

AGENDA
TOWN OF JUPITER ISLAND
TOWN COMMISSION MEETING
TUESDAY, SEPTEMBER 10, 2024, 10:00 AM
ISLAND ROOM – TOWN HALL – 2 BRIDGE ROAD
SOUTH MARTIN REGIONAL UTILITY (SMRU) MEETING

ROLL CALL

CONSENT AGENDA

1. Consent Agenda

Category A- To be reviewed and approved (as is or as edited) by the SMRU Board

- a. Minutes of SMRU Board Meeting of July 16, 2024
- b. Florida Spectrum Environmental Service - Lab Services Piggyback Contract Renewal
- c. Synagro South, LLC - Sludge Hauling Services Piggyback Contract Renewal
- d. Ferguson Enterprises dba Sunstate Meter & Supply Inc., - Water Meter Supply Contract Renewal

Category B- Other Informational Materials (No Action Required)

- a. Fixed Assets Disposal

ADMINISTRATIVE AGENDA

2. Administrative Agenda

- a. Customer Service Monthly Reports - June & July 2024
- b. Revenue and Production Charts - July 2024
- c. FY 23-24 SMRU Budget Status and Balance Sheet, Period Ending - July 2024
- d. Resolution 917 - 2024/2025 SMRU Budget Approval

COMMISSION ACTION ITEMS

3. ITB 2024-10 SMRU 2024-2025 Bulk Chemical Bids Approval
4. St. Lucie Battery and Tire - Single Source Memo Approval
5. Vacuum Truck Rental Approval

DISCUSSIONS/ UPDATES

6. Emergency Response Equipment Contribution in Aid of Purchase*
7. PFAS Status and Response*

8. PFAS Litigation Opt-Out Option for SMRU
 - a. BASF Opt-Out
 - b. DuPont Opt-Out
 - c. Tyco Fire Products Opt-Out
9. Level of Service Study
10. Jamie Underground Inc. - Contract Extension
11. Gomez Ave. Community / Pettway Potable Water Extension
 - a. Martin County Interlocal Agreement
 - b. Work Authorization Kingsway Street
 - c. Work Authorization Pettway
12. Capital Projects Review*
13. Other Items*

** No advanced materials provided*

TOWN COMMISSION / SMRU BOARD

Penny Townsend, Mayor
Marshall Field VI, Vice Mayor
Anne Scott, Commissioner
Patricia Warner, Commissioner
Joseph Taddeo, Commissioner

ADMINISTRATIVE STAFF

Town Manager, Robert Garlo
SMRU Attorney, Phillip Gildan
Public Services Director, Stuart Trent

TOWN VISION

The Town of Jupiter Island is a barrier island community, between the Indian River Lagoon and the Atlantic Ocean, where the beauty of nature will always dominate the presence of man. Our vision for the future is illustrated by the traditions of the past, formed by a community of caring individuals who, with imagination and heart, have combined the island's beautiful gifts of nature with those of tradition and family. Inherent in the character of the Town are tranquility, seclusion and safety. The residents of Jupiter Island will faithfully endeavor to preserve and nurture their unique community for all future generations

STATE MANDATED STATEMENT

If a person decides to appeal any decision made by the board, agency, or commission with respect to any matter considered at such meeting or hearing, he will need a record of the proceedings, and that, 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. Any person requiring a special accommodation at this meeting because of a disability or physical impairment should contact the Town prior to the

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meeting. Please contact the Town Hall, 2 Bridge Road, Hobe Sound, FL 33455, telephone (772) 545-0103.

**MINUTES
TOWN OF JUPITER ISLAND
SOUTH MARTIN REGIONAL UTILITY (SMRU) MEETING
JULY 16, 2024
Jupiter Island Town Hall**

Called to Order: 10:07 am

Present:

Mayor Penelope Townsend
Vice Mayor Marshal Field, VI
Commissioner Anne Scott
Commissioner Joseph Taddeo
Commissioner Patricia Warner
Town Manager Robert Garlo

Also Present

Finance Director Matthew Pazanski
Public Services & Utilities Director Stuart Trent
SMRU Counsel Phillip Gildan
Projects & Development Coordinator Kim McLaughlin
Meeting Secretary Sabrina Fahrer
David Holtz – Holtz Consulting Engineers, Inc.
Curtis Robinson – Holtz Consulting Engineers, Inc.

Agenda Item 1: Consent Agenda

Category A – to be reviewed and approved (as is or edited) by Town Commission

- a. SMRU Board meeting minutes of May 14, 2024
- b. Fixed Assets Disposals
- c. Crom, LLC – Contract Renewal
- d. Pace Analytical Services, LLC – Contract Renewal

Category B – Other Information Materials (No Action Required)

- e. Murphy Pipeline – Contract Renewal

Motion to Approve: Commissioner Scott

Second: Vice Mayor Field, VI

Carried: 5-0

Agenda Item 2: Administrative Agenda

- a. Customer Service Monthly Reports – May 2024
- b. Consumer Confidence Report – May 2024
- c. Revenue and Production Charts – May 2024
- d. FY 23/24 SMRU Budget Status and Balance Sheet, Period Ending – May 2024
- e. FY 2024/2025 SMRU Proposed Budget Draft

Discussion: Director Trent presented the administrative agenda items, and questions were asked by SMRU Board members. No action was taken.

Agenda Item 3: New Contracts

- a. Ferguson Waterworks Inc. – New Contract for Material Supply Services

Discussion: SMRU staff requested the Board approve a piggyback contract for underground parts with Ferguson Waterworks, Inc. Work authorizations under the contract will be funded, as applicable, under SMRU Budget accounts: 403-412-546-124 Water Projects or 403-413-564.124, Wastewater Projects.

Motion to Approve: Vice Mayer Field
Second: Commissioner Warner
Carried: 5-0

- b. PSI Technologies - New Piggyback Contract for Motor & Pump Repairs

Discussion: SMRU staff requested the Board approve a piggyback contract for as need pumps services and repairs with PSI Technologies. Work authorizations under the contract will be funded, as applicable, under SMRU Budget accounts: 403-412-546-124 Water Projects or 403-413-564.124, Wastewater projects.

Motion to Approve: Vice Mayer Field
Second: Commissioner Scott
Carried: 5-0

- c. Xylem – New Piggyback Contract for Hurricane Pump Rentals

Discussion: SMRU staff requested the Board approve a piggyback contract for contingency portable pump rentals for hurricane season with Xylem. Work authorizations under the contract will be funded, as applicable, under SMRU Budget accounts: 403-412-546-124 Water Projects or 403-413-564.124, Wastewater Projects.

Motion to Approve: Vice Mayer Field
Second: Commissioner Warner
Carried: 5-0

PURCHASE APPROVALS

Agenda Item 4: Dataflow – Single Source Purchase Approval

Discussion: SMRU requested the Board approve a work authorization for three (3) lift stations to be connected to the operating network via Data Flow’s telemetry system in the amount of \$38,419.00 from account 403-413-564.114, Lift Stations.

Motion to Approve: Vice Mayor Field
Second: Commissioner Taddeo

Carried: 5-0

Agenda Item 5: HACH – Single Source Purchase Approval

Discussion: SMRU staff requested Board approval to purchase monitoring equipment to determine operational conditions to ensure adequate nutrient removal processing at the wastewater plant from HACH, in the amount of \$46,201.00 from account 403-413-564.121, Wastewater Improvements.

Motion to Approve: Vice Mayor Field
Second: Commissioner Taddeo
Carried: 5-0

Agenda Item 6: Caterpillar – Equipment Recommendation Purchase Approval

Discussion: SMRU staff requested the Board approve the purchase a new mini excavator and a wheeled loader from Kelly Tractor. The combined cost of \$180,384 to be expended from Machinery & Equipment budget line 403-413-546.100.

Item was continued to the Town of Jupiter Island Commission meeting on July 17, 2024, for further consideration. Please refer to TJI's July 17, 2024 minutes.

Agenda Item 7: Garber Fleet Sales - Vehicle Purchase, Dodge Ram 1500 4x4

Discussion: SMRU staff requested Board approval to purchase a new Dodge Ram for hauling and towing equipment and transportation of personnel, in the amount of \$58,243.80 to be expended from Machinery & Equipment budge line 403-412-564.100.

Motion to Approve: Vice Mayor Field
Second: Commissioner Scott
Carried: 5-0

DISCUSSIONS / UPDATES

Agenda Item 8: Holtz Consulting Wastewater Treatment Facility Near Term Capacity Analysis

Item was heard as #2 on the agenda.

Discussion: Director Trent provided an update to the WWTP Near Term Capacity Analysis. No action was taken.

Agenda Item 9: Detroit Diesel – Authorization to lower limit of liability

Discussion: Director Trent requested Board approve to execute a contract with Detroit to provide generator maintenance. Work authorizations under the contract will be funded, as applicable, under SMRU Budget accounts: Repair Maintenance Generator.

Motion to Approve: Vice Mayor Field
Second: Commissioner Warner
Carried: 5-0

Agenda Item 10: JPA Interlocal Agreement – Notice of Non-Renewal

Discussion: Director Trent discussed the Joint Planning Area Interlocal Agreement executed in January 2005 with Martin County (JPA), is set to renew in January 2025. SMRU Staff, Town Manager and Town Attorney have worked closely with Martin County to tentatively agree to terms for a replacement agreement that will supersede the terms of the existing JPA. SMRU Staff requested Board authorization to notify Martin County of non-renewal of the current JPA and begin preparing an agreement for a new JPA.

Motion to Approve: Commissioner Scott
Second: Commissioner Warner
Carried: 5-0

Agenda Item 11: PFAS Update*

Discussion: Director Trent provided an update on PFAS testing. No action was taken.

Agenda Item 12: East Fork Creek Interlocal Agreement Approved/BID Recommendation

Discussion: Director Trent requested Board approval of the East Fork Creek Interlocal Agreement with Martin County for the replacement of a conflict forcemain. and approval of the construction of the proposed work. Funds for the project will be expended from the “Projects” FL line in the Utility’s 403 account.

Motion to Approve: Commissioner Scott
Second: Commissioner Taddeo
Carried: 5-0

Agenda Item 13: Customer Service Building Mural – Art in Public Places Installation

Discussion: SMRU staff presented a proposal for a community project mural painting on the side of the customer service building, requesting a contribution to the non-profit program funding.

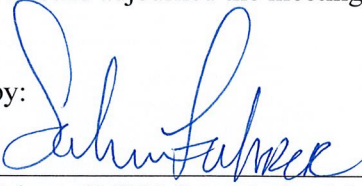
Motion to Deny: Vice Mayor Field
Second: Commissioner Scott
Carried: 5-0

Agenda Item 14: Other items*

There were no other items.

PUBLIC COMMENTS

There were no public comments.
Mayor Townsend adjourned the meeting at 12:23 pm.

Attested by: 

Sabrina Fahrner, SMRU Commission Meeting Secretary



SOUTH MARTIN REGIONAL UTILITY (SMRU)

9000 ATHENA STREET • P.O. BOX 395 • HOBE SOUND, FLORIDA 33475-0395

(772) 546-2511 • FAX (772) 546-7619

TO: Penelope Townsend, Mayor
Marshall Field VI, Vice Mayor
Anne Scott, Commissioner
Patricia Warner, Commissioner
Joseph Taddeo, Commissioner

FROM: Stuart Trent, P.E., SMRU Director

THROUGH: Robert Garlo, Town Manager

DATE: September 10, 2024

SUBJECT: **Florida-Spectrum Environmental Services, Inc. – Contract Renewal**

BACKGROUND

South Martin Regional Utility (SMRU) uses contract laboratory services to perform water and wastewater analysis as part of regulatory reporting and operational needs of the utility. Florida-Spectrum Environmental Services, Inc. (Florida Spectrum) is a large laboratory providing services to SMRU and surrounding utility providers and has been a reliable and cost-effective solution to the Utility's needs since 2017. A SMRU contract with Florida Spectrum was adopted in September 2021 that is renewable for a three-year renewal term in September 2024. Pricing with Florida Spectrum will remain the same for this renewal.

Staff wish to continue using Florida Spectrum as they have demonstrated excellent service and remain the best value to SMRU. This renewal agreement has been reviewed by SMRU attorney for sufficiency.

REQUESTED ACTION

SMRU staff requests that the SMRU Board approve the three-year contract renewal term with Florida-Spectrum Environmental Services, Inc. with all remaining contract conditions remaining consistent and unchanged. Expenditures will be assigned to the appropriate SMRU Budget GL number relevant to the assigned work; 401-412-534.133 and 401-413-534-133.

