for the Village of North Palm Beach. Mr. Krishna and Mr. Naik will work closely with the Village of North Palm Beach's implementation team and Engineering, Configuration and QA teams inside our company to ensure the smooth implementation of the solution.

### Resumes

### Harish Krishna's Resume

| Name                               | Harish Krishna   |  |
|------------------------------------|--|--|
| Title                              | Project Manager  |  |
| Professional Background            | Harish Krishna is the President of Sages Networks Inc. He will provide executive oversight for the solution our company will provide to the Village of North Palm Beach. He has thirty (32+) years of overall experience developing and implementing Software Solutions. Of his overall experience, the past nineteen (21+) years have been specifically focused on helping City and County governments by providing solutions for their Permits, Plan Review, and Inspection software needs. His subjuntater expertise can be verified through references and blog articles he hauthored on our website.  Link: <a href="http://blog.sagesnetworks.com/author/harishkrishna/">http://blog.sagesnetworks.com/author/harishkrishna/</a> |  |
| Current & Past Relevant Employment | President of Sages Networks - 21 Years - 2000 to present   |  |



| Education                 | Bachelor of Science in Engineering   |
|---------------------------|--|
| List of Relevant projects | City of South Fulton GA - Electronic Plan Review, Permitting, Mobile Inspections, Business Licenses and Code Enforcement Role: Project Manager Project Completion Date: April 2020 and January 2021  City of Boynton Beach FL - Electronic Plan Review, Permitting and Mobile Inspections Role: Project Manager Project Completion Date: May 2021 and January 2022  City of Atlanta GA - Electronic Plan Review Role: Project Manager Project Completion Date: December 2021  Pitkin County CO – Electronic Plan Review, Permitting, Mobile Inspections and Code Enforcement. Data migration from Eden and other databases integration with Laserfiche Role: Project Manager Project Completion Date: Aug 2020 |

# Nandan Naik's Resume

| Name                               | Nandan Naik  |  |
|------------------------------------|--|--|
| Title                              | Solution Architect   |  |
| Professional Background            | Nandan Naik will be the Solution Architect for our solution for the Village of North Palm Beach. He has a master's degree in Computer Science from Columbia University in New York and a bachelor's degree in Computer Science from Georgia Tech. He has fifteen (20) years of experience building software solutions of which eleven (16) have been providing solutions to Cities and Counties. His expertise in both Software and The Town/County Planning, Permitting, Inspections and Code Enforcement domain can be verified through references and blog articles he has authored on our website. Link: <a href="http://blog.sagesnetworks.com/author/nandannaik/">http://blog.sagesnetworks.com/author/nandannaik/</a> |  |
| Current & Past Relevant Employment | 8 8  |  |
| Education                          | Master of Science in Computer Science - Columbia University - New York Bachelor of Science in Computer Science - Georgia Tech - Atlanta  |  |
| List of Relevant projects          | Jacksonville Electric Authority (JEA) – FL Electronic Plan Review,<br>Permitting, Inspections and Digitization<br>Role: Solution Architect<br>Project Completion Date: Aug 2020  |  |



| City of South Fulton GA – Electronic Plan Review, Permitting, Mobile Inspections, Code Enforcement and Business Licensing Role: Solution Architect Project Completion Date: April 2020 and January 2021 |
|---|
| City of Boynton Beach FL - Electronic Plan Review, Permitting and Mobile Inspections Role: Solution Architect Project Completion Date: May 2021 and January 2022  |

Our company specializes in the provision of Electronic Plan Review, Permitting, Mobile Inspections, Licensing and Code Enforcement software solutions to cities, counties, and regulatory agencies. Numerous implementations of these solutions for customers of different types (cities, counties, utilities, agencies, etc.) and sizes (from large to small) gives us a deep bench of experienced resources that can be quickly brought into any implementation.

# F. Scope of Services Provided

### **Approach & Proposed Solution**

The strongest capability of our company is the power, flexibility and quality built into our SagesGov Software Product as means of delivering extremely effective and efficient solutions in the areas of Planning, Permitting, Inspections, Licensing and Code Enforcement. We have distilled 22+ years of experience as a company and the decades of experience shared among our team members to build this product. We are very proud of what we have been able to accomplish and continue to add features to the SagesGov platform with the goal to make this the absolute best Planning, Permitting, Inspections, Code Enforcements and Business Licensing solution in the industry.

Our company's core capabilities include a comprehensive spectrum of services to cater to the Electronic Plan Review, Permitting, Mobile Inspections, Business Licensing and Code Enforcement needs of cities, counties, utilities, airports, and other regulatory agencies. Our company is a one-stop-shop for the full range of services for this project including Business Process Analysis, Business Process Reengineering, Business Process Automation, Data Conversion, Solution Architecture, Solution Development, Solution Implementation, Training, Go-Live Support, to Maintenance and Upgrades of software modules and systems. Based on our best-in-class project management, implementation experience, data migration and software development skills we are confident that our team has the capacity and capability to successfully deliver a comprehensive Online Permitting, Planning, Code Enforcement and Licensing software system to the Village of North Palm Beach on time and budget.

# What differentiates SagesGov from other solutions?

| Feature  | What that means to the Village of North Palm<br>Beach   |
|--|---|
| Full Submission automation with forms specific to the Village of North Palm Beach. | Receive submissions with application forms that look like the paper application forms the village already uses today. |



| Rich application forms.   | Collect rich data from customers and ensure that the data filled out by customers on the form is valid and of high quality  |
|---|---|
|   | Ex. Cost of Construction is a number, Square Footage is a number, Construction Type is chosen from a predefined list, etc.  |
| Upload of drawing/plan files and upload of all supporting documents.  | Receive all plans and supporting documents electronically from customers. No more lugging around, distributing, keeping track of, storing and management of heavy rolls of plans. Reclaim real estate by getting rid of your plan storage room.   |
| Enforcement of prerequisites checklists   | Allow Staff to save time and effort by ensuring that customers cannot submit their applications to the village unless they meet appropriate prerequisites.  |
| Integration with GIS and other systems to ensure submittal constraints are met and relevant GIS and other data is consolidated. | Allow Staff to be more efficient by making the system ensure that the address/parcel is valid and by making the system retrieve and bubble up relevant information from the GIS system for the project.   |
| Make certain file types of mandatory during submission.   | Allow Staff to save time by ensuring that all required files are uploaded by the customer when they start processing the customer's submission.   |
| Ex., require a site plan to be uploaded for certain work types.   | Improve turn-around times and customer service for the village's customers by ensuring that all information needed from customers is collected upfront (instead of Staff waiting for missing information before the submission can be worked on).   |
| Configure rules for "Auto-Adding" review agencies, fees, permit types and inspection types based on application data.           | Allow Staff to be more efficient and improve turn-<br>around times for customers by allowing the system to<br>make automated decisions.   |
| Ex. Route plan review to the Fire Marshal if the application has "Sprinklered" selected as "yes".                               | Instead of staff having to decide which review disciplines to send a submission to, or which fees are applicable, etc. the system automatically brings in appropriate record types into a project/case depending on the data captured from the customer and the rules that have been defined. |
| Store all Plan Review markup and comments made on the PDF drawing in the SagesGov cloud.  | This means no more managing comments in excel files or looking for the latest version of drawings etc.  |
|   | The system manages the versions of the files that pertain to each Review Cycle. Reviews can be done concurrently on the same project/case. The system burns in markups/comments/stamps into appropriate   |



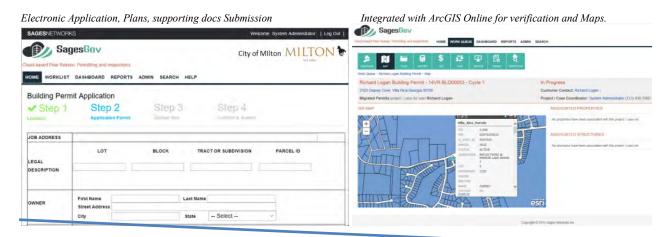
|   | files when the review cycle is completed.  |
|---|--|
| Cascade rules, conditions, and holds on a project from the early planning stages all the way to construction.   | This feature allows the village to bring consistency into each application/submission that they process in SagesGov. By relying on the system to automatically apply appropriate conditions and holds based on the parcel or the relationship between projects/cases, the village can ensure that nothing is missed due to human error.  |
| Predefined comments tool that allows you to define<br>plan review comments from any building code<br>reference.   | This is a big time-saving tool for the City's Reviewers since comments from the appropriate Code Book can be stored in SagesGov and can be applied for a review via a single click.  |
| SagesGov Inspection App on iOS and Android with the capability to take pictures, enter comments, capture signatures, and reject inspections with a choice of reinspection fees. | Inspections results from the field instantaneously sync up with the main SagesGov system allowing both staff and customers to be notified.  Pictures captured on the device allow customers to accurately address the identified deficiencies.  Time and labor efficiencies can be realized via Predefined comments that allow Inspectors to choose pre-configured code book comments instead of typing things out when providing inspection comments.  Inspectors can decide if re-inspection fees must be collected. Alternatively, the system can automatically calculate re-inspection fees if the inspection performed was not a first-time inspection. |
| SagesGov Inspections App comes with a local database on the device.   | This means that Inspectors do not need to have a connection to the cell tower when capturing their inspection results. The mobile application saves the information entered by the inspector and automatically syncs up that information with the main SagesGov application when cell connectivity is available.   |
| Inspectors can indicate arrival time on site.   | This is a huge time saver for both the City's Inspectors and also the City's Customers. It also allows the village to provide a high level of customer service.  When the Inspector indicates their arrival time, the system can send an email to the contractor/developer/homeowner so that they can prepare to be on-site to meet the inspector.   |
| Contractor can put in inspection notes such as "Lockbox code 3345" while scheduling the inspection.   | This feature connects the customer and the City's inspector and allows the City's Inspectors to perform the inspections smoothly and efficiently.  |



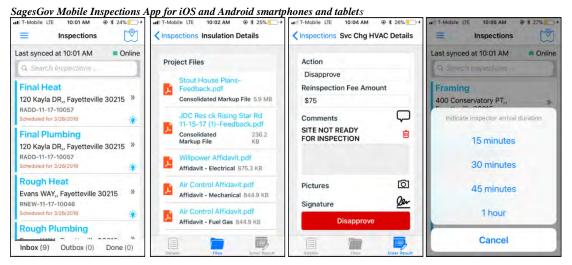
| Automation based on business rules for every action in SagesGov.  Ex. auto approve review cycles, auto issue permits (for epermits), auto place holds (when a revision is submitted), auto remove holds (when certain fees are paid) and more.  | By making things automated the village can save on time/labor costs and at the same time turn around customer applications faster and provide better service.   |
|---|---|
| Configure dependency rules for "pre-action" and "post-action" actions for all entities. Ex. Do not allow scheduling a Building Final Inspection when a Framing Inspection is required. Add a Re-Inspection Fee record when an inspection is disapproved.  | By putting automated checks like these in place, the village can bring a level of consistency into every application/submission that it processes.  |
| Display Alerts on the header bar when the parcel has Fees due or open permits on them.  | By bubbling up relevant alerts/information to staff in<br>the project/case header bar, the system allows staff to<br>make the right decisions for a project/case and helps<br>improve the quality of output each Staff user generates.                        |
| Create as many tabs or data forms as needed. These data forms can contain as many data fields as needed and can be made department specific.  | Allows the City to precisely specify the kinds of information that the village wishes to capture from its customers and from staff depending on the type/kinds of submission.   |
| Extremely configurable solution. Maintain application forms, data fields, data types, file types, mark fields as required, configure business rules, configure pre and post action rules, manage users & roles, configure email, letters, approval documents, permit documents, inspection ticket, prerequisite checklists, intake checklists, review checklists and pre-defined comments. Define complex fee calculation formulas and if needed we can make the application forms behave dynamically (Ex. Show certain data fields/questions to the user when a question is answered a certain way). | An extremely configurable system means that the village does NOT need to change its processes or change the way staff currently do things. The system adapts to how the village functions instead of making the village adapt the way it works to the system. |



# A few screenshots of the SagesGov solution









### **Details about the SagesGov solution**

### **Database**

- 1. Our product SagesGov is hosted on Microsoft Azure and uses all the latest products and technologies available on the Windows stack. We use SQL Azure database and have built our product using Microsoft .NET.
- 2. Data can be imported into SagesGov using our standard data migration tool. Data from current Village of North Palm Beach systems can be exported to a format that we will share with the village, and this can be imported into SagesGov.
- 3. For Data export, we have a very powerful Search feature that will allow the village to Search and export data as needed into Excel spreadsheets. We also have the capability of exporting all the files that were uploaded to SagesGov. In addition, we have an optional FTP module that transfers completed Zip files via a secure FTP to the Village of North Palm Beach's IT network. Additionally, we have a powerful adhoc reporting environment which allows the authoring and execution of Custom Reports using Microsoft Report Builder and SQL Server Reporting Services (SSRS). Data in reports authored in the reporting environment can be exported into Excel, PDF, Word, or other formats.

### Users

- 1. **Users:** There are two types of users in SagesGov. External Users (free access) and City Staff users (paid subscription). We have covered the cost breakdown in our detailed cost proposal.
- 2. **Support**: SagesGov support is available from 8:00am to 5:00pm from Monday to Friday. Our technical staff constantly monitor the performance and health of the SagesGov Software-as-a-Service. Fixes to bugs and technical issues that are part of the common/shared aspect of the offering will be fixed at no charge to the Village of North Palm Beach. Any issues /questions /clarifications /support tickets that arise outside of the technical support described above is addressed through a paid Functional Support package purchased by the Village of North Palm Beach. Costs for the Functional Support package have also been included in our cost proposal.
- 3. **Upgrades**: We release new features/enhancements and bug fixes to SagesGov multiple times a year. There is no charge to the village for these upgrades. Our deployment is usually late in the evenings or on the weekends. We will notify the village 1 week ahead of the release and following the release our company will provide detailed release notes.

### **Scalability**

SagesGov is hosted on the Microsoft Azure cloud, and this **allows us to scale up based on Village of North Palm Beach's current demands and future growth**. From a functionality standpoint, one of the biggest strengths of the SagesGov solution is the level of configurability and the ease with which City Staff can make changes and tweaks on their own. The level of flexibility that our solution allows means that our solution can accommodate the necessary changes to adapt to the village's growth.

Being able to leverage **Microsoft Azure** for the operational aspects of the solution means that our company can focus on building rich capabilities and scalable features that cater specifically to the needs of Cities and Counties as it relates to Electronic Plan Review, Permitting, Inspections, Code Enforcement and Licensing.

### Performance

The SagesGov platform handles 1000s of users (external and staff) submitting & managing 100s of Project / Case



applications, large drawing files and using the system everyday with ease. There will be no negative impact on the performance for the Village of North Palm Beach to handle additional users or additional processes.

### **Training**

Training: Our team realizes the importance of training on the success of every implementation. We have been very successful in many implementations with a train-the-trainer approach. With this approach, a core team of people at the Village of North Palm Beach will be comprehensively trained on all aspects of using and configuring the system. They can then become the subject matter experts internally and help others in the organization. Alternatively, we can also directly train end-users of the system at the Village of North Palm Beach. We also have follow-up training after several weeks of use. We offer training sessions based on role: (a) Intake Staff Training (b) Plan Reviewer and Inspector Training (c)System Admin training (d) External user Training. We also provide comprehensive training manuals for each participant. These training guides will be made as per the final configuration for the Village of North Palm Beach.

**Support**: All support issues should be sent to us via email. Our Technical support team will triage these issues and respond. Depending on the severity of the issue We use ZenDesk to track all issues in SagesGov. Emails can be sent to <a href="mailto:support@sagesgov.com">support@sagesgov.com</a>

### Security

SagesGov has multiple levels of security. Physical / Data center security comes with the Microsoft Azure cloud platform where we have hosted SagesGov. All data at rest is encrypted in the SQL Azure database and we use HTTPS end-to-end for all communications. In addition, the SagesGov application is a role-based application, and all users are granted privileges based on their roles. This allows the City's system administrators to control security to various sections of the application depending on role and need of the user. In addition, all external users can be made to register for a user account prior to logging into SagesGov. This allows the Village of North Palm Beach to check the legitimacy of the person registering and if they are eligible to do business with the Village of North Palm Beach. We have a detailed audit trail of all actions that are performed on a project / case. This allows the Village of North Palm Beach to check the history and easily research a project / case. For jurisdictions that desire SSO we also offer integrated SAML based authentication using Azure Active Directory.