RENEWAL AGREEMENT FOR
CONTRACT FOR ANALYTICAL LABORATORY SERVICES

THIS RENEWAL AGREEMENT (“Renewal Agreement”) made as of the Effective Date, defined below, by and between the Town of Jupiter Island, Florida, a political subdivision of the State of Florida, hereinafter the “Owner” with an office located at 2 Bridge Road, Hobe Sound, Florida 33455, and Florida-Spectrum Environmental Services, Inc. (the “**Contractor**”, with its principal address at 1460 W. McNab Road, Ft. Lauderdale, FL 33309.

WHEREAS, Owner and Contractor entered into an Agreement for Analytical Laboratory Services, dated September 16, 2021 (the “**Original Agreement**”, as amended by Amendment to Agreements dated November 22, 2023 (the “**Amendment**”, and together with the Original Agreement, collectively the “**Agreement**”; and

WHEREAS, Owner and Contractor desire to enter into the first two (2), three (3) year renewal terms, pursuant to the terms of the Agreement.

NOW THEREFORE, in consideration of the mutual promises and covenants contained in the Agreement and in this Renewal Agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Definitions set forth in the Agreement, as amended, shall apply to this Renewal Agreement.
2. The Term of the Agreement is extended from September 15, 2024, through September 15, 2027.
3. The Unit Prices set forth in Exhibit 1 of the Amendment will be effective for the renewal term from September 15, 2024, through September 15, 2027, as may be adjusted pursuant to the terms of the Contract Documents, as defined in the Original Agreement.
4. Except for the terms of this Renewal Agreement as set forth above, the terms and conditions of the Agreement remain in full force and effect.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE OWNER’S TOWN CLERK, WHO IS THE OWNER’S CUSTODIAN OF PUBLIC RECORDS, AT:

Office of the Town Clerk
Town of Jupiter Island
2 S.E. Bridge Road
Hobe Sound, Florida 33475
772-545-0100
kkogos@tji.martin.fl.us

[signature page follows]

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be duly executed and effective as of the date executed by Town (the "Effective Date").

Authentication

The Town of Jupiter Island, Florida

Town Clerk

(TOWN SEAL)

By: _____
Penelope Townsend
Its Mayor

Date: _____

Florida-Spectrum Environmental Services, Inc.

By: *Katharine A. Kutil*
Director of Sales & Marketing
Its Authorized Representative



SOUTH MARTIN REGIONAL UTILITY (SMRU)

9000 ATHENA STREET • P.O. BOX 395 • HOBE SOUND, FLORIDA 33475-0395

(772) 546-2511 • FAX (772) 546-7619

TO: Penelope Townsend, Mayor
Marshall Field VI, Vice Mayor
Anne Scott, Commissioner
Patricia Warner, Commissioner
Joseph Taddeo, Commissioner

FROM: Stuart Trent, P.E., SMRU Director

THROUGH: Robert Garlo, Town Manager

DATE: September 10, 2024

SUBJECT: **Synagro South, LLC (Synagro) Contract Renewal for Biosolids Hauling, Disposal and Back-up Dewatering**

BACKGROUND

The South Martin Regional Utility (SMRU) owns and operates a wastewater treatment facility that produces wastewater byproduct consisting of biomass that cannot be further reduced or eliminated onsite. The biomass builds up over a period of time requiring dewatering and disposal at a landfill. Biomass disposal is critical to the wastewater treatment facility FDEP operating permit and if the plant is operating, must be performed regularly.

Synagro currently provides biomass dewatering and hauling services to the SMRU, and its current contract is expiring On September 9, 2024. SMRU seeks approval of the third and final, one-year renewal of the Synagro contract, extending the term to September 9, 2025. Pricing has been adjusted as allowed by the contract terms in the amount of an increase of 3.18%. SMRU staff believes the price increase is reasonable.

This renewal agreement has been reviewed by SMRU's attorney for legal sufficiency.

RECOMMENDATION

SMRU staff requests that the SMRU Board approve renewal of the Synagro agreement extending its term to September 9, 2025, and authorize the Mayor to sign the agreement. Funds will be expended from the GL Line 401-413-534.127 "Contracted Services – Sludge Removal".

**RENEWAL AGREEMENT
FOR
BIOSOLIDS SERVICES**

THIS RENEWAL AGREEMENT (“Renewal Agreement”) made as of the Effective Date, defined below, by and between the Town of Jupiter Island, Florida, a political subdivision of the State of Florida (“Owner”), with an office located at 2 Bridge Road, Hobe Sound, Florida 33455, and Synagro South, LLC, a foreign limited liability company authorized to do business in the State of Florida (“Contractor”), with its principal address at 435 Williams Court, Suite 100, Baltimore, Md 21220.

WHEREAS, Owner and Contractor entered into a Contract for Biosolids Services, dated September 10, 2019 (“Agreement”); and desire to enter into the third of three (3), one (1) year renewal terms.

NOW THEREFORE, in consideration of the mutual promises and covenants contained in the Agreement and in this Renewal Agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Definitions set forth in the Agreement shall apply to this Renewal Agreement.
2. The Term of the Agreement is extended from September 9, 2024, through September 9, 2025.
3. The Unit Prices in effect for the second renewal term will remain in effect for this third renewal term.
4. The Agreement is amended to incorporate the following provisions:

a) Scrutinized Companies List. Pursuant to Section 787.135, Florida Statutes, Contractor represents that it is not on the Scrutinized Companies that Boycott Israel List, maintained by the State of Florida, and is not engaged in a boycott of Israel. Additionally, if the Agreement Price is \$1,000,000 or more, Contractor represents that neither Contractor nor its principals or owners are listed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engages in business activities in Sudan or Cuba. Violations of this section may result in termination of the Agreement and recovery of all monies paid to Contractor under the Agreement.

b) Federal Labor/Employment Laws. In accordance with Section 255.20, Florida Statutes, Contractor represents that it has not been found guilty by a court of any violation of federal labor or employment tax laws regarding the subjects such as safety, tax withholding, workers’ compensation, reemployment assistance of unemployment tax, social security and Medicare tax, wage or hour, or prevailing rate laws with the past five (5) years.

c) Prohibited Persons. Neither Contractor nor any of its respective officers, directors, shareholders, partners, members or affiliates (including without limitation indirect holders of equity interests in Contractor) is or will be an entity or person(i) that is lists in the Annex t, or is otherwise subject to the provisions of Executive Order 13224 issued on September 24, 2001 (“EO13224”), (ii) whose name appears on the United States Treasury Department’s Office of Foreign Assets Control (“OFAC”) most current list of “Specifically Designated National and Blocked Persons” (which list may be published from time to time in various mediums including, but not limited to, the OFAC website, <http://www.treas.gov/offices/enforcement/ofac/sdn/t11sdn.pdf>), (iii) who commits, threatens to commit or supports “terrorism”, as that term is defined in EO13224, (iv) is subject to sanction of the United States Government or is in violation of any federal, state, municipal or local laws, statutes, codes, ordinances, orders, decrees, rules or regulations relating to terrorism or money laundering, including, without limitation, EO13224, or

(v) who is otherwise affiliated with any entity or person listed above (and all parties described in clauses (i) – (v) above are herein referred to as a “Prohibited Person”.)

d) E-Verify/Verification of Employment Status. As required by Section 448.095(2)(a), Florida Statutes, Contractor represents to Owner that Contractor has registered with and uses the E-Verify System to verify the work authorization status of all newly hired employees. Contractor must provide documentation of its compliance with this requirement to Owner upon Owner’s request. If Contractor enters into a contract with a subcontractor, the subcontractor must provide Contractor with an affidavit that the subcontractor does not employ an unauthorized alien. Contractor must maintain a copy of such affidavit(s) for the duration of the contract. Contractor must provide documentation of its subcontractors’ compliance with this requirement to Owner upon Owner’s request. Contractor agrees that its violation of this section will be grounds for the unilateral termination of the contract by Owner, which termination is not a breach of contract.

5. Except for the Term as set forth above, the terms and conditions of the Agreement remain in full force and effect.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE OWNER’S TOWN CLERK, WHO IS THE OWNER’S CUSTODIAN OF PUBLIC RECORDS, AT:

Office of the Town Clerk
Town of Jupiter Island
2 S.E. Bridge Road
Hobe Sound, Florida 33475
772-545-0100
kkogos@tji.martin.fl.us

IN WITNESS WHEREOF, the parties hereto have caused this Renewal Agreement to be duly executed and effective as of the date executed by Owner (the “Effective Date”).

Authentication

The Town of Jupiter Island, Florida

Town Clerk

By: _____


Penelope Townsend
Its Mayor

(TOWN SEAL)

Date: _____

Synagro South, LLC

By: _____


Rhofee Callan

Its Authorized Representative

August 13, 2024

South Martin County Regional/ Jupiter Island
Mike Gavin
PO Box 395
Hobe Sound, FL 33455

Re: CPI Cost Adjustment- Piggyback North Port

To Whom it May Concern:

Per our contract with North Port, Synagro is entitled to an adjustment of our contract price(s) effective at the anniversary of the North Port contract which your contract is piggybacked on. Such price(s) shall be adjusted annually consistent with the U.S. Department of Labor, Bureau of Labor Statistics' Consumer Price Index (CPI) for Tampa- St. Petersburg-Clearwater, Not Seasonally Adjusted with the base being 1st Half 2023. We hereby inform you that an adjustment for cost escalation has been calculated as follows:

Item Description	CPI Percentage Multiplier	Base Price	Price Adjustment Percentage	New Price	Unit
Dewatering, Landfill	100.00 %	\$.0988	3.18%	\$.1020	Gallon
Outside Disposal	100.00 %	\$393.05	3.18%	\$405.54	Dry Ton

We shall prepare our invoices effective October 1, 2024 through September 30, 2025 with the adjusted unit prices, as stated above.

Again, we greatly appreciate your business and thank you for your consideration.

Sincerely,




Danielle Phillips
Sr. Accountant

cc: Lee Vernon, Tod Tucker, Rhylee Callan, Jessica Stahl, Phyllis Ray, File

Databases, Tables & Calculators by Subject

 [Special Notices](#) 4/25/2024

Change Output Options:

From: To: 

include graphs include annual averages

[More Formatting Options](#) 

Data extracted on: August 13, 2024 (9:46:21 AM)

Consumer Price Index for All Urban Consumers (CPI-U)

Series Id: CUURS35DSA0, CUUSS35DSA0
 Not Seasonally Adjusted
Series Title: All items in Tampa-St. Petersburg-Clearwater, FL, all urban consumers, not seasonally adjusted
Area: Tampa-St. Petersburg-Clearwater, FL
Item: All items
Base Period: 1987=100

Download:  [xlsx](#)

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual	HALF1	HALF2
2014													210.815	210.736	210.895
2015													211.557	211.414	211.699
2016													214.037	212.502	215.572
2017											220.102		219.461	218.529	220.394
2018	221.794		223.157		224.027		224.608		225.874		225.247		224.263	223.318	225.207
2019	222.774		226.927		229.018		229.334		229.219		229.740		228.134	226.791	229.478
2020	231.258		231.619		231.032		233.447		236.804		236.989		233.844	231.698	235.989
2021	239.135		242.910		245.419		248.811		251.221		255.851		247.951	243.219	252.682
2022	262.052		267.590		273.245		276.750		277.490		280.395		273.597	268.823	278.371
2023	285.267		288.319		293.269		292.974		296.146		295.029		292.258	289.408	295.108
2024	296.477		299.030		298.673									298.617	

U.S. BUREAU OF LABOR STATISTICS Postal Square Building 2 Massachusetts Avenue NE Washington, DC 20212-0001

Telephone: 1-202-691-5200 Telecommunications Relay Service: 7-1-1 www.bls.gov [Contact Us](#)



SOUTH MARTIN REGIONAL UTILITY (SMRU)

9000 ATHENA STREET • P.O. BOX 395 • HOBE SOUND, FLORIDA 33475-0395

(772) 546-2511 • FAX (772) 546-7619

TO: Penelope Townsend, Mayor
Marshall Field VI, Vice Mayor
Anne Scott, Commissioner
Patricia Warner, Commissioner
Joseph Taddeo, Commissioner

FROM: Stuart Trent, P.E., SMRU Director

THROUGH: Robert Garlo, Town Manager

DATE: September 10, 2024

SUBJECT: Ferguson Enterprises, LLC - Sunstate Meter & Supply – Contract Renewal

BACKGROUND

South Martin Regional Utility (SMRU) uses Neptune brand water meters for SMRU customer water meters, having standardized SMRU water meters with one meter brand for ease of operation and maintenance. SMRU requires new and replacement Neptune Meters from time to time throughout the year. Sunstate Meter & Supply, Inc. (Sunstate) is the sole-source provider of Neptune Meters in the State of Florida, and the current SMRU contract term with Sunstate expires September 15, 2024.