### **Uptime**

All work performed by Sages Networks Inc. shall be performed in a workmanlike and professional manner, to the full satisfaction of the City, and shall conform to all prevailing industry and professional standards. After go-live we provide a 30-day stabilization period where we will make minor changes to the system at no charge to the village within the framework of the signed off requirements document.



# Responses to Village of Palm Beach Requirements

# **Online Permitting**

| Village of North Palm Beach Requirement  | Sages Response   |
|--|--|
| Integrate with the Village's current financial accounting, Tyler Technologies Munis applications, including Tyler Cashiering.                | Will comply  |
| Work with the Village's current credit card payment processing program or propose a different credit card payment solution.                  | Will comply. We are proposing SagesGov integrated with Forte Payments Gateway for credit card payment processing.  |
| Allow citizens and/or contractors to be able to apply, check status, download permits and submit plans online for obtaining a permit.        | Will comply. SagesGov provides comprehensive online submission of application forms, plans, supporting documents, fees, checklists etc. Citizens and contractors can check the status of projects and download permits, check history and more online.   |
| Provide a Plan Review Process that will allow inspectors to sign off on submitted plans, to accept/reject/add notes to plans electronically. | Will comply. SagesGov is integrated with Bluebeam Revu for Electronic Plan Review. Comments made on plans are stored in the SagesGov cloud application. plan reviewers / inspectors can redline, markup, comments and use measurements to quickly review, accept or reject plans. We support concurrent plan review and multiple review cycles. Once all plans are approved, they are stamped electronically, and we burn-in those markups and comments in the drawing files for permitting and inspections. |
| Have the ability to overlay corrected plans to compare to plans that were rejected to show corrections.                                      | Will comply. After drawings are marked up by reviewers and require corrections, SagesGov allows the application to upload revised drawings and replace drawings from the previous review cycle. SagesGov keeps track of previous and revised drawings and allows comparison and overlay of drawings using our integrated Bluebeam Revu solution.   |
| Send notifications to citizen or contractor that reference issues with permit request or status of the submitted permit.                     | Will comply.   |
| Provide workflows for permit processing and/or plans review.   | Will comply. SagesGov has a comprehensive workflow tracking system. Your jurisdiction can customize the workflow to align with your current processes. Rules can be defined for pre-action and post-action events. Automatic email notifications can be configured at various points in the workflow to provide real time information to all stakeholders in the project / case.   |
| Allow citizens to see all fees paid and unpaid that are associated with their application.   | Will comply.   |



| Allow citizens and contractors to request and schedule inspections and track status.  | Will comply. SagesGov has a comprehensive inspections module. You can define inspection sequencing rules to make sure predecessor inspections are completed prior to final inspections. You can have cut off time and configure the number of days out an inspection can be scheduled. Citizens and contractors can schedule inspections and track the progress online. |
|---|---|
| Retrieve and review plans in the field.   | Will comply. Using our integrated SagesGov Mobile App your inspectors will see all drawings that were approved using SagesGov electronic plan review, thereby eliminating the need to carry rolls of approved drawings in their trucks.   |
| Access information in "real time" utilizing laptops in vehicles.  | Will comply. Our offering comes with a Mobile App that runs on iOS, Android or Windows smartphone / tablet devices.   |
| Inquire into all activity on a project, including inspections, in the field.  | Will comply.  |
| Access contractor information in the field.   | Will comply.  |
| Print information in the field.   | Will comply.  |
| Provide Alerts/Reminders, tracking of red, yellow tags and stop work orders.  | Will comply.  |
| Print red tags from vehicles in the field.  | Will comply.  |
| Retrieve all data that has been input for permits, by type; commercial or residential, job value, surcharge fees, etc., in report form/ Ad-hoc reporting. | Will comply.  |
| Text or e-mail automated inspection requests that will be processed to correct inspector, 24 hours a day.   | Will comply.  |
| Provide system sent e-mail or text alerts for expiring permits, prior to expiration date.   | Will comply. SagesGov has a comprehensive email notification mechanism. You can configure emails based on workflow events or when statuses change. Emails prior to permit expiration can be configured to be sent prior to expiration date. We have a feature that extends the permit expiration date when certain types of inspections are scheduled and performed.    |
| Access information and all permits that have been issued to a contractor from one location.   | Will comply.  |



| Show alerts and holds for: license or insurance expiration or revocation, red tags not paid, stop work orders, duplicate permits (not closed), etc. | Will comply. |
|---|--------------|
| Report information for permitting and payment for Building Department onlynot to include all fees from all other departments.                       |              |
| Provide alerts when a commercial business that continues to operate during a remodel fails to get their final inspection.                           | Will comply. |
| Show flood zone mapping, integrated into the system; or availability to access while in the system serving customers.                               | Will comply. |
| Provide customers access to records to see that they have red tags, triple fee permitting because of work without a permit, etc.                    | Will comply. |

# **Code Enforcement**

| Village of North Palm Beach Requirement  | Sages Response  |  |  |
|--|---|--|--|
| Intuitive user interface   | Will comply. The SagesGov Mobile App user interface has been developed working closely with inspectors in the field. CE Cases can be created in the field based on geo location by tapping a map or by entering an address. We can also integrate with the property assessor's database to get owner information. CE Officers can create a new case using their location, selecting pre-defined code violations, taking pictures, and generating an inspection report with code violations, pictures and time stamps all in less than a minute. |  |  |
| Efficient (fast, easy) data entry  | Will comply.  |  |  |
| Source information identifying how the action was initiated, i.e., Code Enforcement Officer, Citizen Complaint, etc. | Will comply. We have multiple mechanisms to report cases. CE officers can report cases from the field and do the inspection all at once. Office staff can use the web application to create cases. We are also integrated with 3rd party Code Enforcement creation tools such as SeeClickFix to bring down cases from their system using Web Services.  |  |  |



| A mobile workflow to be used with mobile devices in the field (via internet or mobile app on iPad) that mirrors desktop application and its functions. | Will comply. SagesGov Mobile App on iOS, Android and Windows smartphones and tablets has identical features of the SagesGov web application. In addition, the App comes with a database on the mobile device that lets your staff work in an offline mode.  |  |  |  |  |
|--|---|--|--|--|--|
| Automatic parcel information retrieval from Palm Beach County Property Appraiser.  | Will comply.  |  |  |  |  |
| Inspection notification and workflows (Cases will have a specific action required.   | Will comply.  |  |  |  |  |
| Applications should flag cases due for follow up action daily and notify the affected inspector each day.)   | Will comply. Using the SagesGov mobile App, CE officers will be able specify if a case needs a follow up inspection and we can default the date to 2 weeks. The officer can change the date as needed. SagesGov automatically creates a follow up inspection, schedules and assigns it to the inspector for the date requested.   |  |  |  |  |
| Automatic scheduling desired.  | Will comply.  |  |  |  |  |
| Easy queries and searches by any data field.   | Will comply.  |  |  |  |  |
| Violations table which can be amended as new ordinances are passed, language changed.  | Will comply.  |  |  |  |  |
| Custom and standard reporting.   | Will comply. SagesGov comes with several standard reports. For custom reports we use SQL Server Reporting Services (SSRS).  |  |  |  |  |
| Flexible report configurations.  | Will comply. SagesGov has powerful Search capabilities besides standard and custom reports. Custom saved searches can be created by any user and exported to excel at any time. In addition, reports can be run at scheduled times and emailed as needed.   |  |  |  |  |
| Capacity for user-modifications by trained system administrator without programming skills   | Will comply.  |  |  |  |  |
| Creation and tracking of modifiable letters and forms which can include inserted attached photos   | Will comply. SagesGov has a powerful documents or letters module. You can define templates with dynamic content that pulls in information from sections of the project/case such as application forms, data forms, project status, dates etc. This allows for powerful letter definition Once a letter has been generated, it can be reviewed prior being published. We use a MS word-like editor that runs inside the browser. |  |  |  |  |
| Multiple document attachment capability  | Will comply.  |  |  |  |  |



| Code enforcement case tracking from beginning to end including complaint log, billing and hearings   | Will comply. SagesGov has a case tracker that can be customized to match your tracking criterion. From the time a case is opened to a court decision, and close out your staff can easily update the status of the case as it flow through the SagesGov system.  |  |  |  |  |
|--|--|--|--|--|--|
| Image management   | Will comply.   |  |  |  |  |
| File attachment  | Will comply.   |  |  |  |  |
| Audit Log records  | Will comply. SagesGov has a detailed audit trail of all actions that have taken place on a case. We keep track of the person who performed the action, the date it was performed, any document that was generated like NOV etcomments that were entered and emails if any that were sent as part of that action. |  |  |  |  |
| Online citizen access  | Will comply.   |  |  |  |  |
| Property owner registration for vacant properties  | Will comply.   |  |  |  |  |
| International Property Maintenance Code  | Will comply.   |  |  |  |  |
| Perform SQL queries on the data as needed utilizing an open database format.   | Will comply. SagesGov is hosted on Microsoft Azure and uses a SQL Server database. You can create SSRS reports using SQL queries to extract data from the SagesGov database.   |  |  |  |  |
| I. Case management- Software platform will allow code enforcement inspectors a solution to manage cases of various code enforcement processes: | Will comply.   |  |  |  |  |
| Automatic generation of workflow based upon<br>code enforcement process type.  | Will comply.   |  |  |  |  |
| • Choice of parcel data and owner lookup through GIS integration (tax records, maps) and previous case lookup tables.                          | Will comply.   |  |  |  |  |
| Capacity to edit owner information and add/list multiple owners and occupants.   | Will comply.   |  |  |  |  |
| Automatically add "lookup information" to the case.  | Will comply.   |  |  |  |  |
| Automatically assign case numbers to new cases (Not optional).   | Will comply.   |  |  |  |  |



| • Automatic inspection and re-inspection scheduling with reminders automatically sent.   | Will comply.  |
|--|---|
| • Ability to create daily and weekly task lists for code enforcement activities.   | Will comply.  |
| • Provide revisable drop-down lists to assign pertinent information to cases.  | Will comply.  |
| • Provide databases of inspections with spatial attribute data and other information required. Software should record X and Y information at time of creation.                   | Will comply.  |
| • Provide easy access to previous case history. It is desirable that closed cases and associated case information are able to be viewed on the map or a quick search             | Will comply.  |
| II. Letter Generation and Management – Software platform will provide code enforcement inspectors an automated solution to generate and manage various code enforcement letters: |   |
| • Automatic generation of various preformatted code enforcement letters based upon case types with case content insertion including photos.                                      | Will comply.  |
| • Automatic content insertion of case information into letters.  | Will comply.  |
| • Letter editing capability via Microsoft Word or simple editor.   | Will comply.  |
| • Ability to reprint previously sent letters and to maintain a copy for the case record.   | Will comply.  |
| • Ability to update owner and parties of interest letters and reprint letters while maintaining previous case history.   | Will comply. This will require that staff has to reopen the document or NOV, change owner and reissue the document. We keep track of these activities in our audit trail. |
| Ability to enter certified letter information and verify that cases have been properly served.   | Will comply.  |
| Ability to create letter formats in pdf and other email friendly formats.  | Will comply.  |
| • Ability to store letters in print queue for batch printing jobs.   | For printing we recommend using the capabilities in desktop computers to queue print jobs.  |



| • Letter templates easily modified and created by internal staff.  | Will comply.  |  |  |  |
|--|---|--|--|--|
| Capability of electronic signatures on letters.  | Will comply. SagesGov is integrated with DocuSign. This is an add on module.  |  |  |  |
| III. Parcel Data Lookup – Software platform will allow code enforcement officers a solution to access and manage constantly changing property information:   |   |  |  |  |
| • Automatically look up owner information from parcel database when new case is entered into system.   | Will comply.  |  |  |  |
| Ability to edit and update parcel data then create a new data record to be stored in an update lookup table.   | SagesGov uses REST based web services to validate addresses and obtain owner / parcel data. We do not store parcel data in our database. By going to the source of Parcel data, we are always sure of the latest parcel data even if it is constantly changing. |  |  |  |
| Automatically looks up various parcel attribute<br>data such as land use and others.   | Will comply.  |  |  |  |
| Automatically import additional owner information mailing information into the system from text file. This includes taxpayer, mortgage company, water billing info, etc. Demonstrate how it will link. | SagesGov uses REST based web services to validate addresses and obtain owner / parcel data. We do not store parcel data in our database. By going to the source of Parcel data, we are always sure of the latest parcel data even if it is constantly changing. |  |  |  |

| Village of North Palm Beach Requirement   | Sages Response   |  |  |  |
|---|--|--|--|--|
| IV. Reporting – Software platform will allow code enforcement inspectors and management team a solution to generate various code enforcement reports: |  |  |  |  |
| Ability to create listings of overdue letters and inspections.  | Will comply.   |  |  |  |
| Ability to create and run standard reports along with customized reports.   | Will comply.   |  |  |  |
| Ability for internal staff to write custom reports.   | Will comply. SagesGov supports SQL Server<br>Reporting Services (SSRS) for custom reports. Staff<br>can use this Microsoft tool to write custom reports. |  |  |  |
| Ability to create graphical charts and graphs summarizing code enforcement information.   | Will comply.   |  |  |  |



| Ability to export query information to Excel.  | Will comply.  |  |  |  |  |
|--|---|--|--|--|--|
| Ability to email reports in PDF format.  | Will comply.  |  |  |  |  |
| Map queried case information.  | Will comply.  |  |  |  |  |
| Scheduled reports for automatic delivery via e-mail.   | Will comply.  |  |  |  |  |
| V. Photo and Document management – Software platform will allow code enforcement inspectors a solution to manage photos and other documents associated with cases: |   |  |  |  |  |
| Ability to upload and associate videos, photos, etc. with code cases and violations.   | Will comply. Please note that the ability to upload videos into cases is currently not available. If this ability is important for the Village, we are willing to revisit this and discuss building this feature as part of our product roadmap.  |  |  |  |  |
| Unlimited file size support.   | Each file uploaded for a project/case must be less than 500 MB in size. In our experience, 500 MB size limit for a file is more than sufficient. Additionally, allowing files larger than this does not deliver an optimal experience for users of the system - large files are very unwieldy to work with and require significant bandwidth/machine infrastructure for each staff user (whether they are in their offices or out in the field on their mobile devices/phones). |  |  |  |  |
| • Unlimited number of photos per case.   | Will comply.  |  |  |  |  |
| Simultaneous upload of multiple photos.  | Will comply.  |  |  |  |  |
| Ability to upload scanned and other documents to code cases and violations.  | Will comply.  |  |  |  |  |
| Ability to add notes regarding imported documents.   | Will comply.  |  |  |  |  |
| Ability to incorporate documents into case reports and letters.  | Will comply. SagesGov allows documents to be uploaded to a case. These documents can be made available in the final zip file generated for each case. If the Village is looking into inject content from other documents into reports/letters that are generated in SagesGov, our system allows a copy-paste of the desired content into designated areas of the application. Once the content has been captured this way, it can be made part of reports/letters.              |  |  |  |  |
| Secure cloud storage of uploaded case documents.   | Will comply.  |  |  |  |  |
| Ability to upload pictures during field use.   | Will comply.  |  |  |  |  |



| • Ability to support general documents accessible outside of a case, i.e., code book PDF, etc.  | Will comply.  |
|---|---|
| VI. GIS Integration and Embedded map - System will allow code enforcement officers a solution to incorporate and map existing GIS data. System should have a GIS Map component included in the software. System should also include the following:  • Validation of address for new case processes.  • Owner address lookups.  • Query parcel information by owner name.  • Auto-populate information into cases based upon geographical location utilizing integrated GIS layers such as code enforcement areas, flood zones, etc.  • Automatically assign cases to code enforcement officers based on geographical location.  • Ability to utilize GPS on a tablet in the field to create cases from the map.  • Ability to add notes on the map or to each parcel that is not related to a specific case.  • Ability to hover over GIS information and see relevant fields in popup. | Will comply. Most of the features requested in the list on the left-hand-side are available in SagesGov. The following features in the list are not available today:  - Ability to add notes on the map or to each parcel that is not related to a specific case.  - Query Parcel Information by Owner Name (Note: The same information can, however, be obtained via a slightly different mechanism users can click the parcel on a map and will be able to visualize Owner and other relevant information about that parcel)  Also, please note that the list of features requested here will depend very heavily on what kind of data is available in either the Village's GIS system or Palm Beach County's GIS system. |
| VII. On-line Citizen Access - System will allow citizens to file complaints and track status:  • Filing complaints on-line.  • Easy access for citizens to track status of complaints.  • Capability for citizens to upload photos, videos, etc.  • Ability to notify inspectors of on-line complaints filed by citizens.   | Will comply. Please note that the ability to upload videos into cases is currently not available. If this ability is important for the Village, we are willing to revisit this and discuss building this feature as part of our product roadmap.  |
| VIII. Public Nuisance Abatement – System will provide the code enforcement with a solution to manage enforcement and remediation of public nuisance cases:  • Automatic scheduling of property inspections and reinspections.  • Contractor Information and costs.  • Creation of invoices and other documentation required for the lien/billing process.   | Will comply.  |
| Data Migration - Ability to migrate information from the internal database currently in use by code enforcement.  | We have a standard data loader that can be used to load code enforcement data into SagesGov. However, this is something that we provide as a service to ensure that data integrity is maintained during the migration process.  |