SMRU desires to enter an extension of the term of the existing contract with Sunstate for the Purchase and Delivery of Water Meters for the second of two, one-year renewals, extending the term to September 15, 2025. Pricing has been adjusted as allowed by contract and ranges from 0% to 0.7% dependent upon meter size.

This renewal agreement has been reviewed by SMRU's attorney for legal sufficiency.

REQUESTED ACTION

SMRU staff requests that the Board approve this contract renewal for the Purchase and Delivery of Water Meters with Ferguson Enterprises, LLC, dba Sunstate Meter & Supply, Inc., extending the term to September 15, 2025, and authorize the Mayor to sign. Expenditures will be assigned to the appropriate SMRU Budget GL number relevant to the assigned work.

RENEWAL AGREEMENT FOR
CONTRACT FOR PURCHASE AND DELIVERY OF WATER METERS

THIS RENEWAL AGREEMENT (“Renewal Amendment”) made as of the Effective Date, defined below, by and between the Town of Jupiter Island, Florida, a political subdivision of the State of Florida, hereinafter the “Owner” with an office located at 2 Bridge Road, Hobe Sound, Florida 33455, and Ferguson Enterprises, LLC, a Virginia limited liability company authorized to do business in the State of Florida, assignee of Sunstate Meter & Supply, Inc.’s contractual obligations, including the Agreement, defined below, and doing business as Sunstate Meter & Supply, mailing address: 14001 W. Newberry Road, Newberry, Florida 32669-2710, Phone No. (352) 332-7106 (the “Vendor”)

WHEREAS, Owner and Vendor entered into a Contract for Purchase and Delivery of Water Meters, dated September 16, 2020, as amended by the Amendment to Contract for Purchase and Delivery of Water Meters, dated October 28, 2022 (collectively, the “Agreement”); and

WHEREAS, Owner and Vendor desire to enter into the second of two (2), one (1) year renewal terms, pursuant to the terms of the Agreement.

NOW THEREFORE, in consideration of the mutual promises and covenants contained in the Agreement and in this Renewal Agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Definitions set forth in the Agreement, as amended, shall apply to this Renewal Agreement.
2. The Term of the Agreement is extended from September 15, 2024, through September 15, 2025.
3. Exhibit 1 of the Agreement is amended to replace the Unit Prices set forth in Exhibit 1 of the Agreement with the Exhibit 1 attached to this Agreement, and will be effective for the second renewal term from September 15, 2024 through September 15, 2025.
4. Except for the terms of this Renewal Agreement as set forth above, the terms and conditions of the Agreement remain in full force and effect.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE OWNER’S TOWN CLERK, WHO IS THE OWNER’S CUSTODIAN OF PUBLIC RECORDS, AT:

Office of the Town Clerk
Town of Jupiter Island
2 S.E. Bridge Road
Hobe Sound, Florida 33475
772-545-0100
kkogos@tji.martin.fl.us

[signature page follows]

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be duly executed and effective as of the date executed by Town (the "Effective Date").

Authentication

The Town of Jupiter Island, Florida

Town Clerk

By: _____

Penelope Townsend
Its Mayor

(TOWN SEAL)

Date: _____

**Ferguson Enterprises, LLC,
dba Sunstate Meter & Supply.**

By: Andy Crowe - General Manager
Andy Crowe, General Manager
Its Authorized Representative

SECRETARIAL CERTIFICATE OF AUTHORIZATION

The undersigned Assistant Secretary of Ferguson Enterprises, LLC, duly organized and existing under the laws of Virginia (the "Company"), hereby designates and certifies that the following employee of the Company, is authorized, on behalf of the Company to take the action(s) designated herein and to execute any and all documents necessary to further such actions:

Individual Name: Andy Crowe

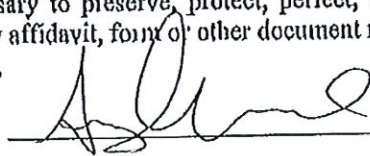
Title: General Manager III

09
66

Authorized Action(s):

1. To execute and file on behalf of the Company the following: A.) Any affidavit, lien application, lien, lien waiver, payment application and release of lien necessary to preserve, protect, perfect, or remove any encumbrances in or on real or personal property. B.) Any affidavit, form or other document requested by an issuing bank in connection any check fraud investigation.

Individual's Signature: _____



2. To enter into contracts, agreements or other documents, and to execute such documents and undertake all such acts as may deemed in the best interest of the Company.
3. To prepare and submit bids and proposals to the Company's customers

This certificate of authorization shall be effective from the date hereof until January 30, 2025 unless withdrawn sooner in writing. The provisions of this Certificate are in conformity with a Resolution adopted by the Board of Directors of the Company effective July 31, 2023.

In witness whereof, I have hereunto subscribed my name and affixed the seal of the Company, effective January 31, 2024.



(Company Seal)

Ferguson Enterprises, LLC

Wesley E. Rice
Assistant Secretary

Commonwealth of Virginia
City of Newport News

Sworn to subscribe and acknowledged before me on January 31, 2024, by Wesley E. Rice, personally known to me, in his capacity as Assistant Secretary of Ferguson Enterprises, LLC, a Virginia LLC, on behalf of such Company.



(Notary Seal)

Notary - Casey Mehlhoff
My commission expires: July 31, 2026

EXHIBIT 1

UPDATED UNIT PRICES

South Martin Regional Utility
PRICE SHEET TERM: 10/16/24 - 10/15/25

2024-2025
Neptune
Unit Price

<u>Item Number</u>	<u>Description</u>	<u>Unit Price</u>
1	Any Size/Model Pit E-Coder-ProCoder R900i V4 Gallon Register	\$ 201.30
2	5/8"x3/4" T10 Water Meter W/R900i V4 Pit Gallon Register	\$ 233.70
3	1" T10 Water Meter W/R900i V4 Pit Gallon Register	\$ 367.20
4	1-1/2" T10 Water Meter W/R900i V4 Pit Gallon Register	\$ 714.30
5	2" T10 Water Meter W/R900i V4 Pit Gallon Register	\$ 851.95
6	5/8"x3/4" Mach 10 Meter W/Integrated R900i V4 Register	\$ 334.80
7	1" Mach 10 Meter W/Integrated R900i V4 Register	\$ 497.23
8	1-1/2" Mach 10 Meter W/Integrated R900i V4 Register	\$ 1,013.48
9	2" Mach 10 Meter W/Integrated R900i V4 Register	\$ 1,203.80
10	3" Mach 10 Meter W/Integrated R900i V4 Register (12" or 17" LL)	\$ 3,347.34
11	4" Mach 10 Meter W/Integrated R900i V4 Register (14" or 20" LL)	\$ 4,255.35
12	6" Mach 10 Meter W/Integrated R900i V4 Register (18" or 24" LL)	\$ 6,968.28
13	R900 Pit Lid Antenna Kit - 6' Length	\$ 35.05
14	Neptune 360 SaaS Platform (AMR) Annual Subscription - Per Meter/Per Year Connected Endpoints 10,001-20,000	\$ 1.01

Pricing Term: 10/16/24 - 10/15/25

*Ferguson Waterworks
 Meter & Automation Group
 4510 Prosperity Drive
 Fort Pierce, Fl. 34981*

*Contact: Ben Jacobs - AMR/AMI Specialist
 Cell Phone: 561-386-8541
 Email: benjamin.jacobs@ferguson.com
 Ben.Jacobs*

Town of Jupiter Island/South Martin Regional Utility
 Asset/Inventory Disposal Listing
 September 10, 2024

ASSET INFORMATION

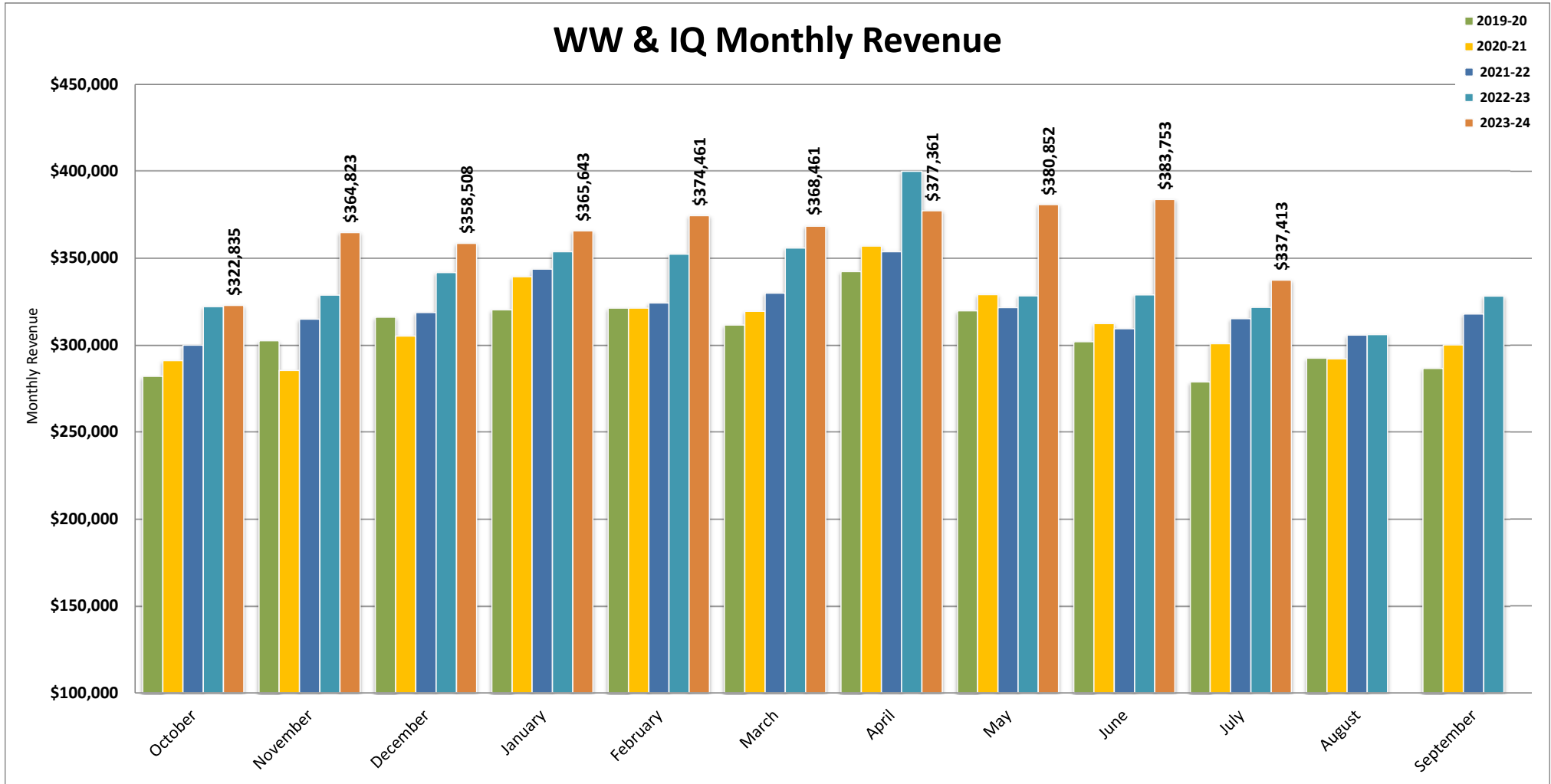
Date Added	Location	Asset/Inventory/ Surplus	Asset ID#	Quantity	Description #1	Description #2	Manufacturer	Model #	Serial #	Estimated Salvage Value	Disposal Method
5/31/24	DIST	Asset	N/A	2	¾" X ¾" brass water meters		Precision/Invensys	none	Multi	\$ 12.00	
5/31/24	DIST	Asset	N/A	1	1½" brass water meter		Precision/Invensys	none	Multi	\$ 6.00	
6/28/24	COLL	Asset	422901	1	C40-93, Pump #2	FEA	Hydromatic	H4H15100M3/4-4	10727848	\$ 5.00	
6/30/24	DIST	Asset	N/A	6	¾" X ¾" brass water meters		Precision/Invensys	none	Multi	\$ 36.00	
6/30/24	DIST	Asset	N/A	4	1" brass water meters		Precision/Invensys	none	Multi	\$ 24.00	
7/31/24	DIST	Asset	N/A	4	1" brass water meters		Precision/Invensys	none	Multi	\$ 24.00	