## **General Questions**

| Village of North Palm Beach Requirement  | Sages Response  |  |  |  |  |
|--|---|--|--|--|--|
| What are Minimum Bandwidth Requirements?   | Assuming a total of around 20 users in the Village, we recommend the bandwidth to be at least 200 MBPS  |  |  |  |  |
| What are Maximum Bandwidth Requirements?   | None  |  |  |  |  |
| How many sites do you have for emergency backup /data recovery in case the main server goes down? Where is the backup located?   | Our product SagesGov is hosted on Microsoft Azure and uses all the latest products and technologies available on the Windows stack. We use SQL Azure database and have built our product using Microsoft .NET.  |  |  |  |  |
|  | Data can be imported into SagesGov using our standard data migration tool. Data from current Village of North Palm Beach systems can be exported to a format that we will share with the village, and this can be imported into SagesGov.   |  |  |  |  |
|  | For Data export, we have a very powerful Search feature that will allow the village to Search and export data as needed into Excel spreadsheets. We also have the capability of exporting all the files that were uploaded to SagesGov. In addition, we have an optional FTP module that transfers completed Zip files via a secure FTP to the Village of North Palm Beach's IT network. Additionally, we have a powerful ad-hoc reporting environment which allows the authoring and execution of Custom Reports using Microsoft Report Builder and SQL Server Reporting Services (SSRS). Data in reports authored in the reporting environment can be exported into Excel, PDF, Word, or other formats. |  |  |  |  |
| How frequently do maintenance periods occur? If there is downtime, how long does the downtime last (on average?) At what time of the day/week does scheduled maintenance normally occur? | For the SagesGov web application, maintenance involving bug fixes and/or performance improvements is usually performed once a month on the last Thursday of the month. For the SagesGov Field Assistant mobile application, maintenance is usually performed once per quarter. All scheduled maintenance activities are performed outside business hours to minimize impact on users. In a lot of instances, maintenance does not involve downtime. When scheduled downtime is necessary, the duration for the downtime is usually averages 1 hour.   |  |  |  |  |
| What kind of software uptime do you guarantee?   | We target an uptime of 99% for our services.  |  |  |  |  |

|   | However, we would like to note that our track record has been much higher than 99%.   |  |  |
|---|---|--|--|
| If the contract is terminated, will the Village have access to download our data for our own use? What other options does the vendor supply for the client in-order to obtain the data? (i.e., transferring data to an external hard drive and shipped to the client) | Should the contract be terminated, the Village will have access to your data. We can transfer the data to a cloud drive / online location for download or we can ship a thumb drive to the Village.   |  |  |
| What is the timeline for implementation after receipt of order?   | We usually kick off the project/implementation within a week of receiving the order. We have proposed a 6 month go-live timeline/schedule. This includes requirement gathering, setup/configuration, data migration, integration, training, user acceptance testing, go-live planning, go-live and stabilization.   |  |  |
| How are software upgrades handled? Are they included in the annual maintenance agreement?   | We usually issue two software upgrades a year which includes new features and performance improvements. Any upgrades made to our standard offerings are automatically made available to the Village (and all other customers) without any additional cost.  |  |  |
| The Village requests on-site training, however web training may be substituted if needed.   | We highly recommend a remote training model. We have seen that the remote training model has been extremely effective and has been a very cost-efficient and judicious use of everyone's time. Remote training has been included in the current cost proposal. If the Village still desires us to perform training on-site, we will be glad to provide an estimate based on the duration of the training. |  |  |



# F Implementation Schedule

Please see below the schedule of work for the Village of North Palm Beach.

- Stage 1 Finalize Business Processes requirements for Permitting and Inspections software.
- Stage 2a Setup SagesGov product for the village and work on ESRI and Tyler Munis Integration.
- Stage 2b Configure Workflows, Applications, Emails and Checklists in SagesGov
- Stage 2c Data Migration from Legacy systems, Configure Roles and Users in SagesGov.
- Stage 3a End-to-end Testing and Integration testing.
- Stage 3b Setup and install Bluebeam Revu tool on Reviewers machines.
- Stage 4 Training
- Stage 5 UAT
- Stage 6 Go-Live
- Stage 7 Post Go-Live Support

Table 1: Estimated start and finish for each step

| Stage | Month 1 | Month 2 | Month 3 | Month 4 | Month 5 | Month 6 | Month 7 |
|-------|---------|---------|---------|---------|---------|---------|---------|
| 1     |         |         |         |         |         |         |         |
| 2a    |         |         |         |         |         |         |         |
| 2b    |         |         |         |         |         |         |         |
| 2c    |         |         |         |         |         |         |         |
| 3a    |         |         |         |         |         |         |         |
| 3b    |         |         |         |         |         |         |         |
| 4     |         |         |         |         |         |         |         |
| 5     |         |         |         |         |         |         |         |
| 6     |         |         |         |         |         |         |         |
| 7     |         |         |         |         |         |         |         |

\*\*\* Please note that the cost proposal is based on a 6-month engagement from kick-off to go-live. Dedicated Project Manager and Core team resources are available from our company during this 6-month period. SaaS Subscription billing will start at the end of the 12-week period.

### Startup

The implementation of the software will be initiated with a Kick-off meeting. This meeting will be with all the stakeholders at the village and in our company. The initial meeting will serve to introduce our team to the village's stakeholders and vice-versa. Our company will also do a high-level presentation of the project plan and cover key aspects of our implementation methodology. Our company will discuss the Scope of Work which would have been mutually established and agreed to by that point in time. This meeting will serve to introduce the Project Manager from our company to the village and will also serve to meet the village's Project Manager. Once we go past the general kick-off meeting, we expect subsequent meetings to involve smaller groups of people and consist of breakout sessions with a focus on accomplishing specific goals.



### **Implementation**

We will establish a mutually agreed-upon project plan and identify specific tasks and resources necessary to deliver items in the Statement of Work. This will include a hierarchical work breakdown structure, including task dependencies, schedules, deliverables, and resource assignments.

Our implementation plan for providing the services to the Village of North Palm Beach will include bi-weekly meetings. Each meeting will cover the progress made by our team over the past two weeks and goals for the week ahead. Meeting minutes will be maintained and emailed to the Project Manager at the village and to all relevant stakeholders. Any issues identified over the course of the week will be addressed during the meeting and forwarded to the Project Manager as required. Project's status reports (biweekly) will provide clear ongoing communication to stakeholders concerning the state of the project.

### **System Configuration, Data migration & Integration**

As a first step, our experienced project team will work with you to understand the current Business Processes at the Village of North Palm Beach. We will provide a requirements template to help the village finalize its requirements. We will also work with your subject matter experts and business analysts to finalize your workflow requirements.

Our experience allows us to recommend to the village best practices we have established and implemented at other agencies, cities, and counties through our solutions. You stand to benefit from the knowledge that we bring of what has worked well in situations like yours. After evaluating our recommendations in the unique context of your business processes, you can make the decision to modify your workflows in the manner and to the extent you see fit. The deliverable for this stage of the project will include documenting the requirements gathered from the village's stakeholders of the Business Processes that are to be modeled in the SagesGov system.

In the second step we will provide Professional Services to integrate with the village's ESRI system and Tyler Munis systems. We will work with the village's Business Users and IT/Software Engineering team to determine the specifics for this integration.

In the third step, we will provide Professional Services to set up the village's Business Processes in the SagesGov product. We will also set up the Roles in your organization, set up accounts for Staff Users, and assign appropriate roles to each staff user. Additionally, this step will involve configuring the templates for Emails/Notifications that will be sent by the system, Documents/Letters generated at key points in the lifecycle of a project/case and Checklists/Predefined comments that can be made available to Reviewers at key points in time. We will configure SagesGov jointly with the village 's IT/Power Users/Administrators so that they become very familiar with the powerful yet easy-to-use admin features of the SagesGov product. This joint activity will allow the village to depend on its IT/Administrators when it needs to perform any additional configurations in the SagesGov product in the future.

We understand that the Village of North Palm Beach would like to migrate data from its current legacy systems. Our team will work with the village throughout the data migration process. We have a data loader tool that we would like to propose to the Village of North Palm Beach. This will allow the village to export data from its current database in the format that works for our data import tool. This approach saves the village time and money with data migration.

### **Configured SaaS Solution Ready for Test**

The fourth step of the implementation focuses on allowing the village's users to test and ensure that the SagesGov solution has been configured with the correct Business Processes, Roles and Users etc.



The Village of North Palm Beach users will be able to access the SagesGov website via modern browsers (Chrome, Edge, Firefox, or Safari). The SagesGov website works in conjunction with the Bluebeam Revu Tool that will be installed on town Staff Users' desktops. We will work with the village's IT team by providing them the package for the installation and providing them with the information regarding CPU, Memory and Network specifications necessary for the Bluebeam Revu tool to work. We expect the installation of Bluebeam Revu Tool itself to be done by the village's IT department in accordance with city policies.

### Training

Sages Networks will develop a training plan that includes the following Training Classes, Training Schedule, Training Roles & Responsibilities, Training Environment, Training Material and Training Log to track completion of Training. Sages Networks will provide relevant training material based on the village's configuration of the SagesGov solution. Training material will include participant workbooks and e-learning guides.

### **Go-Live and Stabilization**

### Steps for a successful go-live:

- a. The SagesGov solution will be made available to the village to perform User Acceptance Testing (UAT). UAT will be performed by the village and all issues identified will be addressed (issues will either be resolved, or a consensus will be reached among the village's and our company's team members that resolution of issues will either be deferred to a later date or considered not necessary based on the non-critical nature of the issue or based on the availability of workarounds etc.).
- b. The final configuration of the SagesGov solution for the village will be loaded into the production environment by our team.
- c. We will run the final round of data migration from the village's legacy permitting system.
- d. The city will have performed a marketing campaign to let its customers know about the SagesGov solution and the date that the solution will go-live.
- e. Our company will provide the village's IT team with the link to the village's portal page in the SagesGov solution. On the day of the go-live the village's IT team will place the link to the SagesGov solution on the village's website. This link will allow the village's customers to navigate to the correct portal page in the SagesGov system.
- f. In tandem with the link to the portal page being placed on the village's website, we will activate the village's portal page in the SagesGov system.

**Contingency Plan/Backout Strategy:** If the go-live must be delayed, the following steps will be taken to ensure that the situation is handled in an orderly manner:

- a. The City's IT team must remove the link that they placed on the village's website to the village's portal page in the SagesGov solution. This will prevent new users from erroneously navigating to the village's SagesGov portal page.
- b. Our company will disable/inactivate the City's Portal page on the SagesGov system.
- c. A message will need to be placed by the City's IT team on the village's website to keep the village's customers in the loop regarding the delay.
- d. The city must reach out to its customers who were previously sent marketing messages regarding the go-live and let them know of the delay.



# G. References

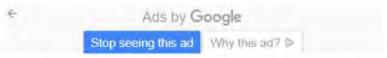
| Jurisdiction                        | Contact   |
|-------------------------------------|---|
| Boynton Beach FL                    | Adam Temple, MBA, CFM Director of Development Development Administration 100 E. Ocean Ave, Boynton Beach, Florida 33435 561-742-6121 TempleA@bbfl.us  |
| Jacksonville Electric Authority, FL | Deanna Davis, P.E. Manager, Development Direct: 904-665-8451 davidl@jea.com   |
| City of Marietta GA                 | Mark Rice, CBO MCP Director of Public Works City of Marietta (770) 794-5651 mrice2@mariettaga.gov   |
| Fayette County GA                   | Steven P. Tafoya – MCP, CBO Director / Building Official Fayette County Department of Building Safety 140 Stonewall Avenue West, Suite 201 Office: 770-305-5127 Fax: 770-305-5212 stafoya@fayettecountyga.gov |
| Pitkin County CO                    | Alex Sanchez Community Development Analyst Pitkin County Community Development W: 970-920-5525   C: 970-355-5068 Alex.Sanchez@pitkincounty.com  |



https://www.bocaratontribune.com/bocaratonnews/2022/03/city-of-boynton-beach-successfully-completes-implementation-of-new-e-permitting-and-inspection-software/



# City of Boynton Beach Successfully Completes Implementation of New E-Permitting and Inspection Software



The City's Development Department has completed the implementation and launch of SagesGov, an epermitting software program that offers increased functionality and streamlined services, resulting in a quicker and more efficient permitting process for both users and City staff.

Residents, contractors and design professionals now enjoy a wide array of upgrades that make it even easier to do business with the City, such as online submissions of application forms, comprehensive permit tracking, online payment, real-time communication of inspection results, and improved inspector customer service. From major development



permits to home renovations, this time saving software keeps users informed throughout the process by sending automated emails for submittals, payments, required documents, plan review status, inspection results and various project progress updates.

Since all permit applications are now required to be submitted electronically, the City rolled out quarterly Building in Boynton virtual training webinars to provide step-by-step instructions on how to utilize the system and to answer customers' questions in real time.

"The SagesGov platform has simultaneously improved our customers' experience while lowering current permit processing times by 25 days on most permit submittals," said the City's Development Director Adam Temple. "In addition, since the system is online only and available 24/7, we have reduced our use of paper and the need for customers to make the trip to City Hall, both benefits which are in line with the City's Sustainability initiatives."

For more information on this software, or for feedback and questions about the permitting process, call the City's Development Department at 561-742-6350.



From: Steve Tafoya <stafoya@fayettecountyga.gov>

Sent: Tuesday, March 20, 2018 8:31 PM

To: Nandan Naik
Cc: Harish Krishna
Subject: Nandan Naik

To Whom It May Concern,

I have had the pleasure of working with Mr. Nandan Naik for the past couple years. He has been an instrumental part of our Sages successful implementation. This includes several key areas such as data migration, report conversion, the integration of Sages with our Tyler Munis financial system for payment imports and most recently the ESRI/ArcGIS Online integration for our Addressing module and Parcel validation. Nandan works on many of the core modules that we have purchased separately to meet our individual business needs as well as features already on the Sages roadmap. Nandan is always a pleasure to work with no matter how difficult the situation he is presented and I know when he is working on an issue or new feature that it will be completed correctly and in a timely fashion. It does not matter how big of a challenge he is presented on a support call or to help satisfy a business need he remains composed and eager to help. He has the support of his team and everyone he works with. Please feel free to contact me if you have any questions in regards to this fine individual.