Customer Service Activity Log - June 2024

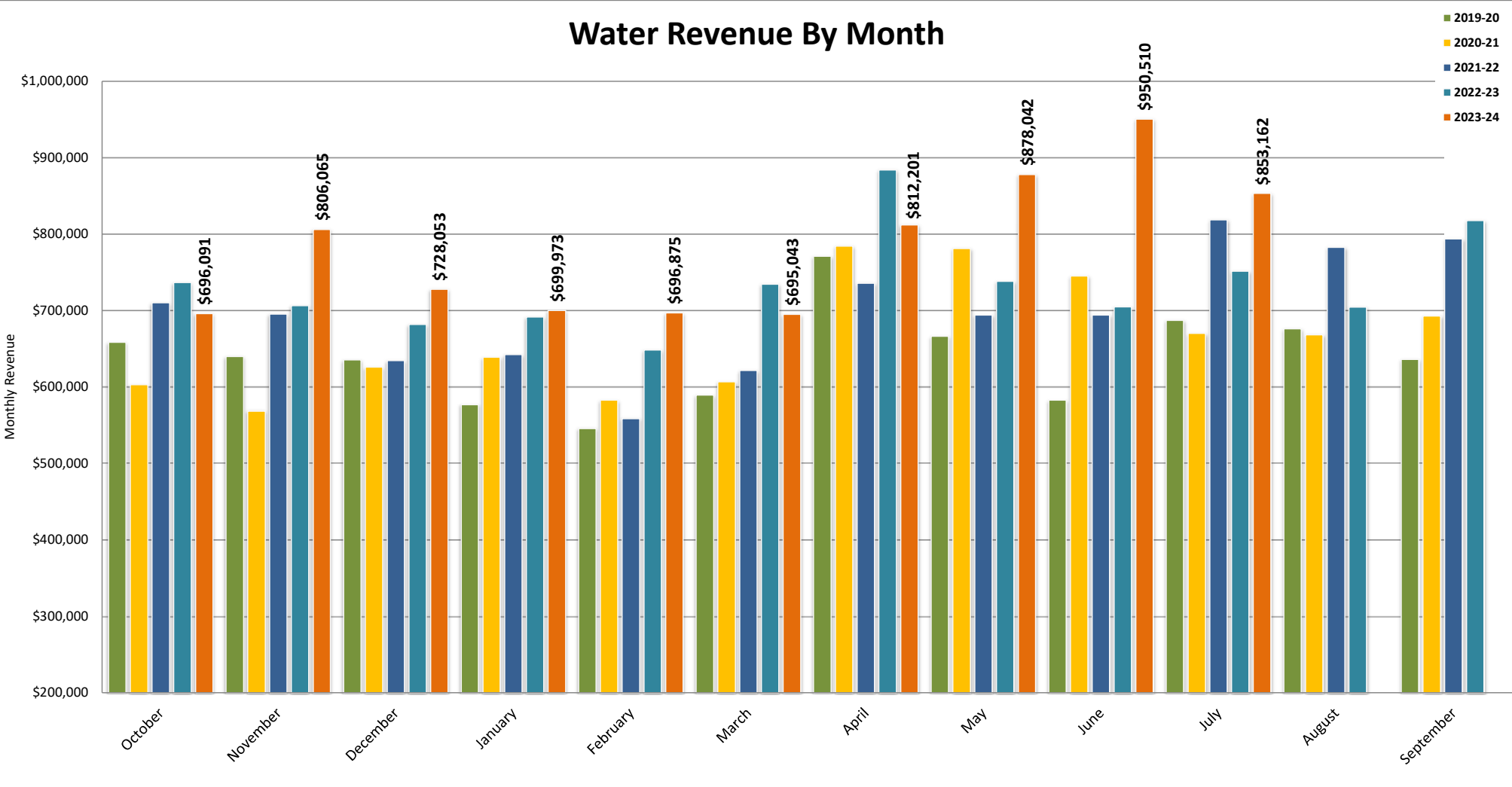
		Current Month	Monthly Average	Yearly Total
UTILITY GENERATED SERVICE ORDERS		504	394	4729
Door Hangers, boil water or other notices	106			
Complaint - customer complaints about an SMRU employee	0			
Get Read - get current meter reading	39			
Miscellaneous - Lead & copper water sample pickups and other	0			
Inquiry - check locked meters or investigate meter conditions	19			
Hydrant Maintenance	1			
Replace Meters - replace old, damaged or hard to read meters	8			
SMRU Rereads - reread meter reading for billing	258			
Maintenance - replacement of meter boxes and lids, pruning vegetation	6			
Meters locked for nonpayment	35			
Meters unlocked after payment has been made	32			
CUSTOMER REQUESTED WATER METER SERVICE ORDERS		83	87	1047
Bench Test Meter - testing meter for accuracy at customer's request	0			
Cost and Availability - cost/availability to provide water and/or sewer service	1			
Final Read - final reading for customer	37			
Install Meter/Inspect Meter/Inspect Sewer/Verify Backflow	2			
Request On/Request Off - customer requested meter locked/unlocked	3			
Turn Meter On/Off - for customers to make repairs to their water lines	11			
Pull Meter - nonpayment, tampering, take out of service	3			
Meeting with customer	0			
Customer Requested Read - read meter for customer	26			
PHONE CALLS FOR WATER QUALITY REQUIRING A SERVICE ORDER		6	9	110
Water Quality - customer requested testing by water plant operator	1			
Water Pressure - drop in water pressure	2			
Water Breaks - water main breaks/repairs	3			
Flushing Fire Hydrants - for water quality purposes	0			
PHONE CALLS FOR SEWER REQUIRING A SERVICE ORDER		10	11	128
Odor Complaints	0			
Lift Station - alarm calls/Lift Station Maintenance	5			
Sewer Backups - sewer water backing up into customers home	5			
TOTAL SERVICE ORDERS		603	501	6,014
J; Customer Service; Monthly Board Packet				

Customer Service Activity Log - July 2024

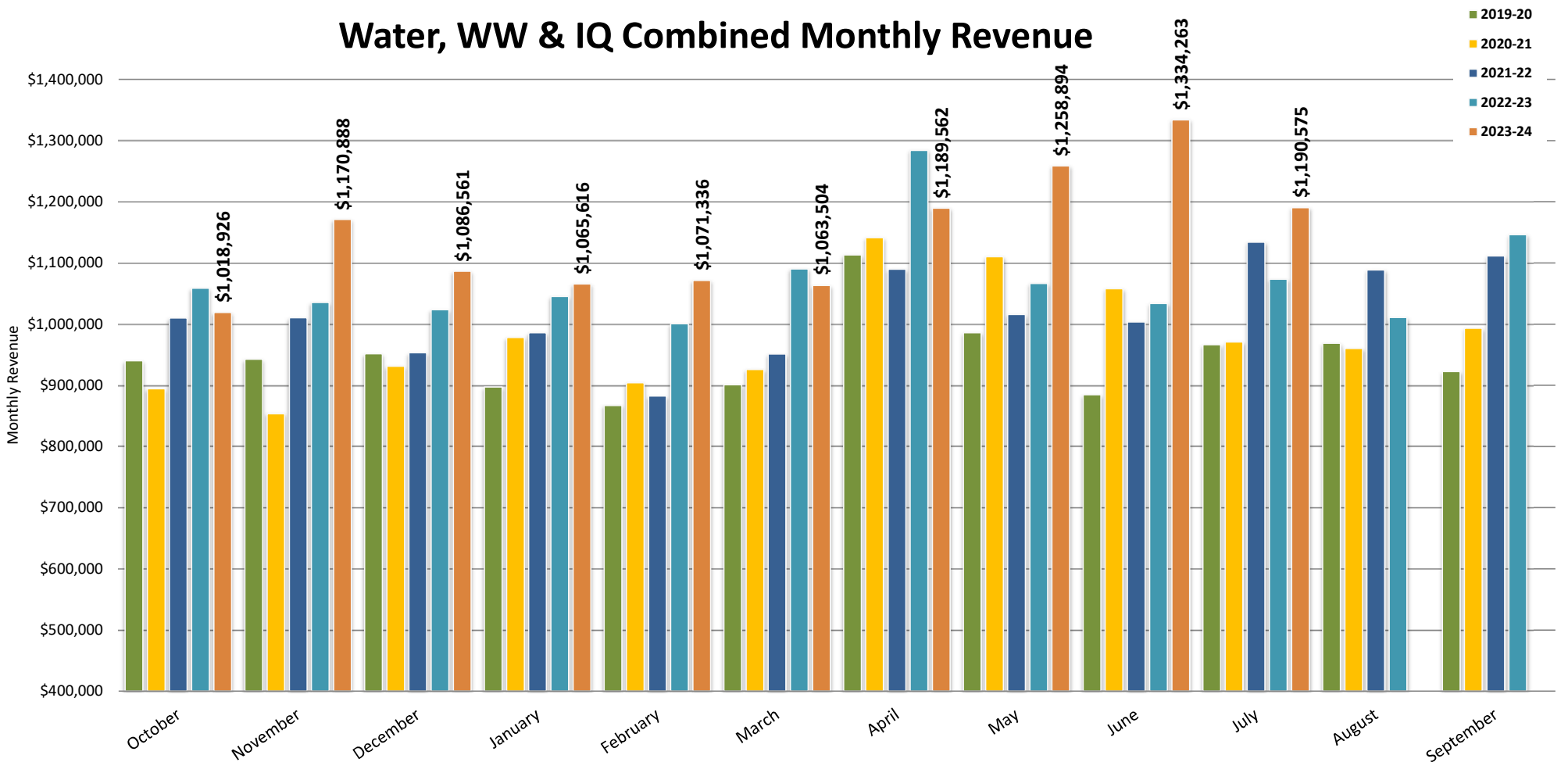
		Current Month	Monthly Average	Yearly Total
UTILITY GENERATED SERVICE ORDERS		417	402	4824
Door Hangers, boil water or other notices	10			
Complaint - customer complaints about an SMRU employee	0			
Get Read - get current meter reading	61			
Miscellaneous - Lead & copper water sample pickups and other	0			
Inquiry - check locked meters or investigate meter conditions	30			
Hydrant Maintenance	1			
Replace Meters - replace old, damaged or hard to read meters	14			
SMRU Rereads - reread meter reading for billing	224			
Maintenance - replacement of meter boxes and lids, pruning vegetation	11			
Meters locked for nonpayment	34			
Meters unlocked after payment has been made	32			
CUSTOMER REQUESTED WATER METER SERVICE ORDERS		100	90	1077
Bench Test Meter - testing meter for accuracy at customer's request	0			
Cost and Availability - cost/availability to provide water and/or sewer service	1			
Final Read - final reading for customer	27			
Install Meter/Inspect Meter/Inspect Sewer/Verify Backflow	34			
Request On/Request Off - customer requested meter locked/unlocked	2			
Turn Meter On/Off - for customers to make repairs to their water lines	8			
Pull Meter - nonpayment, tampering, take out of service	1			
Meeting with customer	0			
Customer Requested Read - read meter for customer	27			
PHONE CALLS FOR WATER QUALITY REQUIRING A SERVICE ORDER		9	10	114
Water Quality - customer requested testing by water plant operator	2			
Water Pressure - drop in water pressure	7			
Water Breaks - water main breaks/repairs	0			
Flushing Fire Hydrants - for water quality purposes	0			
PHONE CALLS FOR SEWER REQUIRING A SERVICE ORDER		4	10	124
Odor Complaints	0			
Lift Station - alarm calls/Lift Station Maintenance	1			
Sewer Backups - sewer water backing up into customers home	3			
TOTAL SERVICE ORDERS		530	512	6,139
J; Customer Service; Monthly Board Packet				