Regard,

### Steven P. Tafoya

Assistant Director / Assistant Building Official MCP - Master Code Professional
Fayette County Department of Building Safety 140 Stonewall Avenue West, Suite 201
Office: 770-305-5127 Fax: 770-305-5212

stafoya@fayettecountyga.gov





Bruce Bishop City of Marietta 205 Lawrence Street Marietta, GA 30060

March 21, 2018

### To Whom It May Concern:

Our city implemented the Sages Online Portal for Site Plan Review over 12 months ago. The solution works well and, in fact, is being expanded to cover permits and inspections in the next 12 months. Our employees selected this solution because of its ease of use for staff, citizens and contractors as well as the flexibility for integration with other products such as financials and existing permit records software. The solution was managed centrally by the IT department, but required collaboration with multiple departments, including Building Permits, Engineering, Planning and Zoning, Fire, Electric and the Water department. Sages staff were responsive to modifying the project as scope was redefined during the project. Mr. Harish Krishna with Sages worked closely with me to define a project plan and he met every milestone during the project. He is very detailed oriented and communicated often and efficiently during the course of the project. Mr. Krishna continues to work with me on future plans for our city.

Sages resources were also tasked with implementing their solution to fit to our business processes. The training was customized to our processes, workflow and user needs. The training was a difficult endeavor and they were flexible with our requests to ensure every that they hit each department's training needs. Sages continues to coach our users on the capabilities of the product after our go live date has passed.

We highly recommend the Sages product and team for Plan Review and Permits. If you would like to contact me for further discussion please feel free to do so.

Sincerely,

Bruce Bishop

Deputy Director of I.T.

770-794-5551 | bbishop@mariettaga.gov

Bure B. Bilys



#### Village of North Palm Beach - Online Permitting, Planning, Code Enforcement and Licensing Software Solution



DEPARTMENT OF PUBLIC WORKS

205 Lawrence St NE P.O. Box 609 Marietta, GA 30061-0609 (770) 794-5650 Fax (770) 794-5585

March 19, 2018

To Whom It May Concern:

I have worked with Harish and the sages team since our RFP for new permit software was issued about a year ago. Since that time, Harish and his team has analyzed our needs in the Building Inspections Division and adapted his software to meet those needs. They were also very responsive to training our staff and setting up our required business rules into their software system.

Sages is very adaptive for those users that may become power users and Harish and his team works very well with those users to allow them to make configuration changes as needed or required for maintenance of the application.

I am very pleased with the overall operation and implementation of the Sages software and would highly recommend it to any agency.

Please let me know if you have any questions.

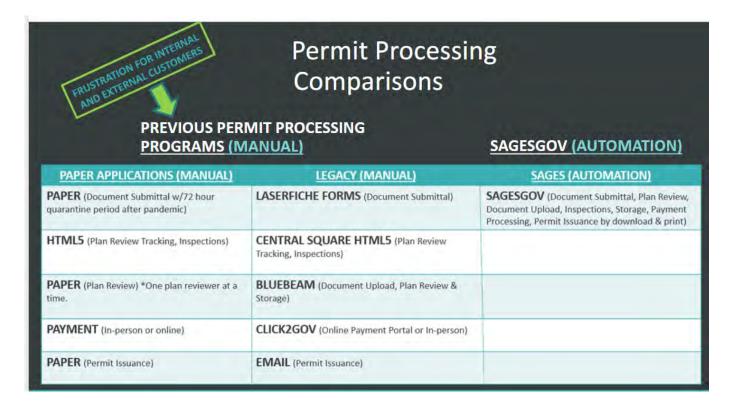
Sincerely,

Mark Rice CBO MCP Chief Building Official



This is from the presentation to the City of Boynton Beach Council in 2022

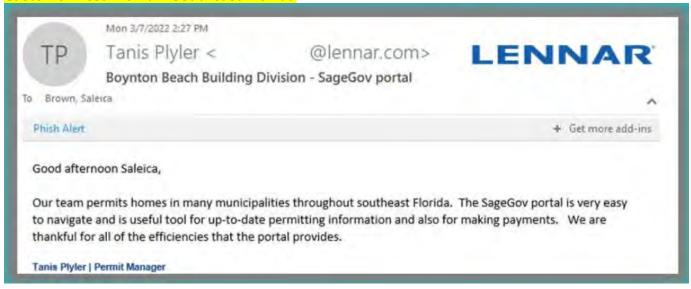
# Average Turnaround Time Single Discipline Applications Legacy - Manual System Data Sample (February 1-15, 2021) Data Sample (February 1-15, 2022) Data Sample (February 1-15, 2022) Applications Average 35 days from submittal to issuance Average 10 days from submittal to issuance

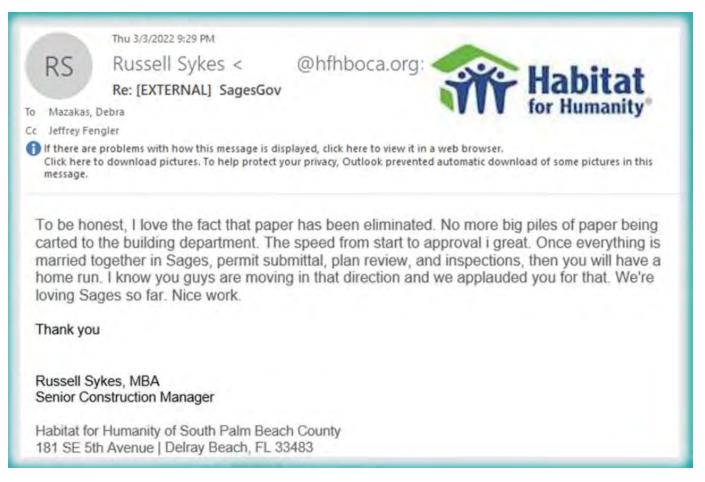




#### Village of North Palm Beach - Online Permitting, Planning, Code Enforcement and Licensing Software Solution

#### **Customer Testimonial - Southeast Florida**







# H. Cost of Services

Table 1: Annual Subscription Costs: SagesGov Electronic Plan Review, Permitting, Business License and Mobile Inspections software for Building, Code Enforcement, Fire and Zoning

|      | Mobile Inspections software for Building, Code Enforcement, Fire and Zoning  |                     |                              |                                       |  |
|------|--|---------------------|------------------------------|---------------------------------------|--|
| Item | Description  | Quantity            | Unit<br>Price                | Line<br>Total                         |  |
| 1    | <ul> <li>SagesGov Plan Reviewer Subscription that includes the following modules:</li> <li>Public Portal, Role based system, Online Submission of drawing files, supporting documents, Intake, Routing, Electronic Plan Review, Markup Management, integrated with Bluebeam Revu, Markup, Comparison, Overlay, Checklists, Predefined Comments, Meetings, Notices, Emails &amp; Alerts, assign coordinators, Assign Reviewers, Manage Reviewer workloads, Custom application and data forms, auto add Reviews, Generate custom plan review reports, History, Search, User Dashboards, Standard Reports and Administration module.</li> <li>Technical Support, Maintenance &amp; Upgrades</li> </ul>  | 6 Regular<br>users  | \$2880 per<br>user /<br>year | \$17,280<br>/ year<br>for 6<br>Users  |  |
| 2    | <ul> <li>SagesGov Field Assistant -Permit Tech, Code Enforcement,</li> <li>Mobile Inspections Subscription that includes the following modules:         <ul> <li>Public Portal, Role based system, Licenses, Permits and Certificates, Mobile Application for Android and iOS devices such as iPad and smartphones, Inspection App has store and forward database (does not need internet connection always) Inspection dependency rules, Auto Add Inspections, Auto Roll Inspections, Business Rules for Scheduling such as cut off time, weekends etc. Inspections actions such as schedule, reschedule, cancel, roll, approve, disapprove, approve as noted, roll, auto-add reinspection fees and transfer inspections. Custom application and data forms, History, Search, User Dashboards, Standard Reports and Administration module</li> <li>Technical Support, Maintenance &amp; Upgrades</li> </ul> </li> </ul> | 12 Regular<br>users | \$1728 per<br>user /<br>year | \$20,736<br>/ year<br>for 12<br>Users |  |
| 3    | Functional Support after Go Live<br>(minor configuration changes to application forms, emails,<br>workflows, plan routing rules, checklists, how-to questions, login<br>questions, file upload questions etc.)   | 5 hours /<br>month  | \$1000 /<br>month            | \$12,000<br>/ year                    |  |
| 4    | <ul> <li>External User License:</li> <li>Citizens, Designers, Architects, Builders and Engineers</li> </ul>  | Unlimited           | \$0                          | \$0                                   |  |
| 5    | <b>GIS Integration:</b> Integration with ESRI ArcGIS online for address validation (geocoding) and loading map in SagesGov maps tab using ESRI REST Web services. <i>Note</i> : We would like to integrate with Palm Beach County's GIS directly rather than via a land file. Hence, we need a GIS feature layer exposed to us by the county which we can query.   | 1 Module            | \$2,250 /<br>year            | \$2,250 /<br>year                     |  |
| 6    | <b>Forte Payment Gateway Integration:</b> This is for online Fee payment using SagesGov - Forte.   | 1 Module            | \$1,950 /<br>year            | \$1950 /<br>year                      |  |
| 7    | <b>Tyler Munis Integration</b> using a flat file upload approach. SagesGov will map Fees to GL codes and generate a file containing all Fees collected for the day that staff can import into Tyler Munis.   | 1 Module            | \$2350 /<br>year             | \$2350 /<br>year                      |  |



#### Village of North Palm Beach - Online Permitting, Planning, Code Enforcement and Licensing Software Solution

| 8 | <b>Data Migration:</b> Data Migration from current Munis system to SagesGov using the standard template provided by SagesGov and using our standard data loader (cost prorated cost over 5 years) | 1        | \$5350 /<br>year | \$5350 /<br>year |
|---|---|----------|------------------|------------------|
|   | Total:  | \$61,961 | per year for 18  | 3 Users          |
|   | Annual Subscription start 12-weeks from kick off  | kick off |                  |                  |

Table 2: What is included in the SagesGov Annual Subscription?

Cost of Hardware, Server Software, Database software and Hosting Costs in the **Microsoft Azure Cloud**.

Cost of Storing Drawing files and project documents.

Cost of Personnel to manage Azure Cloud Infrastructure such as Servers, Network, Hardware, Storage and keep them up to date.

Costs to handle software development, upgrades and patches to the SagesGov product every 6 months.

Cost of Personnel to Manage backup and disaster recovery in the Azure Cloud.

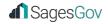
Costs of Rent, Power, Air Conditioning and other Microsoft data center costs pertaining to the Azure Cloud.

Table 3: One Time Professional Services Costs: Initial Setup, Configuration,
Data Migration, Training, UAT & Go Live

| Item | Description  | Quantity    | Unit Price          | Line Total |
|------|--|-------------|---------------------|------------|
| 1    | <b>Service</b> : SagesGov Base Setup and Configuration, Disciplines, File Type, Users and Roles  | 1           | \$7500              | \$7,500    |
| 2    | <b>Service</b> : Setup Workflow processes, Application forms, Emails, Alerts and Notices for COA, Checklists, Plan Review Reports, Permit document, Inspection ticket & CO report  | 4           | \$4500 /<br>process | \$18,000   |
| 3    | <b>Training:</b> SagesGov & Bluebeam Revu Training 4 hours per session. [With a maximum of 12 users per session] We use the train-the-trainer model that makes Village of North Palm Beach staff proficient in SagesGov and they can then teach other members of your Village. | 2 sessions  | \$1750 /<br>session | \$3,500    |
| 1    | <b>Professional Services</b> during requirements gathering, workflow analysis, translating requirements into technical specs, project management, UAT support & go live  | 60 hours    | \$200 / hour        | \$12,000   |
| 5    | <b>Travel:</b> 3-day onsite visit to Village of Palm Beach, includes airfare from ATL, travel, government rate lodging and boarding per person.  | 1 trip      | \$1,650 / trip      | \$1,650    |
| 7    | <b>Product: Bluebeam Revu Standard Edition -</b> For each Plan Reviewers desktop   | 6 Licenses  | \$549 / seat        | \$3,294    |
| 3    | <b>Data Migration from Munis -</b> Please see prorated cost over 5 years in Table 1  |             |                     |            |
|      | Total  | \$45,944 (o | ne time)            |            |

Table 4: Software Subscription, Technical Support, Maintenance, Functional Support & Professional Services for 5 years

| Year | Software Subscription,<br>Technical Support and Maintenance | Functional Support | Professional<br>Services | Total     |
|------|---|--------------------|--------------------------|-----------|
| 1    | \$49,916  | \$12,000           | \$45,944                 | \$107,860 |
| 2    | \$49,916  | \$12,000           |                          | \$61,916  |
| 3    | \$49,916  | \$12,000           |                          | \$61,916  |
| 4    | \$49,916  | \$12,000           |                          | \$61,916  |
| 5    | \$49,916  | \$12,000           |                          | \$61,916  |



#### Village of North Palm Beach - Online Permitting, Planning, Code Enforcement and Licensing Software Solution

**Table 4: Optional Modules and Other Professional Services** 

| Item | Description  | Quantity | Unit<br>Price   | Line<br>Total |
|------|--|----------|-----------------|---------------|
| 1    | Additional Training over a period of 1 year: This includes: Instructor led Hands on Training; Follow up training after Go Live; Hands on training in Live scenarios; Workshop for Citizens & Builders; Multiple Training Paths based on Role.    | TBD      | \$250 /<br>hour | TBD           |
| 2    | Professional Services  5-50 hours additional professional services - \$225 / hour 51-100 hours additional professional services - \$200 / hour 101-150 hours additional professional services - \$175 / hour 151+ hours and above - \$150 / hour | TBD      | TBD             | TBD           |
| 3    | Bluebeam Revu Annual Maintenance   | 6 seats  | \$105 /<br>seat | \$630         |

# **Required Documents**

I. Proposer's Certification (Exhibit B). J. Public Entity Crimes Statement (Exhibit C) K. Confirmation of Drug Free Workplace (Exhibit D) L. Scrutinized Vendor Certification (Exhibit E) M. Conflict of Interest Disclosure



# VILLAGE OF NORTH PALM BEACH HUMAN RESOURCES DEPARTMENT

TO: Honorable Mayor and Council

THRU: Andrew D. Lukasik, Village Manager

FROM: Renee Govig, Director of Human Resources & Risk Management

DATE: July 14, 2022

SUBJECT: RESOLUTION - Property, Casualty and Workers' Compensation Insurance

for Fiscal Year 2021

The Village's property and casualty coverage, as well as its workers' compensation insurance coverage, is set to expire on September 30, 2022. The current providers for each coverage are listed below:

| Coverage            | Current Provider                  | Agent / Broker          |
|---------------------|-----------------------------------|-------------------------|
| Property & Casualty | Public Risk Management of Florida | First Florida Insurance |
|                     | (PRM)                             | Brokers (FFIB)          |
| Workers'            | Public Risk Management of Florida | First Florida Insurance |
| Compensation        | (PRM)                             | Brokers (FFIB)          |

The Village Requested that Gehring Group obtain quotes for all lines of coverage (property, casualty, workers' compensation) for Fiscal Year 2023. The Village also requested a like proposal from FFIB.

The Village did not receive quotes from the Gehring Group for these lines of coverage. FFIB submitted a proposal that minimizes cost to the Village; however, it requires that the Village accept the proposal prior to July 30, 2022 so that the rates can be locked in. A cost summary is provided in the table below:

|                       | FY       | FY 2022   |          | 2023 (*)  |
|-----------------------|----------|-----------|----------|-----------|
| Coverage              | Provider | Cost      | Provider | Cost      |
| Property & Casualty   | PRM      | \$399,135 | PRM      | \$445,915 |
| Positional Bonds      | FFIB     | \$1,348   | FFIB     | \$1,415   |
| Fuel Tank Storage     | FFIB     | \$872     | FFIB     | \$913     |
| Workers' Compensation | PRM      | \$344,613 | PRM      | \$374,164 |
| Total                 |          | \$745,968 |          | \$822,407 |

(\*) The Fiscal Year 2023 costs for the positional bonds and fuel storage tank policies are estimated only.

The attached Resolution has been prepared and/or reviewed for legal sufficiency by the Village Attorney.

#### Recommendation:

Village Staff requests Council consideration and approval of the attached Resolution accepting the proposal submitted by First Florida Insurance Brokers to provide Property, Casualty and Workers' Compensation Insurance coverage to the Village through Public Risk Management of Florida for Fiscal Year 2023, authorizing the Village Administration to take all actions necessary to implement such coverage, and approving a waiver from the Village's purchasing policies and procedures as they relate to the procurement of insurance coverage.

## **RESOLUTION 2022-**

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA, ACCEPTING A PROPOSAL FROM FIRST FLORIDA INSURANCE BROKERS TO PROVIDE PROPERTY, CASUALTY AND WORKERS' COMPENSATION INSURANCE THROUGH PUBLIC RISK MANAGEMENT OF FLORIDA AND AUTHORIZING VILLAGE ADMINISTRATION TO TAKE ALL ACTIONS NECESSARY TO IMPLEMENT SUCH COVERAGE; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Village is currently a member of the Public Risk Management of Florida risk management and self-insurance pool for property and casualty coverage, as well as workers' compensation coverage; and

WHEREAS, Village Staff received a proposal from First Florida Insurance Brokers ("FFIB") for property, casualty and workers' compensation insurance through Public Risk Management of Florida for Fiscal Year 2023; and

WHEREAS, the Village Council determines that the adoption of this Resolution, including the waiver of any conflicting purchasing policies and procedures, is in the best interests of the Village and its residents.

NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE COUNCIL OF NORTH PALM BEACH, FLORIDA as follows:

<u>Section 1.</u> The foregoing recitals are hereby ratified and incorporated herein.

<u>Section 2.</u> The Village Council hereby accepts the proposal submitted by First Florida Insurance Brokers for property, casualty and workers' compensation insurance through Public Risk Management of Florida for Fiscal Year 2023 at a total estimated annual cost of \$822,407.00. The Village Council further authorizes and directs Village Administration to take all actions necessary to implement such coverage.

<u>Section 3.</u> All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

| Section 4. This Resolution shall take effect immediately upon adoption. |                 |        |         |  |
|---|-----------------|--------|---------|--|
| PASSED AN   | ND ADOPTED THIS | DAY OF | , 2022. |  |
| (Village Seal   | )               |        | MAYOR   |  |
| ATTEST:   |                 |        |         |  |
| VILL  | AGE CLERK       |        |         |  |



Creating Unique Risk Solutions

# VILLAGE OF NORTH PALM BEACH

PROPERTY ◆ PROPERTY TERRORISM & SABOTAGE ◆ ACTIVE SHOOTER & MALICIOUS ATTACK ◆ CRIME ◆ AUTO LIABILITY ◆ GENERAL LIABILITY ◆ WORKERS COMPENSATION ◆ PUBLIC OFFICIALS/E&O LIABILITY ANCILLARY COVERAGES

**RENEWAL INSURANCE PROPOSAL** 

OCTOBER 1, 2022 TO OCTOBER 1, 2023



| TAB | SUBJECT   | NUMBER               |
|-----|---|----------------------|
| 1   | Named Insured   | 2                    |
| 2   | PROPERTY PROPOSAL   | 3                    |
| 3   | PROPERTY TERRORISM & SABOTAGE PROPOSAL  | 7                    |
| 4   | ACTIVE SHOOTER & MALICIOUS ATTACK PROPOSAL  | 8                    |
| 5   | CRIME PROPOSAL  | 9                    |
| 6   | BOILER & MACHINERY PROPOSAL   | 10                   |
| 7   | LIABILITY INSURANCE PROPOSAL  GENERAL LIABILITY PUBLIC OFFICIALS/EMPLOYMENT PRACTICES LIABILITY AUTO LIABILITY EXCESS LIABILITY | 11<br>12<br>13<br>14 |
| 8   | Workers' Compensation   | 15                   |
| 9   | CYBER LIABILITY COVERAGE  | 16                   |
| 10  | OPTIONAL COVERAGES  POLLUTION & REMEDIATION LEGAL LIABILITY AIRPORT OWNERS & OPERATORS LIABILITY                                | 17<br>18             |
| 11  | Exposure Comparison   | 19                   |
| 12  | PRICING AND BINDING AUTHORITY   | 20                   |
|     |   |                      |

#### NAMED INSURED AND MAILING ADDRESS

Village of North Palm Beach 501 US Highway One North Palm Beach, FL 33408

This proposal contains most terms, conditions, limits and deductibles provided under the program. However, refer to the PRM Coverage Document for specific and complete terms and conditions.

## **PREPARED BY**



A BALLATOR COMPANY

100 South Ashley, Suite 250 Tampa, FL 33602

PHONE: (813) 902-3502

Fax: (813)223-3932

TOLL FREE: (866) 404-7637

|   | PROPERTY                                |                                   |  |
|---|---|-----------------------------------|--|
|   | EXPIRING<br>10/01/21 TO 10/01/22        | RENEWAL<br>10/01/22 to 10/01/23   |  |
| COMPANY   | PUBLIC RISK MANAGEMENT OF FLORIDA       | Public Risk Management of Florida |  |
| TOTAL INSURED VALUES  | \$55,648,554                            | \$59,204,504                      |  |
| DEDUCTIBLES   |   |                                   |  |
| ALL OTHER PERILS, EXCEPT:   | \$1,000                                 | ✓                                 |  |
| ALL OTHER FLOOD – PER UNIT  | \$1,000                                 | ✓                                 |  |
| FLOOD – ZONES A&V   | EXCESS OF NFIP WHETHER PURCHASED OR NOT | ✓                                 |  |
| NAMED WINDSTORM PER UNIT VALUES SHALL APPLY   | 5%                                      | ✓                                 |  |
| VALUATION   |   |                                   |  |
| PROPERTY  | REPLACEMENT COST                        | √                                 |  |
| INLAND MARINE   | REPLACEMENT COST                        | <b>√</b>                          |  |
| AUTO PHYSICAL DAMAGE  | ACTUAL CASH VALUE                       | ✓                                 |  |
| BUSINESS INCOME   | ACTUAL LOSS SUSTAINED                   | ✓                                 |  |
| COINSURANCE   | None                                    | ✓                                 |  |
| ASSOCIATION LIMITS  |   |                                   |  |
| ALL PERILS, COVERAGES AND INSUREDS/MEMBERS COMBINED — PER OCCURRENCE SUBJECT TO THE FOLLOWING SUB-LIMITS:   | \$250,000,000                           | <b>✓</b>                          |  |
| ASSOCIATION SUB-LIMITS [NOT ALL INCLUSIVE]  |   |                                   |  |
| FLOOD – PER OCCURRENCE ANNUAL AGGREGATE   | \$50,000,000                            | ✓                                 |  |
| FLOOD SUBLIMIT — ANNUAL AGGREGATE  CONTRACTORS EQUIPMENT  FINE ARTS  LICENSED VEHICLES  UNLICENSED VEHICLES | \$5,000,000                             | ✓                                 |  |
| FLOOD SUBLIMIT  PER OCCURRENCE  MISCELLANEOUS UNNAMED LOCATIONS   | \$10,000,000                            | <b>√</b>                          |  |
| ■ PER OCCURRENCE & ANNUAL AGGREGATE   | \$50,000,000                            | <b>√</b>                          |  |
| WIND/HAIL LIMIT PER OCCURRENCE NAMED WINDSTORM  | \$100,000,000                           | ✓                                 |  |
| AUTO PHYSICAL DAMAGE  ON AND OFF PREMISES  OFF THE ROAD   | INCLUDED<br>\$10,000,000                | ✓                                 |  |

✓ Per Expiring
Change from Expiring

ABOVE PROPERTY PROGRAM/PREMIUM QUOTATION SUBJECT TO CHANGE, RE-RATE AND/OR CARRIER WITHDRAWAL IN THE EVENT OF A CATASTROPHIC LOSS OCCURRING PRIOR TO OCTOBER 1, 2022 AND/OR BINDING OF PROGRAM.



|   | Property  |                                   |  |
|---|---|-----------------------------------|--|
|   | EXPIRING<br>10/01/21 TO 10/01/22                                | RENEWAL<br>10/01/22 TO 10/01/23   |  |
| COMPANY   | PUBLIC RISK MANAGEMENT OF FLORIDA                               | PUBLIC RISK MANAGEMENT OF FLORIDA |  |
| TOTAL INSURED VALUES  | \$55,648,554  | \$59,204,504                      |  |
| ASSOCIATION SUB-LIMITS [NOT ALL INCLUSIVE]  |   |                                   |  |
| ACCIDENTAL CONTAMINATION  | \$250,000/\$500,000   | ✓                                 |  |
| ACCOUNT RECEIVABLES   | Included  | ✓                                 |  |
| ANIMALS  • UNSCHEDULED ANIMALS  | \$50,000 FOR ANY ONE ANIMAL/<br>\$250,000 PER OCCURRENCE        | ✓                                 |  |
| ASBESTOS CLEAN-UP & REMOVAL (RESULTANT)   | LIMITED COVERAGE  | ✓                                 |  |
| AUTOMATIC ACQUISITION LIMIT   | \$25,000,000  | ✓                                 |  |
| AUTOMATIC ACQUISITION LIMIT FOR  • VEHICLES  • SPECIAL FLOOD HAZARD AREAS  BUILDING ORDINANCE | \$10,000,000<br>\$10,000,000 ANNUAL AGGREGATE                   | ✓<br>✓                            |  |
| UNDAMAGED PORTION OF BUILDING   | INCLUDED  | <b>✓</b>                          |  |
| BUSINESS INTERRUPTION   | \$100,000,000   | <b>√</b>                          |  |
| CIVIL AUTHORITY WITHIN 10 MILES OF INSURED PREMISE  | 30 Days   | ✓                                 |  |
| CLAIM PREPARATION EXPENSE   | \$1,000,000   | ✓                                 |  |
| CONTINGENT BUSINESS INTERRUPTION  | \$5,000,000 EXCEPT TAX INTERRUPTION - EXCLUDED                  | ✓<br>✓                            |  |
| Course of construction & Additions  | \$50,000,000<br>Excludes Frame Builders Risk                    | <b>√</b>                          |  |
| DEBRIS REMOVAL  | INCLUDED  | ✓                                 |  |
| DEMOLITION  | Included  | ✓                                 |  |
| EARTH MOVEMENT EXCEPT  Vehicles, Contractors Equipment, Fine Arts Combined                    | \$50,000,000 ANNUAL AGGREGATE<br>\$5,000,000 COMBINED AGGREGATE | <b>✓</b>                          |  |
| ELECTRONIC DATA PROCESSION (EDP)  | INCLUDED  | ✓                                 |  |
| ERRORS & OMISSIONS  | \$25,000,000  | ✓                                 |  |
| EXPEDITING EXPENSE  | \$50,000,000  | ✓                                 |  |
| EXTENDED PERIOD OF INDEMNITY  | 180 Days  | ✓                                 |  |
| EXTRA EXPENSE   | \$50,000,000  | ✓                                 |  |
| FINE ARTS  UNSCHEDULED FINE ARTS  | INCLUDED<br>\$2,500,000   | ✓                                 |  |
| FIRE FIGHTING EXPENSE   | INCLUDED  | ✓                                 |  |
| FLOOD EXCEPT  SPECIAL FLOOD HAZARD AREAS  VEHICLES, CONTRACTORS EQUIPMENT, FINE ARTS COMBINED | \$50,000,000<br>INCLUDED<br>\$5,000,000 COMBINED AGGREGATE      | √<br>√<br>√                       |  |

<sup>✓</sup> Per Expiring

Change from Expiring

ABOVE PROPERTY PROGRAM/PREMIUM QUOTATION SUBJECT TO CHANGE, RE-RATE AND/OR CARRIER WITHDRAWAL IN THE EVENT OF A CATASTROPHIC LOSS OCCURRING PRIOR TO OCTOBER 1, 2022 AND/OR BINDING OF PROGRAM.



|  | Property                                      |                                   |  |
|--|---|-----------------------------------|--|
|  | Expiring<br>10/01/21 to 10/01/22              | RENEWAL<br>10/01/22 TO 10/01/23   |  |
| COMPANY  | PUBLIC RISK MANAGEMENT OF FLORIDA             | Public Risk Management of Florida |  |
| TOTAL INSURED VALUES   | \$55,648,554                                  | \$59,204,504                      |  |
| ASSOCIATION SUB-LIMITS [Not all Inclusive]   |   |                                   |  |
| IMPROVEMENT & BETTERMENT   | Included                                      | ✓                                 |  |
| Increased Cost of Construction   | \$25,000,000                                  | ✓                                 |  |
| INGRESS & EGRESS WITHIN 10 MILES OF INSURED PREMISE  | 30 days                                       | ✓                                 |  |
| JEWELRY, FURS, & PRECIOUS METALS — SEPARATELY  | \$500,000                                     | <b>√</b>                          |  |
| LANDSCAPING, TEES, SAND TRAPS, GREENS, ATHLETIC GREENS EXCEPT  | \$5,000,000                                   | <b>√</b>                          |  |
| UNSCHEDULED LANDSCAPING, TEES, SAND TRAPS, GREENS, ATHLETIC GREENS   | \$1,000,000                                   | ✓                                 |  |
| LEASEHOLD INTEREST   | INCLUDED                                      | ✓                                 |  |
| MISCELLANEOUS UNNAMED LOCATIONS EXCEPT SPECIAL FLOOD HAZARD AREAS  | \$25,000,000<br>\$10,000,000 Annual Aggregate | <b>√</b> ✓                        |  |
| Mold (RESULTANT)   | \$35,000 AGGREGATE                            | <b>√</b>                          |  |
| Money and Securities   | \$2,500,000                                   | <b>√</b>                          |  |
| OFF PREMISES SERVICE INTERRUPTION INCLUDING EXTRA EXPENSE  | \$25,000,000                                  | ✓                                 |  |
| PERSONAL EFFECTS   | INCLUDED                                      | <b>√</b>                          |  |
| PERSONAL PROPERTY OF OTHERS  | INCLUDED                                      | <b>√</b>                          |  |
| PERSONAL PROPERTY OUTSIDE THE USA  | \$1,000,000                                   | <b>√</b>                          |  |
| PROTECTION AND PRESERVATION OF PROPERTY  | INCLUDED                                      | <b>√</b>                          |  |
| PROPERTY OFF PREMISES  | INCLUDED                                      | <b>√</b>                          |  |
| Signs  | INCLUDED                                      | <b>√</b>                          |  |
| Transit  | \$25,000,000                                  | <b>√</b>                          |  |
| Tunnels, Bridges, Dams, Catwalks – Unscheduled   | \$500,000                                     | <b>√</b>                          |  |
| VALUABLE PAPERS AND RECORDS  | INCLUDED                                      | ✓                                 |  |
| WATERCRAFT  • UP TO 27 FEET, UNSCHEDULED  • OVER 27 FEET, SCHEDULED  EXCLUSIONS [INCLUDING BUT NOT LIMITED TO] | \$250,000 Unscheduled ALL Scheduled Included  | <b>√</b><br><b>√</b>              |  |
| RUST, WET/DRY ROT, LAND & LAND VALUES, COMMUNICABLE DISEASE, PROPERTY CYBER & DATA EXCLUSION  PREMIUM          | EXCLUDED                                      | ✓                                 |  |
| ANNUAL PREMIUM   | \$209,891                                     | \$247,867                         |  |
| ✓ Per Expiring Change from Expiring  | 7203,031                                      | \$38,165<br>18.09%                |  |