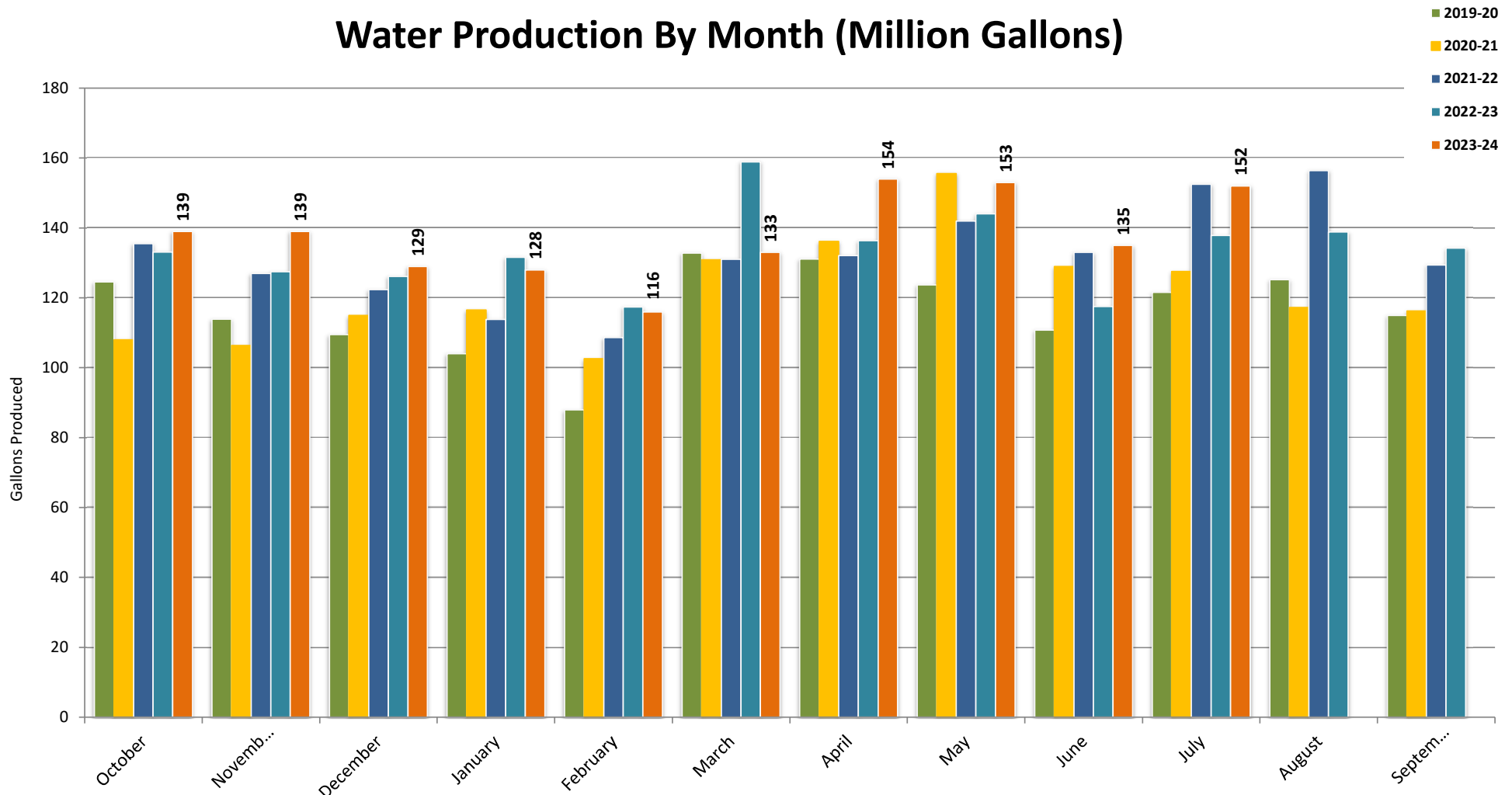
Water Revenue By Month

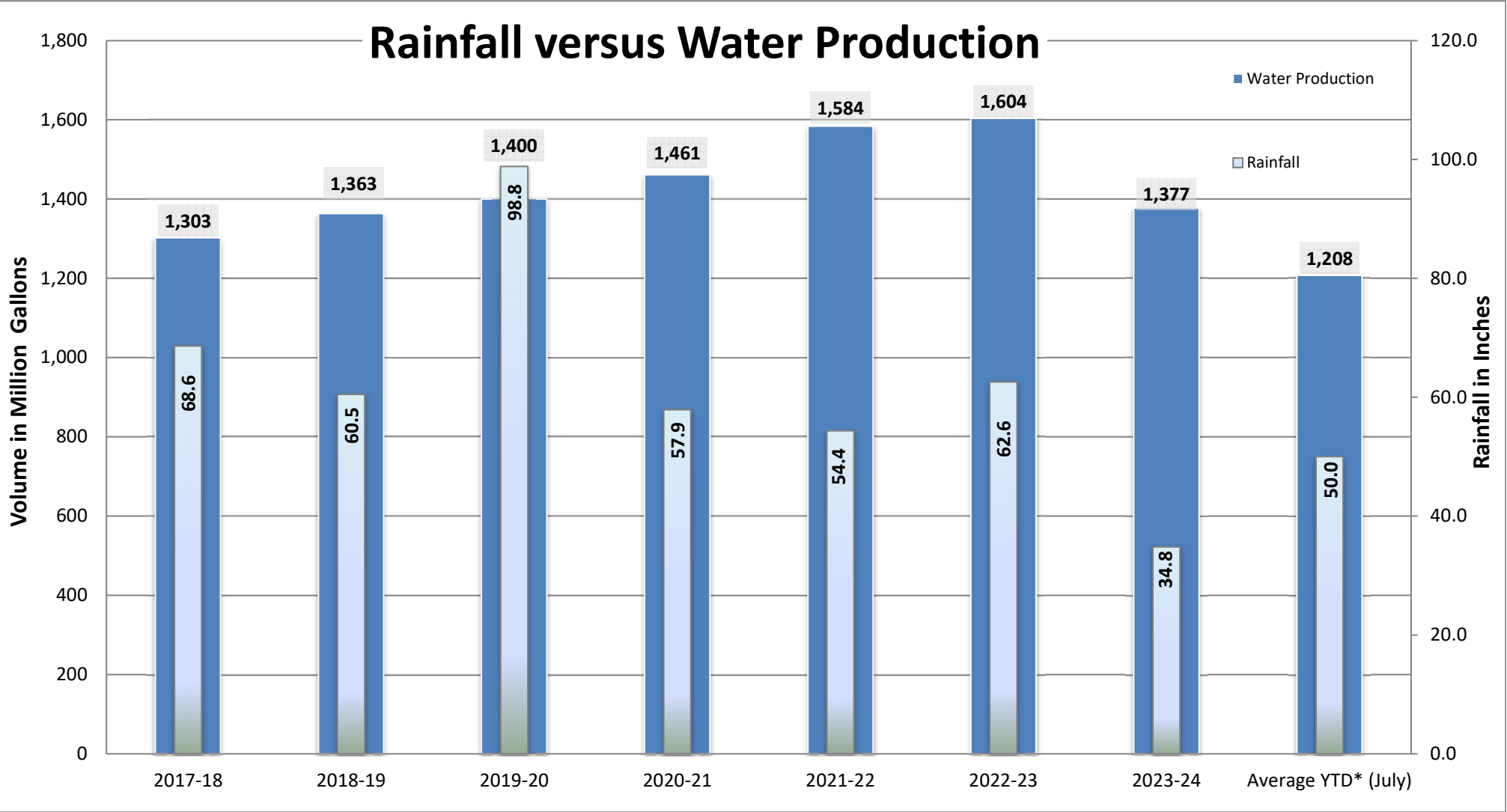


Water, WW & IQ Combined Monthly Revenue



Water Production By Month (Million Gallons)





*Average of same months in prior fiscal years

**SOUTH MARTIN REGIONAL UTILITY
BUDGET FY 2024**

Account Description	FY 2024 Adopted Budget	FY 2022-2023 Prior Year to Date 7/31/2023	FY 2023-2024 Year to Date 7/31/2024	YTD 83% Target
Revenue				
Water Revenues	8,025,314	6,920,961	7,429,659	93%
Waste Water Revenue	3,715,719	2,937,655	3,122,879	84%
Other Services	623,857	830,165	678,045	109%
Miscellaneous Revenues	200,000	778,002	1,219,205	610%
Total Operating Revenues	12,564,890	11,466,782	12,449,788	99%
Connection Fees	110,000	576,956	258,686	235%
Contribution in Aid of Construction	500,000	0	0	0%
Transfer From Prior Yr Budget	2,090,000	0	0	0%
Transfer from Reserves	2,918,106	833,547	1,550,000	53%
Connection Fee Reserves	1,400,000	0	0	0%
Total Revenues	19,582,996	12,877,286	14,258,474	73%
Expenses				
Payroll	2,938,038	2,124,200	2,376,843	81%
Pension	397,350	80,248	55,490	14%
Benefits	968,940	672,619	700,321	72%
Total Personnel	4,304,328	2,877,067	3,132,654	73%
Total Operating	4,751,559	3,369,828	3,309,974	70%
Total Personnel and Operating	9,055,887	6,246,895	6,442,628	71%
Capital Fund (402)	514,109	140,499	73,942	14%
Capital Fund (406 & 407)	1,510,000	0	0	0%
Renewal & Replacement Fund - (403)	6,665,000	881,192	1,853,576	28%
Debt Service Fund (404)	1,838,000	1,501,667	1,531,667	83%
Transfer from Reserves		833,547	1,550,000	
Total Non - Operating	10,527,109	3,356,906	5,009,184	48%
Total Expenses	19,582,996	9,603,801	11,451,812	58%
Total +/-	0	3,273,485	2,806,661	

08/01/2024

BALANCE SHEET FOR TOWN OF JUPITER ISLAND
Period Ending 07/31/2024

GL Number	Description	Balance
Fund 401 - UTILITY OPERATIONS/MAINT FUND		
*** Assets ***		
401-000-101.000	CASH IN BANK-SEACOAST NATIONA	1,971,604.21
401-000-101.152	INVESTMENT POOL	14,049,643.21
401-000-101.155	INVESTMENT-SBA	7,593,840.03
401-000-101.158	INVESTMENT	7,754,533.37
401-000-102.001	PETTY CASH	300.00
401-000-102.002	CHANGE FUND	650.00
401-000-115.401	ACCOUNTS REC-UTILITY BILLING	936,256.34
401-000-117.000	ALLOWANCE FOR UNCOLLECTIBLE A	(80,949.03)
401-000-121.000	ASSESSMENTS	326,140.47
401-000-125.121	ASSESSMENT INTEREST RECEIVABL	3,686.99
401-000-131.001	DUE FROM GENERAL FUND	170.07
401-000-133.001	DUE FROM STATE OF FLORIDA	764.27
401-000-141.001	INVENTORY	351,843.93
401-000-154.003	DEFERRED LOSS-2006 REFUNDING	156,048.75
401-000-154.004	DEFERRED LOSS-2010 REFUNDING	201,232.46
401-000-154.010	DEFERRED OUTFLOWS	83,492.00
401-000-155.000	PREPAID ITEMS	7,067.72
401-000-161.901	LAND-WATER SYSTEM	14,303,500.00
401-000-161.902	LAND-WASTE WATER SYSTEM	86,677.00
401-000-162.901	BUILDINGS-WATER	6,814,899.21
401-000-162.902	BUILDINGS-WASTE WATER	5,077,965.37
401-000-162.903	BUILDINGS-GENERAL	452,517.59
401-000-164.901	WATER DISTRIBUTION SYSTEM	36,644,627.27
401-000-164.902	WASTE WATER COLLECTION SYSTEM	27,229,279.73
401-000-164.903	WELLS	6,615,480.27
401-000-165.901	ACCUM DEP-WATER	(23,826,144.66)
401-000-165.902	ACCUM DEP-WASTE WATER	(16,873,312.83)
401-000-166.900	FURNITURE, FIXTURES& EQUIPMEN	3,567,083.84
401-000-166.901	EQUIPMENT-WATER	3,238,582.49
401-000-166.902	EQUIPMENT-WASTE WATER	3,526,582.08
401-000-167.900	A/D-FURNITURE, FIX., & EQUIP.	(3,000,683.20)
401-000-169.900	CONSTRUCTION WORK IN PROGRESS	1,164,991.35
	Total Assets	<u>98,378,370.30</u>
*** Liabilities ***		
401-000-202.000	ACCOUNTS PAYABLE	(2,284.15)
401-000-207.001	DUE TO GENERAL FUND	545,426.06
401-000-207.403	DUE TO R&R	5,178.90
401-000-210.000	COMPENSATED ABSENCES	142,800.03
401-000-219.001	PENSION LOAN	141.72
401-000-223.001	DEFERRED INFLOWS	164,185.00
401-000-224.903	UTILITY BOND PREMIUM	704,002.05
401-000-229.001	OVERPAYMENTS	0.15
401-000-232.902	UTILITY BOND PAYABLE 2020	26,570,000.00
401-000-237.001	OPEB LIABILITY	154,526.00
401-000-239.904	NOTE PAYABLE - BOA	9,395,495.96
401-000-239.905	NOTE PAYABLE - BOA	1,448,989.24
	Total Liabilities	<u>39,128,460.96</u>
*** Fund Balance ***		
401-000-276.000	NET ASSETS	54,891,881.13
	Net of Revenues VS Expenditures	<u>4,358,028.21</u>
	Total Liabilities And Fund Balance	<u>98,378,370.30</u>