ABOVE PROPERTY PROGRAM/PREMIUM QUOTATION SUBJECT TO CHANGE, RE-RATE AND/OR CARRIER WITHDRAWAL IN THE EVENT OF A CATASTROPHIC LOSS OCCURRING PRIOR TO OCTOBER 1, 2022 AND/OR BINDING OF PROGRAM.



| RATING EXPOSURES – PROPERTY INFORMATION |                       |                      |  |
|---|-----------------------|----------------------|--|
| TOTAL INSURED VALUES                    | EXPIRING<br>2021-2022 | RENEWAL<br>2022-2023 |  |
| TOTAL BUILDING VALUES                   | \$36,965,748          | \$38,074,720         |  |
| TOTAL CONTENT VALUES                    | \$4,879,081           | \$5,025,454          |  |
| DECLARED/PROP IN OPEN                   | \$4,307,988           | \$4,437,227          |  |
| EDP EQUIPMENT (HARDWARE)                | \$758,362             | \$781,113            |  |
| BUSINESS INTERRUPTION/EXTRA EXPENSE     | \$1,000,000           | \$1,000,000          |  |
| EQUIPMENT VALUES                        | \$2,065,206           | \$2,681,561          |  |
| AUTOMOBILE VALUES – ACTUAL CASH VALUE   | \$2,305,086           | \$2,254,429          |  |
| AUTOMOBILE VALUES – REPLACEMENT COST    | \$3,366,963           | \$4,950,000          |  |
| RENTAL VALUES                           | \$0                   | \$0                  |  |
| MISCELLANEOUS PROPERTY                  | \$0                   | \$0                  |  |
| TOTAL INSURABLE VALUES                  | \$55,648,554          | \$59,204,504         |  |

<sup>\*</sup>Appraisal Costs are included within the PRM Program

|  | Property Terrorism & Sabotage                         |   |  |
|--|---|---|--|
|  | Expiring<br>10/01/21 to 10/01/22                      | RENEWAL<br>10/01/22 to 10/01/23                       |  |
| COMPANY  | LLOYDS OF LONDON                                      | LLOYDS OF LONDON                                      |  |
| TERRORISM & SABOTAGE                                 | \$25,000,000 Per Occurrence<br>\$25,000,000 Aggregate | \$25,000,000 Per Occurrence<br>\$25,000,000 Aggregate |  |
| DEDUCTIBLE   | \$10,000  | \$10,000  |  |
| ASSOCIATION SUB-LIMITS [NOT ALL INCLUSIVE]           |   |   |  |
| BUSINESS INTERRUPTION SUBLIMIT                       | \$93,024,718  | ✓   |  |
| CIVIL OR MILITARY AUTHORITY SUBLIMIT                 | \$1,000,000 30 DAY(S), & 1 MILE(S)                    | ✓   |  |
| DEBRIS REMOVAL EXPENSES SUBLIMIT                     | \$250,000   | ✓   |  |
| DECONTAMINATION COSTS EXCLUDING NCBR SUBLIMIT        | \$250,000   | ✓   |  |
| DEMOLITION & INCREASED COST OF CONSTRUCTION SUBLIMIT | \$1,000,000   | ✓   |  |
| ERRORS & OMISSIONS SUBLIMIT                          | \$250,000   | ✓   |  |
| ELECTRONIC DATA PROCESSING MEDIA SUBLIMIT            | \$1,000,000   | ✓   |  |
| EXTENDED PERIOD OF INDEMNITY SUBLIMIT                | \$0 AND 180 DAY(S)                                    | ✓   |  |
| FINE ART SUBLIMIT                                    | \$250,000   | ✓   |  |
| INGRESS/EGRESS SUBLIMIT                              | \$1,000,000, 30 DAY(s) & 1 MILE(s)                    | ✓   |  |
| PRESERVATION OF PROPERTY SUBLIMIT                    | \$250,000   | ✓   |  |
| PROFESSIONAL FEES SUBLIMIT                           | \$250,000   | ✓   |  |
| RELOCATION EXPENSE SUBLIMIT                          | \$250,000   | ✓   |  |
| SERVICE INTERRUPTION SUBLIMIT                        | \$1,000,000, 30 DAY(s) & 1 MILE(s)                    | ✓   |  |
| TRANSIT SUBLIMIT                                     | \$250,000   | ✓   |  |
| VALUABLE PAPERS SUBLIMIT                             | \$250,000   | ✓   |  |
| ACCOUNTS RECEIVABLE SUBLIMIT                         | \$250,000   | ✓   |  |
| ASBESTOS SUBLIMIT                                    | \$500,000   | ✓   |  |
| COMMISSIONS, PROFITS & ROYALTIES SUBLIMIT            | \$250,000   | ✓   |  |
| DELAY IN STARTUP COST SUBLIMIT                       | \$250,000   | ✓   |  |
| FIRE PROTECTIVE SYSTEMS SUBLIMIT                     | \$10,000  | ✓   |  |
| GREEN BUILDING ADDITIONAL EXPENSE SUBLIMIT           | \$250,000   | ✓   |  |
| KEY & LOCK EXPENSE SUBLIMIT                          | \$250,000   | ✓   |  |
| LANDSCAPING SUBLIMIT                                 | \$10,000  | ✓   |  |
| LOSS OF ATTRACTION SUBLIMIT                          | \$0, 0 DAY(S) & 0 MILE(S)                             | ✓   |  |
| MISCELLANEOUS UNNAMED LOCATIONS SUBLIMIT             | \$1,000,000 and 30 Day(s)                             | ✓   |  |
| NEWLY ACQUIRED LOCATIONS SUBLIMIT                    | \$1,000,000 AND 90 DAY(S)                             | ✓   |  |
| PROPERTY IN COURSE OF CONSTRUCTION                   | \$1,000,000   | ✓   |  |
| RENTAL INCOME SUBLIMIT                               | \$93,024,718  | ✓   |  |
| SOFT COST SUBLIMIT                                   | \$10,000  | ✓   |  |

Unless otherwise specified, all sub-limits listed above apply on a per occurrence basis and are a part of, and not in addition to, the municipalities terrorism and sabotage limit of liability



|   | ACTIVE SHOOTER & MALICIOUS ATTACK                   |   |  |
|---|---|---|--|
|   | Expiring<br>10/01/21 to 10/01/22                    | RENEWAL<br>10/01/22 to 10/01/23                     |  |
| COMPANY   | LLOYDS OF LONDON                                    | LLOYDS OF LONDON                                    |  |
| TERRORISM & SABOTAGE                              | \$2,000,000 Per Occurrence<br>\$2,000,000 Aggregate | \$2,000,000 Per Occurrence<br>\$2,000,000 Aggregate |  |
| DEDUCTIBLE  | \$10,000  | \$10,000  |  |
| ASSOCIATION SUB-LIMITS [NOT ALL INCLUSIVE]        |   |   |  |
| Additional Security Measures Sublimit             | \$250,000   | ✓   |  |
| COUNSELING SUBLIMIT                               | \$250,000   | ✓   |  |
| PUBLIC RELATIONS COSTS SUBLIMIT                   | \$250,000   | ✓   |  |
| MISCELLANEOUS CRISIS MANAGEMENT EXPENSES SUBLIMIT | \$250,000   | ✓   |  |
| WAITING PERIOD                                    | 0 Hours   | ✓   |  |

Unless otherwise specified, all sub-limits listed above apply on a per occurrence basis and are a part of, and not in addition to, the active shooter and malicious attack limit

|   | Спіме                             |                                   |  |
|---|-----------------------------------|-----------------------------------|--|
|   | Expiring<br>10/01/21 to 10/01/22  | RENEWAL<br>10/01/22 TO 10/01/23   |  |
| COMPANY   | PUBLIC RISK MANAGEMENT OF FLORIDA | Public Risk Management of Florida |  |
| DEDUCTIBLE  | \$1,000                           | ✓                                 |  |
| LIMITS  |                                   |                                   |  |
| EMPLOYEE THEFT-PER LOSS COVERAGE                      | \$500,000                         | ✓                                 |  |
| FORGERY OR ALTERATION                                 | \$500,000                         | ✓                                 |  |
| Inside Premises-Theft of Money & Securities           | \$500,000                         | ✓                                 |  |
| Inside Premises-Robbery, Safe Burglary-Other Property | \$500,000                         | ✓                                 |  |
| OUTSIDE THE PREMISES                                  | \$500,000                         | ✓                                 |  |
| COMPUTER FRAUD  | \$500,000                         | ✓                                 |  |
| Funds Transfer Fraud                                  | \$500,000                         | ✓                                 |  |
| MONEY ORDERS AND COUNTERFEIT PAPER CURRENCY           | \$500,000                         | ✓                                 |  |
| IMPERSONATION FRAUD/SOCIAL ENGINEERING                | \$100,000                         | ✓                                 |  |
| CONDITIONS [NOT ALL INCLUSIVE]                        |                                   |                                   |  |
| FAITHFUL PERFORMANCE OF DUTY INCLUDED                 | Included                          | ✓                                 |  |
| 45 DAY NOTICE OF CANCELLATION/10 DAYS NON-PAYMENT     | Included                          | ✓                                 |  |
| 60 DAY LOSS REPORT REQUIREMENT                        | Included                          | ✓                                 |  |
| No Minimum Earned Premium                             | Included                          | ✓                                 |  |
| Premium   |                                   |                                   |  |
| Annual Premium  | INCLUDED IN PROPERTY PREMIUM      | Included in Property Premium      |  |

✓ Per Expiring
Change from Expiring

ABOVE PROPERTY PROGRAM/PREMIUM QUOTATION SUBJECT TO CHANGE, RE-RATE AND/OR CARRIER WITHDRAWAL IN THE EVENT OF A CATASTROPHIC LOSS OCCURRING PRIOR TO OCTOBER 1, 2022 AND/OR BINDING OF PROGRAM.



|  | Boiler & Machinery                |                                   |  |
|--|-----------------------------------|-----------------------------------|--|
|  | Expiring<br>10/01/21 to 10/01/22  | RENEWAL<br>10/01/22 TO 10/01/23   |  |
| COMPANY  | Travelers EnergyMax 21            | Travelers EnergyMax 21            |  |
| Named Insured                                  | PUBLIC RISK MANAGEMENT OF FLORIDA | PUBLIC RISK MANAGEMENT OF FLORIDA |  |
| DEDUCTIBLES                                    |                                   |                                   |  |
| ALL OBJECTS                                    | \$1,000                           | ✓                                 |  |
| TRANSFORMERS 10,000 KVA                        | \$10,000                          | ✓                                 |  |
| VALUATION                                      |                                   |                                   |  |
| ALL OTHER EQUIPMENT                            | REPAIR AND/OR REPLACEMENT         | ✓                                 |  |
| EQUIPMENT 20 YEARS OR OLDER                    | ACTUAL CASH VALUE                 | ✓                                 |  |
| Association Limits                             |                                   |                                   |  |
| LIMIT PER ACCIDENT                             | \$50,000,000                      | ✓                                 |  |
| ASSOCIATION SUB-LIMITS [NOT ALL INCLUSIVE]     |                                   |                                   |  |
| CONTINGENT BUSINESS INTERRUPTION/EXTRA EXPENSE | \$250,000                         | ✓                                 |  |
| DEMOLITION/INCREASED COST                      | \$1,000,000                       | ✓                                 |  |
| Errors in Description                          | Policy Limit                      | ✓                                 |  |
| EXPEDITING EXPENSE                             | POLICY LIMIT                      | ✓                                 |  |
| HAZARDOUS SUBSTANCE                            | \$2,000,000                       | ✓                                 |  |
| MEDIA  | \$500,000                         | ✓                                 |  |
| NEWLY ACQUIRED LOCATION                        | POLICY LIMIT                      | ✓                                 |  |
| Ordinance or Law incl. Demolition              | \$1,000,000                       | ✓                                 |  |
| Refrigerant Contamination                      | POLICY LIMIT                      | ✓                                 |  |
| Water Damage                                   | POLICY LIMIT                      | ✓                                 |  |
| MAJOR PERILS EXCLUDED [NOT ALL INCLUSIVE]      |                                   |                                   |  |
| Earthquake                                     | Excluded                          | ✓                                 |  |
| EC PERILS                                      | Excluded                          | ✓                                 |  |
| FLOOD  | Excluded                          | <b>✓</b>                          |  |
| FREEZE   | Excluded                          | <b>✓</b>                          |  |
| FURNACE EXPLOSION                              | Excluded                          | ✓                                 |  |
| LIGHTNING                                      | Excluded                          | ✓                                 |  |
| Premium  |                                   |                                   |  |
| Annual Premium                                 | \$3,540                           | \$3,919                           |  |
| ✓ Per Expiring Change from Expiring            |                                   | \$380<br>10.70%                   |  |

ABOVE PROGRAM/PREMIUM QUOTATION SUBJECT TO CHANGE, RE-RATE AND/OR CARRIER WITHDRAWAL IN THE EVENT OF A CATASTROPHIC LOSS OCCURRING PRIOR TO OCTOBER 1, 2022 AND/OR BINDING OF PROGRAM.



|   | GENERAL LIABILITY  |                                   |  |
|---|--|-----------------------------------|--|
|   | Expiring<br>10/01/21 to 10/01/22   | RENEWAL<br>10/01/22 to 10/01/23   |  |
| COMPANY                                   | Public Risk Management of Florida  | Public Risk Management of Florida |  |
| COVERAGE FORM                             | Occurrence   | Occurrence                        |  |
| DEDUCTIBLE                                | NIL  | NIL                               |  |
| LIMITS                                    |  |                                   |  |
| LIMIT OF LIABILITY (INCLUSIVE OF SIR)     | \$2,000,000  | ✓                                 |  |
| COVERAGE [INCLUDING BUT NOT LIMITED TO]   |  |                                   |  |
| EMPLOYEE BENEFIT LIABILITY                | Included   | ✓                                 |  |
| LAW ENFORCEMENT LIABILITY                 | Included   | ✓                                 |  |
| Miscellaneous Professional                | Included   | ✓                                 |  |
| TERMS [INCLUDING BUT NOT LIMITED TO]      |  |                                   |  |
| Assault & Battery                         | Included   | ✓                                 |  |
| BLANKET CONTRACTUAL-HOLD HARMLESS         | Included   | ✓                                 |  |
| BODILY INJURY/PROPERTY DAMAGE             | Included   | ✓                                 |  |
| EMT/PARAMEDICAL COVERED                   | Included   | ✓                                 |  |
| FALSE ARREST/IMPRISONMENT                 | Included   | ✓                                 |  |
| HOST & LIQUOR LIABILITY                   | Included   | ✓                                 |  |
| INVASION OF RIGHT OF PRIVACY              | Included   | ✓                                 |  |
| Malicious Prosecution                     | Included   | ✓                                 |  |
| MENTAL ANGUISH                            | Included   | ✓                                 |  |
| MENTAL INJURY                             | Included   | ✓                                 |  |
| PROPERTY IN THE CARE, CUSTODY & CONTROL   | Included   | ✓                                 |  |
| COMMUNICABLE DISEASE                      | \$200,000 PER CLAIMANT/\$300,000<br>PER OCC /\$300,000 MEMBER<br>AGG/\$3,000,000 POOL AGG. | <b>√</b>                          |  |
| EXCLUSIONS [INCLUDING BUT NOT LIMITED TO] |  |                                   |  |
| AIRCRAFT LIABILITY                        | EXCLUDED   | ✓                                 |  |
| Medial Payments (Not Legal Liability)     | EXCLUDED   | ✓                                 |  |
| PRODUCT RECALL, TAMPERING OR GUARANTEE    | EXCLUDED   | ✓                                 |  |
| WAR, NUCLEAR HAZARDS                      | EXCLUDED   | ✓                                 |  |
| Premium                                   |  |                                   |  |
| Annual Premium                            | \$185,704  | \$206,618                         |  |
| ✓ Per Expiring<br>Change from Expiring    |  | \$20,914<br>11.26%                |  |