Schedule of Bond Coverage 2024

	FY 2024 Adopted Budget	Prior YTD 7/31/2023	YTD 7/31/2024
Operating Revenue			
Water Revenues	8,025,314	6,920,961	7,429,659
Waste Water Revenue	3,715,719	2,937,655	3,122,879
Other Services	623,857	830,165	678,045
Miscellaneous Revenues	200,000	778,002	1,219,205
Total Operating Revenues	12,564,890	11,466,782	12,449,788
Operating Expenses			
Payroll	2,938,038	2,124,200	2,376,843
Pension	397,350	80,248	55,490
Benefits	968,940	672,619	700,321
Total Personnel	4,304,328	2,877,067	3,132,654
Total Operating	4,751,559	3,369,828	3,309,974
Total Personnel and Operating Expenses	9,055,887	6,246,895	6,442,628
Net revenue available for debt service before connection fees	3,509,003	5,219,887	6,007,160
Connection Fees	110,000	576,956	258,686
Net revenue available for debt service including connection fees	3,619,003	5,796,843	6,265,846
Scheduled Debt Service	1,838,000	1,501,667	1,531,667
Debt service coverage before connection fees	1.9	3.5	3.9
Minimum required coverage 1.20			
Debt service coverage including connection fees	2.0	3.9	4.1

TOWN OF JUPITER ISLAND, FLORIDA

RESOLUTION NO. 917

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF JUPITER ISLAND, MARTIN COUNTY, FLORIDA, ADOPTING THE SOUTH MARTIN REGIONAL UTILITY BUDGET FOR FISCAL YEAR 2024/2025; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, The Town commission of the Town of Jupiter Island, Martin County, Florida has reviewed the proposed appropriation and revenue estimates for the operation of South Martin Regional Utility set forth in the South Martin Regional Utility Proprietary Fund Budget for Fiscal Year 2024/2025 (“2024/2025 SMRU Budget”);

NOW, THEREFORE, BE IT RESOLVED by the Town of Commission of the Town of Jupiter Island, Martin County, Florida, that:

Section 1. The 2024/2025 SMRU Budget, a copy of which is attached to this Resolution, is hereby adopted as the 2024/2025 SMRU Budget, and the amounts, as shown under their respective headings or designations in the 2024/2025 SMRU Budget, are hereby appropriated for conducting the business and operations of South Martin Regional Utility for the fiscal year beginning October 1, 2024 and ending September 30, 2025.

Section 2. The Town Manager, in the administration of the 2024/2025 SMRU Budget, is authorized to transfer such amount of the 2024/2025 SMRU Budget, Contingency Fund, as needed, to supplement items in the 2024/2025 SMRU Budget where there may be an anticipated need for additional expenditures. In addition, the Town Manager is also authorized to supplement the Contingency Fund by transferring such amounts of unexpended balance from other 2024/2025 SMRU Budget line items where there is anticipated to be available balance and where there is no probability of expenditure of such available balance, and provided there shall be no overall increase in the 2024/2025 SMRU Budget.

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

DULY ADOPTED the _____ day of _____, 2024

TOWN OF JUPITER ISLAND

Mayor

Vice Mayor

Commissioner

Commissioner

Commissioner

ATTEST:

Town Clerk

SOUTH MARTIN REGIONAL UTILITY FISCAL YEAR 2024-2025 BUDGET

Account Description	2023 Adopted Budget	2024 Adopted Budget	2025 Budget	% Change	Difference
Revenue					
Water Revenues	\$ 7,497,041	\$ 8,025,314	\$ 8,289,525	3.3%	\$ 264,210
Waste Water Revenue	\$ 3,470,364	\$ 3,715,719	\$ 3,836,108	3.2%	\$ 120,389
Other Services	\$ 606,196	\$ 623,856	\$ 647,399	3.8%	\$ 23,543
Miscellaneous Revenues	\$ 110,000	\$ 200,000	\$ 275,000	37.5%	\$ 75,000
Total Operating Revenues	\$ 11,683,602	\$ 12,564,889	\$ 13,048,032	3.8%	\$ 483,142
Connection Fees	\$ 50,000	\$ 110,000	\$ 110,000	0.0%	\$ -
Contribution in Aid of Construction	\$ 500,000	\$ 500,000	\$ 620,000	24.0%	\$ 120,000
Transfer From Prior Yr Budget	\$ 1,455,000	\$ 2,090,000	\$ 2,923,628	39.9%	\$ 833,628
Transfer from Reserves (403 R&R)	\$ 990,219	\$ 2,918,106	\$ 955,176	-67.3%	\$ (1,962,930)
Connection Fee Reserves	\$ -	\$ 1,400,000	\$ 1,000,000	-28.6%	\$ (400,000)
Total Revenues	\$ 14,678,821	\$ 19,582,996	\$ 18,656,836	-4.7%	\$ (926,160)
Personnel Expenses					
Payroll	\$ 2,752,611	\$ 2,938,038	\$ 3,256,846	10.9%	\$ 318,808
Pension	\$ 372,000	\$ 397,350	\$ 438,261	10.3%	\$ 40,911
Benefits	\$ 934,500	\$ 968,940	\$ 1,018,922	5.2%	\$ 49,982
Total Personnel	\$ 4,059,111	\$ 4,304,328	\$ 4,714,029	9.5%	\$ 409,701
Operating Expenses					
Professional Services	\$ 310,000	\$ 447,500	\$ 712,500	59.2%	\$ 265,000
Plant / Field Operations	\$ 2,633,000	\$ 2,908,000	\$ 2,992,500	2.9%	\$ 84,500
General Operation	\$ 451,550	\$ 503,300	\$ 517,800	2.9%	\$ 14,500
Insurance, Fees and Other	\$ 788,160	\$ 892,759	\$ 1,054,079	18.1%	\$ 161,320
Total Operating	\$ 4,182,710	\$ 4,751,559	\$ 5,276,879	11.1%	\$ 525,320
Total Personnel and Operating	\$ 8,241,821	\$ 9,055,887	\$ 9,990,908	10.3%	\$ 935,021
Non - Operating Expenses					
Capital Fund (401)	\$ -	\$ 14,109	\$ -	-100.0%	\$ (14,109)
Capital Fund (402, 406, 407)	\$ 550,000	\$ 2,010,000	\$ 1,730,000	-13.9%	\$ (280,000)
Renewal & Replacement Fund - (403)	\$ 4,085,000	\$ 6,665,000	\$ 5,055,928	-24.1%	\$ (1,609,072)
Debt Service Fund (404)	\$ 1,802,000	\$ 1,838,000	\$ 1,880,000	2.3%	\$ 42,000
Total Non - Operating	\$ 6,437,000	\$ 10,513,000	\$ 8,665,928	-17.6%	\$ (1,847,072)
Total Expenses	\$ 14,678,821	\$ 19,582,996	\$ 18,656,836	-4.7%	\$ (926,160)

SOUTH MARTIN REGIONAL UTILITY

**FISCAL YEAR 2024-2025
PROPOSED BUDGET DETAIL**

8/22/2024

**SOUTH MARTIN REGIONAL UTILITY
FISCAL YEAR 2024-2025
PROPOSED BUDGET**

Account Description	2023 Adopted Budget	2024 Adopted Budget	2025 Proposed Budget	% Change	Difference
Revenue					
Water Revenues	\$ 7,497,041	\$ 8,025,314	\$ 8,289,525	3.3%	\$ 264,210
Waste Water Revenue	\$ 3,470,364	\$ 3,715,719	\$ 3,836,108	3.2%	\$ 120,389
Other Services	\$ 606,196	\$ 623,856	\$ 647,399	3.8%	\$ 23,543
Miscellaneous Revenues	\$ 110,000	\$ 200,000	\$ 275,000	37.5%	\$ 75,000
Total Operating Revenues	\$ 11,683,602	\$ 12,564,889	\$ 13,048,032	3.8%	\$ 483,142
Connection Fees	\$ 50,000	\$ 110,000	\$ 110,000	0.0%	\$ -
Contribution in Aid of Construction	\$ 500,000	\$ 500,000	\$ 620,000	24.0%	\$ 120,000
Transfer From Prior Yr Budget	\$ 1,455,000	\$ 2,090,000	\$ 2,923,628	39.9%	\$ 833,628
Transfer from Reserves (403 R&R)	\$ 990,219	\$ 2,918,106	\$ 955,176	-67.3%	\$ (1,962,930)
Connection Fee Reserves	\$ -	\$ 1,400,000	\$ 1,000,000	-28.6%	\$ (400,000)
Total Revenues	\$ 14,678,821	\$ 19,582,996	\$ 18,656,836	-4.7%	\$ (926,160)
Personnel Expenses					
Payroll	\$ 2,752,611	\$ 2,938,038	\$ 3,256,846	10.9%	\$ 318,808
Pension	\$ 372,000	\$ 397,350	\$ 438,261	10.3%	\$ 40,911
Benefits	\$ 934,500	\$ 968,940	\$ 1,018,922	5.2%	\$ 49,982
Total Personnel	\$ 4,059,111	\$ 4,304,328	\$ 4,714,029	9.5%	\$ 409,701
Operating Expenses					
Professional Services	\$ 310,000	\$ 447,500	\$ 712,500	59.2%	\$ 265,000
Plant / Field Operations	\$ 2,633,000	\$ 2,908,000	\$ 2,992,500	2.9%	\$ 84,500
General Operation	\$ 451,550	\$ 503,300	\$ 517,800	2.9%	\$ 14,500
Insurance, Fees and Other	\$ 788,160	\$ 892,759	\$ 1,054,079	18.1%	\$ 161,320
Total Operating	\$ 4,182,710	\$ 4,751,559	\$ 5,276,879	11.1%	\$ 525,320
Total Personnel and Operating	\$ 8,241,821	\$ 9,055,887	\$ 9,990,908	10.3%	\$ 935,021
Non - Operating Expenses					
Capital Fund (401)	\$ -	\$ 14,109	\$ -	-100.0%	\$ (14,109)
Capital Fund (402, 406, 407)	\$ 550,000	\$ 2,010,000	\$ 1,730,000	-13.9%	\$ (280,000)
Renewal & Replacement Fund - (403)	\$ 4,085,000	\$ 6,665,000	\$ 5,055,928	-24.1%	\$ (1,609,072)
Debt Service Fund (404)	\$ 1,802,000	\$ 1,838,000	\$ 1,880,000	2.3%	\$ 42,000
Total Non - Operating	\$ 6,437,000	\$ 10,513,000	\$ 8,665,928	-17.6%	\$ (1,847,072)
Total Expenses	\$ 14,678,821	\$ 19,582,996	\$ 18,656,836	-4.7%	\$ (926,160)