ASSOCIATION AGGREGATE \$100,000,000 FOR ALL LIABILITY COVERAGES

\*COMMUNICABLE DISEASE SUB-LIMIT & AGGREGATES APPLIES TO ALL LIABILITY COVERAGES COMBINED



|   | PUBLIC OFFICIALS/EMPLOY  | PUBLIC OFFICIALS/EMPLOYMENT PRACTICES LIABILITY |  |  |
|---|--|---|--|--|
|   | EXPIRING<br>10/01/21 TO 10/01/22   | RENEWAL<br>10/01/22 to 10/01/23                 |  |  |
| COMPANY                                   | PUBLIC RISK MANAGEMENT OF FLORIDA  | PUBLIC RISK MANAGEMENT OF FLORIDA               |  |  |
| COVERAGE FORM                             | Occurrence   | ✓   |  |  |
| RETROACTIVE DATE                          | N/A  | <b>√</b>  |  |  |
| DEDUCTIBLE                                | NIL  | ✓   |  |  |
| PUBLIC OFFICIALS LIABILITY                |  |   |  |  |
| LIMIT OF LIABILITY (INCLUSIVE OF SIR)     | \$2,000,000  | <b>√</b>  |  |  |
| ANNUAL AGGREGATE                          | \$6,000,000  | ✓   |  |  |
| EMPLOYMENT PRACTICES LIABILITY            |  |   |  |  |
| LIMIT OF LIABILITY (INCLUSIVE OF SIR)     | \$2,000,000  | ✓   |  |  |
| Annual Aggregate                          | \$6,000,000  | ✓   |  |  |
| SUB-LIMITS [INCLUDING BUT NOT LIMITED TO] |  |   |  |  |
| BERT HARRIS                               | \$300,000/\$300,000  | ✓   |  |  |
| Inverse Condemnation                      | \$100,000/\$100,000  | ✓   |  |  |
| Non-monetary Damages                      | \$100,000/\$100,000  | ✓   |  |  |
| COVERAGE [INCLUDING BUT NOT LIMITED TO]   |  |   |  |  |
| ELECTED OFFICIALS, APPOINTED OFFICERS     | Included   | ✓   |  |  |
| ERRORS AND OMISSIONS                      | Included   | ✓   |  |  |
| MISFEASANCE, MALFEASANCE & NONFEASANCE    | Included   | ✓   |  |  |
| Negligence                                | Included   | ✓   |  |  |
| Sexual Harassment                         | Included   | ✓   |  |  |
| SEXUAL MISCONDUCT [COVERAGE AVAILABLE]    | Excluded   | ✓   |  |  |
| WRONGFUL ACTS OF PUBLIC OFFICIALS         | Included   | ✓   |  |  |
| COMMUNICABLE DISEASE                      | \$200,000 PER CLAIMANT/\$300,000<br>PER OCC /\$300,000 MEMBER<br>AGG/\$3,000,000 POOL AGG. | <b>√</b>  |  |  |
| Premium                                   |  |   |  |  |
| Annual Premium                            | INCLUDED WITHIN THE GL PREMIUM   | INCLUDED WITHIN THE GL PREMIUM                  |  |  |

BOTH PUBLIC OFFICIALS LIABILITY AND EMPLOYMENT PRACTICES LIABILITY IS SUBJECT TO A PER MEMBER COMBINED AGGREGATE OF \$6,000,000

ASSOCIATION AGGREGATE \$100,000,000 FOR ALL LIABILITY COVERAGES

\*COMMUNICABLE DISEASE SUB-LIMIT & AGGREGATES APPLIES TO ALL LIABILITY COVERAGES COMBINED

✓ Per Expiring
Change from Expiring



|  | AUTOMOBILE LIABILITY  |                                   |  |
|--|---|-----------------------------------|--|
|  | Expiring<br>10/01/21 to 10/01/22                                    | RENEWAL<br>10/01/22 TO 10/01/23   |  |
| COMPANY  | PUBLIC RISK MANAGEMENT OF FLORIDA                                   | Public Risk Management of Florida |  |
| COVERAGE FORM                                      | OCCURRENCE  | Occurrence                        |  |
| DEDUCTIBLE   | NIL   | NIL                               |  |
| LIMITS   |   |                                   |  |
| LIABILITY COMBINED SINGLE LIMIT (INCLUSIVE OF SIR) | \$2,000,000   | ✓                                 |  |
| COVERAGE [INCLUDING BUT NOT LIMITED TO]            |   |                                   |  |
| PERSONAL INJURY PROTECTION                         | Statutory   | ✓                                 |  |
| PHYSICAL DAMAGE  COLLISION COMPREHENSIVE           | EXCLUDED — COVERED UNDER PROPERTY EXCLUDED — COVERED UNDER PROPERTY | <b>√</b> ✓                        |  |
| HIRED/BORROWED LIABILITY                           | \$2,000,000   | ✓                                 |  |
| HIRED/BORROWED PHYSICAL DAMAGE                     | Included  | ✓                                 |  |
| NON-OWNED LIABILITY                                | \$2,000,000   | ✓                                 |  |
| Non-Owned Physical Damage                          | Included  | ✓                                 |  |
| EXCLUSIONS [INCLUDING BUT NOT LIMITED TO]          |   |                                   |  |
| AUTO PHYSICAL DAMAGE                               | Excluded — Covered under Property                                   | ✓                                 |  |
| MEDICAL PAYMENTS                                   | EXCLUDED  | ✓                                 |  |
| Uninsured/Underinsured Motorist                    | Excluded  | ✓                                 |  |
| Ркеміим  |   |                                   |  |
| Annual Premium                                     | INCLUDED WITHIN THE GL PREMIUM                                      | Included within the GL Premium    |  |

ASSOCIATION AGGREGATE \$100,000,000 FOR ALL LIABILITY COVERAGES

|   |                  |                  |                     | EXCESS LIABILITY                  |  |  |
|---|------------------|------------------|---------------------|-----------------------------------|--|--|
|   |                  |                  |                     | EXPIRING<br>10/01/21 TO 10/01/22  | RENEWAL<br>10/01/22 TO 10/01/23  |  |
| COMPANY                                     |                  |                  |                     | PUBLIC RISK MANAGEMENT OF FLORIDA | Public Risk Management of Florida  |  |
| COVERAGES INCLUDED                          |                  |                  |                     | William of Leaning                | TATAL TO THE TOTAL TOTAL TO THE |  |
| AUTOMOBILE LIABILITY                        |                  |                  |                     | ✓                                 | ✓  |  |
| EMPLOYEE BENEFITS LIABILITY                 |                  |                  |                     | ✓                                 | ✓  |  |
| EMPLOYMENT PRACTICES LIABILITY              | Y                |                  |                     | ✓                                 | ✓  |  |
| ERRORS & OMISSIONS LIABILITY                |                  |                  |                     | ✓                                 | ✓  |  |
| GENERAL LIABILITY                           |                  |                  |                     | ✓                                 | ✓  |  |
| LAW ENFORCEMENT LIABILITY                   |                  |                  |                     | ✓                                 | ✓  |  |
| EXCLUSIONS [INCLUDING BUT NO                | T LIMITED TO]    |                  |                     |                                   |  |  |
| ABUSE OR MOLESTATION                        |                  |                  |                     | ✓                                 | ✓  |  |
| AIRPORT LIABILITY                           |                  |                  |                     | ✓                                 | ✓  |  |
| ASBESTOS                                    |                  |                  |                     | ✓                                 | ✓  |  |
| AUTOMOBILE FIRST PARTY COVE                 | ERAGE            |                  |                     | ✓                                 | ✓  |  |
| DAMS, LEVEES, DIKES OR RESER                | VOIRS            |                  |                     | ✓                                 | ✓  |  |
| EMPLOYERS' LIABILITY/WORKER                 | s' Compensatio   | N                |                     | ✓                                 | ✓  |  |
| FAILURE TO SUPPLY EXCLUSION-                | UTILITIES        |                  |                     | ✓                                 | ✓  |  |
| FUNGI OR BACTERIA                           |                  |                  |                     | ✓                                 | ✓  |  |
| Nursing Home                                |                  |                  |                     | ✓                                 | ✓  |  |
| PROPERTY DAMAGE EXCLUSION-                  | -REAL AND/OR PE  | RSONAL PROPERT   | ГҮ                  | ✓                                 | ✓  |  |
| POLLUTION LIABILITY EXCLUSION               | N-HOSTILE FIRE C | OVERAGE          |                     | ✓                                 | ✓  |  |
| SILICA OR DUST                              |                  |                  |                     | ✓                                 | ✓  |  |
| WAR   |                  |                  |                     | ✓                                 | ✓  |  |
| WHARFINGERS' LIABILITY                      |                  |                  |                     | ✓                                 | ✓  |  |
| LINE OF COVERAGE                            | LIMIT            | Excess of Limits | Coverage<br>Trigger |                                   |  |  |
| AUTO LIABILITY                              | \$3,000,000      | \$2,000,000      | PER ACCIDENT        | ✓                                 | ✓  |  |
| EMPLOYEE BENEFITS LIABILITY                 | \$3,000,000      | \$2,000,000      | PER CLAIM           | ✓                                 | ✓  |  |
| EMPLOYMENT PRACTICES LIAB                   | \$3,000,000      | \$2,000,000      | PER CLAIM           | ✓                                 | ✓  |  |
| GENERAL LIABILITY INCLUDING LAW ENFORCEMENT | \$3,000,000      | \$2,000,000      | Per<br>Occurrence   | ✓                                 | ✓  |  |
| Miscellaneous<br>Professional               | \$3,000,000      | \$2,000,000      | PER CLAIM           | ✓                                 | ✓  |  |
| PREMIUM                                     |                  |                  |                     |                                   |  |  |
| Annual Premium                              |                  |                  |                     | INCLUDED WITHIN THE GL PREMIUM    | Included WITHIN THE GL PREMIUM   |  |

Association Aggregate \$100,000,000 for All Liability Coverages

\$3,000,000 COMBINED EXCESS LIABILITY AGGREGATE APPLIES PER MEMBER FOR EMPLOYEE BENEFITS LIABILITY,
PUBLIC OFFICIALS ERRORS & OMISSIONS AND EMPLOYMENT PRACTICES LIABILITY ONLY



| DESCRIPTION  | CLASS CODE    | 2021-2022 ESTIMATED PAYROLL | 2022-2023 ESTIMATED PAYROLL |
|--|---------------|-----------------------------|-----------------------------|
| IRRIGATION WORKERS                                     | 0251          | \$102,757                   | \$109,513                   |
| STREET OR ROAD PAVING                                  | 5509          | \$236,318                   | \$251,856                   |
| Firefighters & Drivers                                 | 7704          | \$2,548,077                 | \$2,715,613                 |
| Police Officers & Drivers                              | 7720          | \$3,738,811                 | \$3,984,638                 |
| AUTOMOBILE SERVICE COMPANIES & EMS PROVIDERS & DRIVERS | 8380          | \$205,318                   | \$218,818                   |
| CLERICAL OFFICE EMPLOYEES                              | 8810          | \$3,139,724                 | \$3,530,153                 |
| BUILDINGS OPERATIONS BY OWNER -ALL OTHER EMPLOYEES     | 9015          | \$245,455                   | \$261,594                   |
| CLUBS – COUNTRY. GOLF, FISHING OR YACHT & CLERICAL     | 9060          | \$936,484                   | \$998,058                   |
| PARK NOC- ALL EMPLOYEES & DRIVERS                      | 9102          | \$838,483                   | \$893,613                   |
| GARBAGE ASHES OR REFUSE COLLECTION DRIVERS             | 9403          | \$961,407                   | \$1,024,619                 |
| MUNICIPAL, TOWNSHIP, COUNTY OR STATE EMPLOYEE NOC      | 9410          | \$662,561                   | \$706,124                   |
|  | TOTAL PAYROLL | \$13,669,395                | \$14,694,600                |
|  |               |                             | 7.50%                       |

|  | Workers' Compensation            |                                 |  |
|--|----------------------------------|---------------------------------|--|
|  | EXPIRING<br>10/01/21 TO 10/01/22 | RENEWAL<br>10/01/22 TO 10/01/23 |  |
| CARRIER  | Public Risk Management           | Public Risk Management          |  |
| DEDUCTIBLE   | NIL                              | NIL                             |  |
| LIMITS   |                                  |                                 |  |
| EXCESS WORKER'S COMPENSATION  - MEDICAL  - DISABILITY  - DEATH   | Statutory                        | <b>✓</b>                        |  |
| EMPLOYERS' LIABILITY  - EACH ACCIDENT  - EACH EMPLOYEE FOR DISEASE   | \$2,000,000<br>\$2,000,000       | <b>✓</b><br>✓                   |  |
| TERMS & CONDITIONS [NOT ALL INCLUSIVE]   |                                  |                                 |  |
| Broad Form All States  | Included                         | ✓                               |  |
| MARITIME COVERAGE ENDORSEMENT  | Included                         | ✓                               |  |
| VOLUNTARY COMPENSATION ENDORSEMENT   | Included                         | ✓                               |  |
| SUBJECT TO   |                                  |                                 |  |
| ANNUAL POLICY AUDIT — PLEASE NOTE THE  10/01/2022 TO 10/01/2023 WC COVERAGE  PERIOD WILL BE AUDITED AT A RATE OF.0254627 PER  DOLLAR OF PAYROLL ON THE TOTAL WC PREMIUM,  BEFORE ANY PARTICIPATION CREDITS | Included                         | ✓                               |  |



|   | CYBER LIABILITY                   |                                   |  |
|---|-----------------------------------|-----------------------------------|--|
|   | EXPIRING<br>10/01/21 to 10/01/22  | RENEWAL<br>10/01/22 to 10/01/23   |  |
| CARRIER   | GREAT AMERICAN INSURANCE          | GREAT AMERICAN INSURANCE          |  |
| NAMED INSURED   | Public Risk Management of Florida | Public Risk Management of Florida |  |
| COVERAGE FORM   | CLAIMS MADE                       | Claims Made                       |  |
| RETROACTIVE DATE  | 10/01/2016                        | 10/01/2016                        |  |
| DEDUCTIBLE  | \$20,000                          | ✓                                 |  |
| LIMITS  |                                   |                                   |  |
| LIMIT OF LIABILITY  | \$1,000,000                       | ✓                                 |  |
| Annual Aggregate  | \$5,000,000 POOL AGGREGATE        | ✓                                 |  |
| COVERAGE (INCLUDING BUT NOT LIMITED TO]                                       |                                   |                                   |  |
| BUSINESS INCOME/EXTRA EXPENSE   | Included                          | ✓                                 |  |
| CYBER EXTORTION THREATS   | Included                          | ✓                                 |  |
| MEDIA LIABILITY   | Included                          | ✓                                 |  |
| PUBLIC RELATIONS EXPENSE  | Included                          | ✓                                 |  |
| REPLACEMENT/RESTORATION OF ELECTRONIC DATA                                    | Included                          | ✓                                 |  |
| SECURITY BREACH EXPENSE   | Included                          | ✓                                 |  |
| SECURITY BREACH LIABILITY [INCLUDES REGULATORY FINES/PENALTIES AND PCI FINES] | Included                          | ✓                                 |  |
| Ркеміим   |                                   |                                   |  |
| Annual Premium  | Included in Package Premium       | Included in Package Premium       |  |

#### **NOT CURRENTLY PURCHASED**

|   | POLLUTION AND REMEDIATION LEGAL LIABILITY |                                   |  |
|---|---|-----------------------------------|--|
|   | EXPIRING<br>10/01/21 TO 10/01/22          | RENEWAL<br>10/01/22 to 10/01/23   |  |
| CARRIER   | Indian Harbor Insurance Co.               | Indian Harbor Insurance Co.       |  |
| NAMED INSURED   | Public Risk Management of Florida         | Public Risk Management of Florida |  |
| COVERAGE FORM   | CLAIMS MADE                               | Claims Made                       |  |
| RETROACTIVE DATE  | 10/01/1998                                | 10/01/1998                        |  |
| SELF-INSURED RETENTION                                    | \$25,000                                  | \$25,000                          |  |
| LIMITS  |   |                                   |  |
| LIMIT OF LIABILITY EACH POLLUTION CONDITION               | \$1,000,000                               | ✓                                 |  |
| TOTAL LIMIT OF LIABILITY ANNUAL AGGREGATE                 | \$2,000,000                               | ✓                                 |  |
| EMERGENCY REMEDIATION EXPENSE                             | \$250,000                                 | ✓                                 |  |
| EMERGENCY REMEDIATION EXPENSE AGGREGATE                   | \$1,000,000                               | ✓                                 |  |
| COVERAGE [INCLUDING BUT NOT LIMITED TO]                   |   |                                   |  |
| CONTINGENT TRANSPORTATION COVERAGE                        | INCLUDED                                  | ✓                                 |  |
| LEGAL DEFENSE EXPENSE                                     | INCLUDED                                  | ✓                                 |  |
| On Premises & Off Premises Remediation<br>Legal Liability | INCLUDED                                  | ✓                                 |  |
| POLLUTION LEGAL LIABILITY                                 | Included                                  | ✓                                 |  |
| STORAGE TANKS   | INCLUDED                                  | ✓                                 |  |

#### **NOT CURRENTLY PURCHASED**

|  | AIRPORT OWNERS AND OPERATORS LIABILITY    |   |  |
|--|---|---|--|
|  | EXPIRING<br>10/01/21 TO 10/01/22          | RENEWAL<br>10/01/22 to 10/01/23           |  |
| CARRIER  | ACE PROPERTY & CASUALTY INSURANCE COMPANY | ACE PROPERTY & CASUALTY INSURANCE COMPANY |  |
| Named Insured  | PUBLIC RISK MANAGEMENT OF FLORIDA         | Public Risk Management of Florida         |  |
| FAA ID STATE NAME  | N/A                                       | N/A                                       |  |
| COVERAGE FORM  | Occurrence                                | Occurrence                                |  |
| DEDUCTIBLE   | NıL                                       | Nil                                       |  |
| LIMITS   |   |   |  |
| LIMIT OF LIABILITY   | \$2,000,000                               | ✓   |  |
| <ul> <li>EXTENDED COVERAGE-WAR, HI-JACKING &amp; OTHER PERILS<br/>ANNUAL AGGREGATE</li> </ul>                                  | \$2,000,000                               | <b>√</b>                                  |  |
| FIRE DAMAGE LIMIT ANY ONE FIRE   | \$100,000                                 | ✓   |  |
| Hangarkeepers not "In flight" limit any one<br>occurrence  | \$1,000,000                               | ✓   |  |
| HANGARKEEPERS NOT "IN FLIGHT" LIMIT ANY ONE AIRCRAFT   | \$1,000,000                               | ✓   |  |
| Malpractice Annual Aggregate   | \$2,000,000                               | ✓   |  |
| MEDICAL EXPENSE LIMIT ANY ONE PERSON   | \$1,000                                   | ✓   |  |
| Non-Owned Aircraft Liability   | \$2,000,000                               | ✓   |  |
| <ul> <li>Personal Injury and Advertising Injury Annual<br/>Aggregate</li> </ul>  | \$2,000,000                               | ✓   |  |
| PRODUCTS-COMPLETED OPERATIONS ANNUAL AGGREGATE   | \$2,000,000                               | ✓   |  |
| CONDITIONS [NOT ALL INCLUSIVE]   |   |   |  |
| 60 DAYS NOTICE OF CANCELLATION, NON-RENEWAL OR REDUCTION IN COVERAGE BY INSURER, BUT 10 DAYS NOTICE FOR NON-PAYMENT OF PREMIUM | ✓   | <b>√</b>                                  |  |

OCTOBER 1, 2022 TO OCTOBER 1, 2023

# VALUES BASED ON 2022-2023 PRM RENEWAL APPLICATION

| Exposure              | 2021-2022    | 2022-2023    | % Change |
|-----------------------|--------------|--------------|----------|
| PROPERTY TIV          | \$55,648,434 | \$59,204,504 | 6.4%     |
|                       |              |              |          |
| NUMBER OF AUTOMOBILES | 97           | 103          | 5%       |
|                       |              |              |          |
| NUMBER OF EMPLOYEE    | 262          | 262          | 0%       |
|                       |              |              |          |
| PAYROLL               | \$13,669,395 | \$14,694,600 | 7.5%     |

A BALLATOR COMPANY

After careful consideration of reference proposal dated June 29, 2022, we accept your insurance program per indicated with and "X" below:

|         |   | 2021/2022   | 2022/2023   | % Change   |                                    |
|---------|---|---|---|--|------------------------------------|
|         | PRM PROPERTY AND CRIME                        | \$209,891   | \$247,867   | 18.09%   |                                    |
|         | PRM GL/AL/E&O/LEL & EXCESS LIABILITY          | \$185,704   | \$206,618   | 11.26%   |                                    |
|         | PRM BOILER & MACHINERY                        | \$3,540   | \$3,919   | 10.70%   |                                    |
|         | PRM WORKERS' COMPENSATION                     | \$344,613   | \$374,164   | 8.58%  |                                    |
|         | PRM Member Credit                             | \$0   | (-\$12,489)   |  |                                    |
|         | PREMIUM TOTAL:                                | \$743,747   | \$820,079   | 10.26%   |                                    |
|         | Agent's Fee                                   | \$10,000  | \$10,000  |  |                                    |
|         | GRAND TOTAL                                   | \$753,747   | \$830,079   |  |                                    |
|         | Cyber Liability                               | Included  | Included  |  |                                    |
| THIS WA | ERSTOOD AND AGREED THAT REFERENCED PROPOSAL I | . THE REMAINING COSTS  IM, OR INCIDENT THAT IS  IE INSURANCE CARRIER.  PROVIDES ONLY A SUMN | S WILL BE PAID OVER TO<br>MAY RESULT IN A CLAIN<br>MARY OF THE INSURANCE<br>CLUSIONS, ETCETERA. | HE NEXT THREE (3) QUANTIEN  OF THAT HAS NOT BEEN  CE PROGRAM OPTIONS | ARTERS.  REPORTED TO  OFFERED. THE |
|         | Member Signature                              |   |   | Date   |                                    |

\*SIGNED BINDING AUTHORITY TO BE RETURNED BY 07/30/2022

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Print Member Name

# RESOLUTION 2022-

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA, APPROVING LANE REPURPOSING FOR U.S. HIGHWAY ONE AND THE SUBMITTAL OF AN APPLICATION FOR FORMAL REVIEW OF THE LANE REPURPOSING PROJECT BY THE FLORIDA DEPARTMENT OF TRANSPORTATION; DIRECTING STAFF TO PURSUE GRANT FUNDING SOURCES; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, U.S. Highway 1 is a historic transportation corridor originally designated as "The Dixie Highway" as one of the country's trans-continental railroads in the 1920's; and

WHEREAS, when the Village of North Palm Beach was incorporated in 1956, U.S. Highway 1 was the primary north/south corridor in Palm Beach County for both local and long-distance travel by automobiles; and

WHEREAS, U.S. Highway 1 was widened over time from two lanes to six lanes to accommodate projected traffic demands based on expectations for use for local and long-distance trips; and

WHEREAS, the segment of U.S. Highway 1 south of Northlake Boulevard is a four-lane configuration and the segment of U.S. Highway 1 north of the Parker Bridge is a four-lane configuration; and

WHEREAS, properties along U.S. Highway 1 in the Village of North Palm Beach were developed with a majority of office and commercial uses that created a business district that was successful for many years but has declined in the past decade; and

WHEREAS, the role of U.S. Highway 1 in the regional transportation network has changed with the construction of Interstate 95 and Florida's Turnpike, both of which were designed and function to carry long-distance trips in the region and state; and

WHEREAS, other office and commercial districts were developed in adjacent and nearby municipalities such as West Palm Beach and Palm Beach Gardens, which contributed to a rise in vacancies along U.S. Highway 1 in North Palm Beach; and

WHEREAS, other municipalities in Palm Beach County, including the Village of Tequesta and the Cities of West Palm Beach, Lake Worth Beach, and Boca Raton, have either completed or are pursuing lane repurposing of U.S. Highway 1 in their communities that include a reduction in the number of vehicular travel lanes and the addition of landscaping, streetlighting, bicycle/pedestrian amenities, transit enhancements, and other complementary features; and

WHEREAS, the Village of North Palm Beach undertook a community charrette process with extensive public outreach to develop the 2016 Citizens' Master Plan that contains strategies to improve the economic conditions, sense of place, and quality of life for Village residents, businesses, and property owners; and

WHEREAS, a primary strategy in the 2016 Citizens' Master Plan Report is to reconfigure U.S.

Highway 1 from a six-lane roadway to a four-lane "Complete Street" by repurposing two vehicular lanes into areas for additional landscaping, streetlighting, bicycle/pedestrian amenities, transit enhancements, and decorative elements; and

WHEREAS, the Village adopted a form-based commercial zoning code to implement the Citizens' Master Plan that encourages the introduction of residential and mixed-use buildings on the U.S. Highway 1 corridor with reduced front setbacks, multi-story buildings, enhanced landscaping and open spaces, active ground floor spaces, and parking locations away from the corridor; and

WHEREAS, new infill development and redevelopment envisioned in the Village's form-based code would be enhanced with a reconfigured U.S. Highway 1 with Complete Street design and amenities; and

WHEREAS, the Palm Beach Transportation Planning Agency (TPA) adopted a U.S. Highway 1 Multimodal Corridor Study in 2018 to analyze the configuration, function, and design of U.S. Highway 1 throughout Palm Beach County, with a focus on improving safety and functionality, enhancing economic development, boosting health measures, and contributing to improved quality of life; and

WHEREAS, the TPA U.S. Highway 1 Multimodal Corridor Study also recommended the portion of U.S. Highway 1 in the Village of North Palm Beach be reconfigured from six lanes to four lanes as a Complete Street with the addition of landscaping, bicycle and pedestrian amenities, and supporting design elements; and

WHEREAS, the TPA U.S. Highway 1 Multimodal Corridor Study prioritized the North Palm Beach U.S. Highway 1 lane repurposing as a "Tier One" priority within the study recommendations, reinforced with the tentative allocation of \$5 million in TPA funding to assist in funding multimodal improvements on the corridor, including but not limited to the potential roadway configuration, enhanced lighting and landscaping and other design elements; and

WHEREAS, the TPA allocated additional funding to assist in supplemental transportation analyses of the recommended lane repurposing as well as coordination with other agencies including the Florida Department of Transportation (FDOT), Palm Beach County, and adjacent municipalities; and

WHEREAS, additional analyses were undertaken from 2019 through 2022 in coordination with the TPA and other agencies and concluded that lane repurposing for U.S. Highway 1 in North Palm Beach is consistent with transportation "best practices;" and

WHEREAS, the potential lane repurposing in the Village of North Palm Beach would maintain the currently planned configuration from the intersection of Northlake Boulevard to Anchorage Drive South, which will improve the Northlake Boulevard/U.S. Highway 1 intersection by lengthening the current westbound turning lane and adding an additional westbound turning lane; and

WHEREAS, the potential lane repurposing of the "central segment" of U.S. Highway 1 – roughly 0.9 miles between Anchorage Drive North and Anchorage Drive South – would be reconstructed in a four-lane reconfiguration with the addition of a 5-foot bicycle lane, 7.5-foot landscaping strip

that could accommodate trees and streetlighting, and 12-foot multipurpose path that could accommodate pedestrians and bicyclists; and

WHEREAS, the potential lane repurposing of the "northern segment" of U.S. Highway 1 – roughly 0.7 miles between Anchorage Drive North and the Parker Bridge – would be maintained in a three-lane configuration in the northbound direction with additional 4-foot bicycle lanes and a wider 10.5-foot sidewalk and reconstructed in the southbound direction with a two-lane configuration with the addition of a 5-foot bicycle lane, 7.5-foot landscape strip, and 12-foot multipurpose path; and

WHEREAS, the potential lane repurposing on the northern segment of U.S. Highway 1 would greatly enhance bicycle and pedestrian access to the Village of North Palm Beach Country Club; and

WHEREAS, the potential lane repurposing would allow the Village to pursue designated Golf Cart Crossings across U.S. Highway 1 at key intersections to enable improved access by golf carts and low-speed vehicles; and

WHEREAS, the potential lane repurposing would maintain all signalized intersections with the same number of lanes and with the addition of right-hand turn-only lanes that will improve safety, traffic flows through intersections, and resident access to local streets; and

WHEREAS, the potential lane repurposing will allow the Village to more equitably balance transportation access among varying transportation users, enhancing the desirability of bicycle and pedestrian activity, and improving the interconnectivity of the Village's commercial district; and

WHEREAS, the potential lane repurposing will enable the Village to install shade trees and other landscaping and streetlighting elements on both sides of the corridor, which will provide traffic calming and visual cues for drivers, especially cut-through traffic, to reduce speeding on a reconfigured roadway "right-sized" for posted travel speeds; and

WHEREAS, if the Village's redevelopment efforts envisioned in the Citizens' Master Plan were completely realized by 2040 with the potential addition of 250,000 square feet of new office/commercial space, 600 new dwelling units, and the redevelopment of an additional 250,000 square feet of currently underperforming office/commercial space and if the Village's annual growth rate were to increase from the historic 0.8% to 1.25%, the U.S. Highway 1 lane repurposing traffic study indicates the impact to a driver traveling peak direction/peak season (e.g., afternoon northbound commute in January) to be only 13.7-second delay with a four-lane configuration versus the current six-lane configuration; and

WHEREAS, the potential lane repurposing would create additional stormwater treatment area for the installation of baffle boxes that could be further complemented by bioswales and rain gardens to improve stormwater quality prior to its discharge into Lake Worth, thereby providing an environmental enhancement to Village residents and property owners that could be funded through agency grant dollars; and

WHEREAS, the addition of multipurpose paths, landscaping, and streetlighting possible through a lane repurposing would improve the environment for new mixed-use development along the corridor, which could generate additional ad valorem and other revenues to the Village; and

WHEREAS, FDOT District IV has reviewed the Village's U.S. Highway 1 Lane Repurposing Application and has found it to be technically sufficient and appropriate for final review by the FDOT Central Office; and

WHEREAS, if the Village's U.S. Highway 1 Lane Repurposing Application is found to be technically sufficient by the FDOT Central Office, the Village would be eligible to pursue up to \$5 million in future grant funding from the Palm Beach TPA through its grant programs or other project funding through TPA appropriations; and

WHEREAS, Village Council action is required to authorize the transmittal of the U.S. Highway 1 Lane Repurposing Application to FDOT Central Office for final review; and

WHEREAS, the Village Council determines that the adoption of this Resolution benefits the public health, safety and welfare.

NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE COUNCIL OF NORTH PALM BEACH, FLORIDA as follows:

Section 1. The foregoing recitals are hereby ratified and incorporated herein.

Section 2. The Village Council determines that a lane repurposing project on U.S. Highway One in the Village will allow the Village to implement its Comprehensive Plan, Citizens' Master Plan and Form-Based Commercial Code and create a setting with enhanced landscaping, bicycle and pedestrian amenities, transit enhancements and other supporting design elements. If approved by FDOT, the U.S. Highway One lane repurposing, as designed, would enable the Village to pursue project funding through grants and other appropriations from the Palm Beach Transportation Planning Agency and other various governmental agencies.

<u>Section 3.</u> The Village Council approves the submittal of a formal lane repurposing application to FDOT for the approval of the U.S. Highway 1 Lane Repurposing Project in the Village of North Palm Beach and requests formal review by FDOT District IV and Central Office, as required for the implementation of the project.

<u>Section 4.</u> The Village Council further directs staff to begin pursuing grant funding and other appropriations from the Palm Beach TPA and other agencies to implement this project.

This Resolution shall be effective immediately upon adoption

Section 5

|                         |        | , apon adoption. |  |
|-------------------------|--------|------------------|--|
| PASSED AND ADOPTED THIS | DAY OF | , 2022.          |  |
| (Village Seal)          |        | MAYOR            |  |
| ATTEST:                 |        |                  |  |
| VILLAGE CLERK           |        |                  |  |