UTILITY OPERATING FUND 401 - REVENUE

GL Number	Description	2023 Adopted Budget	2024 Adopted Budget	2025 Proposed Budget	% Change	Difference
401-000-343.311	WATER USAGE	\$ 7,472,041	\$ 8,000,314	\$ 8,259,525	3.24%	\$ 259,210
401-000-343.312	Water Installation/Maintenance	\$ 25,000	\$ 25,000	\$ 30,000	20.00%	\$ 5,000
401-000-343.313	FIRE PROTECTION	\$ 85,000	\$ 85,000	\$ 90,000	5.88%	\$ 5,000
401-000-343.511	WASTEWATER-USAGE	\$ 3,470,364	\$ 3,715,719	\$ 3,836,108	3.24%	\$ 120,389
401-000-343.912	AGRF	\$ 80,000	\$ 80,000	\$ 80,000	0.00%	\$ -
401-000-343.913	IQ WATER	\$ 353,196	\$ 370,856	\$ 389,399	5.00%	\$ 18,543
401-000-343.914	METER FEES	\$ 15,000	\$ 15,000	\$ 15,000	0.00%	\$ -
401-000-343.915	SET-UP FEES	\$ 10,000	\$ 10,000	\$ 10,000	0.00%	\$ -
401-000-343.916	PENALTIES	\$ 40,000	\$ 40,000	\$ 40,000	0.00%	\$ -
401-000-343.919	OTHER-	\$ 23,000	\$ 23,000	\$ 23,000	0.00%	\$ -
401-000-361.100	INTEREST	\$ 60,000	\$ 150,000	\$ 225,000	50.00%	\$ 75,000
401-000-361.102	INTEREST - ASSESSMENTS	\$ 35,000	\$ 35,000	\$ 35,000	0.00%	\$ -
401-000-369.341	PLAN REVIEW FEES	\$ 10,000	\$ 10,000	\$ 10,000	0.00%	\$ -
401-000-369.399	MISCELLANEOUS REVENUE	\$ 5,000	\$ 5,000	\$ 5,000	0.00%	\$ -
401-000-381.001	TRSFYR-UNDESIGNATED/UNRESERVED	\$ 990,219	\$ 2,918,106	\$ 955,176	-67.27%	\$ (1,962,930)
Total Revenue:		\$ 12,673,821	\$ 15,482,995	\$ 14,003,208	-9.56%	\$ (1,479,788)

UTILITY OPERATING FUND 401 - EXPENSES

GL Number	Description	2023 Adopted Budget	2024 Adopted Budget	2025 Proposed Budget	% Change	Difference
--- Appropriations ---						
SALARY AND WAGES						
401-000-512.100	REGULAR SALARIES & WAGES	\$ 2,480,000	\$ 2,649,000	\$ 2,856,450	7.8%	\$ 207,450
401-000-513.100	EDUCATION/LICENSE INCENTIVES	\$ -	\$ -	\$ 65,290	0.0%	\$ 65,290
401-000-514.100	OVERTIME	\$ 65,000	\$ 68,250	\$ 91,663	34.3%	\$ 23,413
401-000-515.104	AUTO ALLOWANCE	\$ 12,000	\$ 12,000	\$ 12,000	0.0%	\$ -
401-000-521.100	FICA TAXES	\$ 158,534	\$ 169,214	\$ 187,575	10.9%	\$ 18,361
401-000-521.101	MEDICARE TAXES	\$ 37,077	\$ 39,574	\$ 43,868	10.9%	\$ 4,294
Total 'SALARY AND WAGES':		\$ 2,752,611	\$ 2,938,038	\$ 3,256,846	10.9%	\$ 318,808
BENEFITS						
401-000-522.101	PENSION CONTRIBUTIONS- DCP	\$ 372,000	\$ 397,350	\$ 438,261	10.3%	\$ 40,911
401-000-523.100	HEALTH INSURANCE	\$ 775,000	\$ 798,250	\$ 838,163	5.0%	\$ 39,913
401-000-523.101	LONG-TERM DISABILITY INSURANC	\$ 7,500	\$ 7,875	\$ 8,269	5.0%	\$ 394
401-000-523.102	DENTAL INSURANCE	\$ 15,500	\$ 16,585	\$ 17,414	5.0%	\$ 829
401-000-523.103	LIFE INSURANCE	\$ 11,000	\$ 11,770	\$ 12,359	5.0%	\$ 589
401-000-523.106	CAFETERIA PLAN	\$ 60,000	\$ 64,200	\$ 67,410	5.0%	\$ 3,210
401-000-523.107	SHORT-TERM DISABILITY	\$ 8,000	\$ 8,560	\$ 8,988	5.0%	\$ 428
401-000-523.110	EMPLOYEES' ASSISTANCE PRGM	\$ 1,500	\$ 1,500	\$ 1,500	0.0%	\$ -
401-000-523.111	EDUCATION FUND	\$ 6,000	\$ 6,000	\$ 6,000	0.0%	\$ -
401-000-524.100	WORKERS' COMP INSURANCE	\$ 42,000	\$ 46,200	\$ 50,820	10.0%	\$ 4,620
401-000-525.100	UNEMPLOYMENT COMPENSATION	\$ 8,000	\$ 8,000	\$ 8,000	0.0%	\$ -
Total 'BENEFITS':		\$ 1,306,500	\$ 1,366,290	\$ 1,457,183	6.7%	\$ 90,893
OPERATING						
401-000-531.100	PROF SVCS-LEGAL/GENERAL	\$ 120,000	\$ 120,000	\$ 120,000	0.0%	\$ -
401-000-531.105	PROF SVCS-ENG CONSULTANTS	\$ 65,000	\$ 185,000	\$ 450,000	143.2%	\$ 265,000
401-000-531.109	PROF SVCS-BUSINESS	\$ 35,000	\$ 45,000	\$ 45,000	0.0%	\$ -
401-000-532.100	PROF SVCS-AUDITING/ACTUARIAL	\$ 40,000	\$ 40,000	\$ 40,000	0.0%	\$ -
401-000-532.101	PROF SVCS-FINANCIAL	\$ 55,000	\$ 57,500	\$ 57,500	0.0%	\$ -
401-000-534.112	CONT SVCS-INFOTECH	\$ 20,000	\$ 50,000	\$ 65,000	30.0%	\$ 15,000
401-000-534.115	CONT SVCS-GROUNDS MAINTENANCE	\$ 64,000	\$ 59,000	\$ 65,000	10.2%	\$ 6,000
401-000-534.125	CONTRACTED SVCS--GENERAL OPER	\$ 68,000	\$ 80,000	\$ 90,000	12.5%	\$ 10,000
401-000-534.126	CONTRACTED SVCS-R O PLANT OPE	\$ 20,000	\$ 20,000	\$ 20,000	0.0%	\$ -
401-000-534.127	CONTRACTED SVCS-SLUDGE REMOVAL	\$ 150,000	\$ 175,000	\$ 190,000	8.6%	\$ 15,000
401-000-534.129	CONTRACTED SVCS-WELL TESTING	\$ 30,000	\$ 30,000	\$ 35,000	16.7%	\$ 5,000
401-000-534.130	CONTRACT SVCS-CHEMICAL>90,000	\$ 925,000	\$ 975,000	\$ 975,000	0.0%	\$ -
401-000-534.131	CONTRACTED SVCS-GROUND WATERS	\$ 15,000	\$ 15,000	\$ 15,000	0.0%	\$ -
401-000-534.132	CONTRACTED SVCS-TEQUESTA WATER	\$ -	\$ 30,000	\$ 30,000	0.0%	\$ -
401-000-534.133	LABS	\$ 105,000	\$ 115,000	\$ 126,000	9.6%	\$ 11,000
401-000-534.134	CONTRACTED SVCS-SYSTEM MAPS	\$ 40,000	\$ 40,000	\$ 40,000	0.0%	\$ -
401-000-540.100	TRAVEL & PER DIEM	\$ 4,000	\$ 8,000	\$ 8,000	0.0%	\$ -
401-000-541.100	TELEPHONE	\$ 44,500	\$ 47,500	\$ 51,000	7.4%	\$ 3,500
401-000-542.100	POSTAGE	\$ 5,300	\$ 4,300	\$ 4,300	0.0%	\$ -
401-000-543.100	UTILITIES-ELECTRIC	\$ 740,000	\$ 754,000	\$ 754,000	0.0%	\$ -
401-000-544.100	LEASE EXPENSE	\$ 12,750	\$ 11,000	\$ 11,000	0.0%	\$ -
401-000-545.100	LIABILITY, PROPERTY & BOND INSURANCE	\$ 250,000	\$ 325,000	\$ 450,000	38.5%	\$ 125,000
401-000-546.100	EQUIPMENT MAINTENANCE	\$ 1,000	\$ 1,000	\$ 1,000	0.0%	\$ -
401-000-546.104	REPAIR/MAINT-BUILDING	\$ 45,000	\$ 45,000	\$ 55,000	22.2%	\$ 10,000
401-000-546.105	REPAIR/MAINT.-WATER	\$ 100,000	\$ 120,000	\$ 120,000	0.0%	\$ -
401-000-546.106	REPAIR/MAINT.-WASTEWATER	\$ 50,000	\$ 60,000	\$ 60,000	0.0%	\$ -
401-000-546.107	REPAIR/MAINT.-INFRASTRUCTURE	\$ 220,000	\$ 300,000	\$ 320,000	6.7%	\$ 20,000
401-000-546.108	REPAIR/MAINT.-GENERATOR	\$ 70,000	\$ 70,000	\$ 70,000	0.0%	\$ -
401-000-546.109	VEHICLE MAINTENANCE	\$ 43,000	\$ 49,000	\$ 54,000	10.2%	\$ 5,000
401-000-549.100	OTHER MISC CHGS & OBLIGATIONS	\$ 3,500	\$ 6,000	\$ 6,000	0.0%	\$ -

401-000-549.101	PUBLIC RELATIONS	\$ 15,000	\$ 18,000	\$ 15,000	-16.7%	\$ (3,000)
401-000-549.102	BANK CHARGES	\$ 500	\$ 500	\$ 500	0.0%	\$ -
401-000-549.110	PERMITTING	\$ 33,000	\$ 35,000	\$ 35,000	0.0%	\$ -
401-000-549.115	ADMINISTRATION MGMT FEES	\$ 538,160	\$ 567,759	\$ 604,079	6.4%	\$ 36,320
401-000-549.116	BILLING/INFOSEND/LOCKBOX	\$ 77,000	\$ 94,000	\$ 94,000	0.0%	\$ -
401-000-549.126	BAD DEBTS-UTILITIES	\$ 2,000	\$ 2,000	\$ 2,000	0.0%	\$ -
401-000-549.129	OPERATIONAL UNANTICIPATED	\$ 25,000	\$ 25,000	\$ 25,000	0.0%	\$ -
401-000-549.342	WATER CONSERVATION PROJECTS	\$ -	\$ -	\$ -		\$ -
401-000-551.100	OFFICE/COMPUTER SUPPLIES	\$ 17,000	\$ 19,000	\$ 25,000	31.6%	\$ 6,000
401-000-552.101	GASOLINE, DIESEL & OIL	\$ 74,000	\$ 81,000	\$ 75,000	-7.4%	\$ (6,000)
401-000-552.103	UNIFORMS	\$ 17,000	\$ 17,000	\$ 15,000	-11.8%	\$ (2,000)
401-000-552.105	SMALL TOOLS & EQUIPMENT	\$ 21,000	\$ 21,000	\$ 21,000	0.0%	\$ -
401-000-552.109	SAFETY COMMITTEE EXPENSE	\$ 1,000	\$ 2,000	\$ 2,000	0.0%	\$ -
401-000-554.100	BOOKS,PUBS,SUBS & MEMBERSHIPS	\$ 5,000	\$ 7,000	\$ 8,000	14.3%	\$ 1,000
401-000-555.100	PERSONNEL TRAINING	\$ 11,000	\$ 15,000	\$ 17,500	16.7%	\$ 2,500
401-000-559.100	DEPRECIATION EXPENSE	\$ -				\$ -
401-000-599.900	CONTINGENCY	\$ 5,000	\$ 10,000	\$ 10,000	0.0%	\$ -
Total 'OPERATING':		\$ 4,182,710	\$ 4,751,559	\$ 5,276,879	11.1%	\$ 525,320
						\$ -
CAPITAL						\$ -
401-000-564.100	MACHINERY & EQUIPMENT	\$ -	\$ 14,109	\$ -	-100.0%	\$ (14,109)
401-000-564.100	MACHINERY & EQUIPMENT	\$ -	\$ -	\$ -	0.0%	\$ -
Total 'CAPITAL':		\$ -	\$ 14,109	\$ -	-100.0%	\$ (14,109)
						\$ -
INTERFUND TRANSFERS						\$ -
401-000-591.272	TRANSFER TO RESERVES					\$ -
401-000-591.402	TRANSFER TO CAPITAL	\$ -	\$ -	\$ -	0.0%	\$ -
401-000-591.403	TRANSFER TO R&R	\$ 4,085,000	\$ 6,665,000	\$ 5,055,928	-24.1%	\$ (1,609,072)
401-000-591.404	TRANSFER TO DEBT SERVICE	\$ 1,802,000	\$ 1,838,000	\$ 1,880,000	2.3%	\$ 42,000
Total 'INTERFUND TRANSFERS':		\$ 5,887,000	\$ 8,503,001	\$ 6,935,928	-18.4%	\$ (1,567,073)
						\$ -
Total Appropriations:		\$ 14,128,821	\$ 17,572,997	\$ 16,926,836	-3.7%	\$ (646,161)

**FUND 402 - CAPITAL
NEW WATER AND/OR WASTEWATER SERVICE**

GL Number	Description	2023 Adopted Budget	2024 Adopted Budget	2025 Proposed Budget	% Change	Difference
REVENUE						
402-000-337.302	COUNTY GRANT-PETTWAY/KINGSWAY	\$ -	\$ -	\$ 120,000	0.00%	\$ 120,000
402-000-381-401	TRANSFER FROM O&M-SEPTIC TO SEWER	\$ 500,000	\$ 500,000	\$ 500,000	0.00%	\$ -
Total 'REVENUE':		\$ 500,000	\$ 500,000	\$ 620,000	24.00%	\$ 120,000
--- Appropriations ---						
CAPITAL						
402-412-563.102	WATER LINES-PETTWAY/KINGSWAY	\$ -	\$ -	\$ 120,000	0.00%	\$ 120,000
402-413-564.124	WW PROJECTS-SEPTIC TO SEWER	\$ 500,000	\$ 500,000	\$ 500,000	0.00%	\$ -
Total Appropriations:		\$ 500,000	\$ 500,000	\$ 620,000	24.00%	\$ 120,000

**FUND 403 - CAPITAL
RENEWAL AND REPLACEMENT BUDGET**

GL Number	Description	2023 Adopted Budget	2024 Adopted Budget	2025 Proposed Budget	% Change	Difference
REVENUE						
403-000-381-401	TRANSFER FROM O&M	\$ 4,085,000	\$ 6,665,000	\$ 5,055,928	-24.14%	\$ (1,609,072)
Total 'REVENUE':		\$ 4,085,000	\$ 6,665,000	\$ 5,055,928	-24.14%	\$ (1,609,072)
--- Appropriations ---						
CAPITAL						
403-412-562.104	BUILDING IMPROVEMENTS	\$ 180,000	\$ 210,000	\$ 160,000	-23.81%	\$ (50,000)
403-412-563.102	WATER LINES	\$ 125,000	\$ 125,000	\$ 125,000	0.00%	\$ -
403-412-563.104	SYSTEM REPAIRS (OVER \$1,000)	\$ 150,000	\$ 150,000	\$ 150,000	0.00%	\$ -
403-412-564.100	MACHINERY & EQUIPMENT	\$ 100,000	\$ 110,000	\$ 110,000	0.00%	\$ -
403-412-564.106	VEHICLES	\$ 40,000	\$ 80,000	\$ 148,244	85.31%	\$ 68,244
403-412-564.107	WATER METERS	\$ 75,000	\$ 75,000	\$ 125,000	66.67%	\$ 50,000
403-412-564.108	HYDRANTS & VALVES	\$ 25,000	\$ 25,000	\$ 75,000	200.00%	\$ 50,000
403-412-564.109	SOUTH WELLFIELD IMPROVEMENTS	\$ 50,000	\$ 50,000	\$ 50,000	0.00%	\$ -
403-412-564.110	REMEDIATION EASTERNWELLFIELD	\$ 10,000	\$ 10,000	\$ 10,000	0.00%	\$ -
403-412-564.111	NORTH WELLFIELD IMPROVEMENTS	\$ 50,000	\$ 50,000	\$ 50,000	0.00%	\$ -
403-412-564.124	WATER PROJECTS	\$ 1,850,000	\$ 3,890,000	\$ 1,360,000	-65.04%	\$ (2,530,000)
403-413-563.103	WASTEWATER LINES	\$ 100,000	\$ 100,000	\$ 100,000	0.00%	\$ -
403-413-563.104	SYSTEM REPAIRS (OVER \$1,000)	\$ 50,000	\$ 50,000	\$ 50,000	0.00%	\$ -
403-413-564.100	MACHINERY & EQUIPMENT	\$ 100,000	\$ 100,000	\$ 280,384	180.38%	\$ 180,384
403-413-564.114	LIFT STATION UPGRADES	\$ 175,000	\$ 180,000	\$ 180,000	0.00%	\$ -
403-413-564.118	DIFUSED AIR & FILTRATIONS	\$ 10,000	\$ 20,000	\$ 20,000	0.00%	\$ -
403-413-564.121	WWTP IMPROVEMENTS-GENERAL	\$ 90,000	\$ 90,000	\$ 152,300	69.22%	\$ 62,300
403-413-564.124	WW PROJECTS	\$ 905,000	\$ 1,350,000	\$ 1,910,000	41.48%	\$ 560,000
Total Appropriations:		\$ 4,085,000	\$ 6,665,000	\$ 5,055,928	-24.14%	\$ (1,609,072)

**FUND 406 - WATER
CONNECTION FEES/WATER SYSTEM EXPANSION**

GL Number	Description	2023 Adopted Budget	2024 Adopted Budget	2025 Proposed Budget	% Change	Difference
REVENUE						
406-000-343.948	CONNECTION FEES	\$ 25,000	\$ 25,000	\$ 25,000	0.00%	\$ -
406-000-381-001	TRANSFER FROM CAPITAL RESERVES	\$ -	\$ 1,000,000	\$ 1,000,000	0.00%	\$ -
Total 'REVENUE':		\$ 25,000	\$ 1,025,000	\$ 1,025,000	0.00%	\$ -
CAPITAL						
406-000-564.124	EXPANSION PROJECTS(Degas/Clearwell)	\$ -	\$ 1,000,000	\$ 1,000,000	0.00%	\$ -
406-000-563.102	WATER LINES	\$ 25,000	\$ 25,000	\$ 25,000	0.00%	\$ -
Total 'CAPITAL':		\$ 25,000	\$ 1,025,000	\$ 1,025,000	0.00%	\$ -

**FUND 407 - WASTEWATER
CONNECTION FEES/WASTEWATER SYSTEM EXPANSION**

GL Number	Description	2023 Adopted Budget	2024 Adopted Budget	2025 Proposed Budget	% Change	Difference
REVENUE						
407-000-343.948	CONNECTION FEES	\$ 25,000	\$ 85,000	\$ 85,000	0.00%	\$ -
407-000-381-001	TRANSFER FROM CAPITAL RESERVES	\$ -	\$ 400,000	\$ -	-100.00%	\$ (400,000)
Total 'REVENUE':		\$ 25,000	\$ 485,000	\$ 85,000	-82.47%	\$ (400,000)
CAPITAL						
407-000-563.103	WASTEWATER LINES	\$ 25,000	\$ 85,000	\$ 85,000	0.00%	\$ -
407-000-564.113	WWTP IMPROVE-EXPANSION DESIGN	\$ -	\$ 400,000	\$ -	-100.00%	\$ (400,000)
Total 'CAPITAL':		\$ 25,000	\$ 485,000	\$ 85,000	-82.47%	\$ (400,000)

Schedule of Bond Coverage

Operating Revenue	2023 Adopted Budget	2024 Adopted Budget	2025 Proposed Budget	% Change	Difference
Water Revenues	\$ 7,497,041	\$ 8,025,314	\$ 8,289,525	3.29%	\$ 264,210
Waste Water Revenue	\$ 3,470,364	\$ 3,715,719	\$ 3,836,108	3.24%	\$ 120,389
Other Services	\$ 606,196	\$ 623,856	\$ 647,399	3.77%	\$ 23,543
Miscellaneous Revenues	\$ 110,000	\$ 200,000	\$ 275,000	37.50%	\$ 75,000
Total Operating Revenues	\$ 11,683,602	\$ 12,564,889	\$ 13,048,032	3.85%	\$ 483,142
Personnel Expenses					
Payroll	\$ 2,752,611	\$ 2,938,038	\$ 3,256,846	10.85%	\$ 318,808
Pension	\$ 372,000	\$ 397,350	\$ 438,261	10.30%	\$ 40,911
Benefits	\$ 934,500	\$ 968,940	\$ 1,018,922	5.16%	\$ 49,982
Total Personnel	\$ 4,059,111	\$ 4,304,328	\$ 4,714,029	9.52%	\$ 409,701
Operating Expenses					
Professional Services	\$ 310,000	\$ 447,500	\$ 712,500	59.22%	\$ 265,000
Plant / Field Operations	\$ 2,633,000	\$ 2,908,000	\$ 2,992,500	2.91%	\$ 84,500
General Operation	\$ 451,550	\$ 503,300	\$ 517,800	2.88%	\$ 14,500
Insurance, Fees and Other	\$ 788,160	\$ 892,759	\$ 1,054,079	18.07%	\$ 161,320
Total Operating	\$ 4,182,710	\$ 4,751,559	\$ 5,276,879	11.06%	\$ 525,320
Total Personnel and Operating Expenses	\$ 8,241,821	\$ 9,055,887	\$ 9,990,908	10.33%	\$ 935,021
Renewal and Replacement (Not Required in calculation)	\$ 4,085,000	\$ 6,665,000	\$ 5,055,928	-24.14%	\$ (1,609,072)
Net revenue available for debt service before connection fees	\$ 3,441,781	\$ 3,509,003	\$ 3,057,124	-12.88%	\$ (451,879)
Connection Fees	\$ 50,000	\$ 110,000	\$ 110,000	0.00%	\$ -
Net revenue available for debt service including connection fees	\$ 3,491,781	\$ 3,619,003	\$ 3,167,124	-12.49%	\$ (451,879)
Scheduled Debt Service	\$ 1,802,000	\$ 1,838,000	\$ 1,880,000	2.29%	\$ 42,000
Debt service coverage before connection fees	1.91	1.91	1.63		
Minimum required coverage 1.20					
Debt service coverage including connection fees	1.94	1.97	1.68		



SOUTH MARTIN REGIONAL UTILITY (SMRU)

9000 ATHENA STREET • P.O. BOX 395 • HOBE SOUND, FLORIDA 33475-0395

(772) 546-2511 • FAX (772) 546-7619

TO: Penelope Townsend, Mayor
 Marshall Field VI, Vice Mayor
 Anne Scott, Commissioner
 Patricia Warner, Commissioner
 Joseph Taddeo, Commissioner

FROM: Stuart Trent, P.E., SMRU Director

THROUGH: Robert Garlo, Town Manager

DATE: September 10, 2024

SUBJECT: Bid Award – ITB 2024-10 SMRU FY24-25 Chemical Bids

BACKGROUND

The South Martin Regional Utility (SMRU) solicits bids annually for chemicals used in water and wastewater treatment. Due to price fluctuations and short-term guarantees on vendor pricing, longer contract durations are not possible.

The solicitation for bulk chemicals was publicly advertised and received a good response from known vendors. Pricing reflects a stabilized market that is becoming more competitive since a major market adjustment in 2022 which saw a 50% hike in pricing. The bid results received for FY24/25 reflects an aggregated 9.5% price decrease, based upon the SMRU projected annual consumption of chemicals. Total projected FY 2024/25 cost of all bulk chemicals as bid is \$769K. Staff recommends awarding contracts to the various bidders with the optimal bid responses for the various chemicals required as identified in the chart below, together with the following spending authorization limits for SMRU for each contractor as follows:

Vendor	Projected Annual Cost	Requested Spending Authority
Airgas	\$23,670	\$25,000
AWC	\$4,620	\$5,000
Brenntag	\$172,164	\$180,000
Harcros Chemicals	\$16,530	\$18,000
Hawkins Chemicals	\$62,500	\$65,000
Odyssey Manufacturing	\$314,500	\$320,000
SNF Polydyne	\$20,320	\$25,000
Shrieve	\$153,950	\$155,000
Total:	\$768,254	\$793,000

Vendors and their bid amounts, including all costs of delivery are included in the attached bid tabulation.

REQUESTED ACTION

Staff recommends that the SMRU Board accept all bids as presented, waiving required acknowledgement of addenda, and award contracts to all responsive bidders, and to grant spending authority to SMRU for each contract/chemical as stated. Expenditures under the various contracts will be funded from Budget Contract Services – Chemical >90,000 GL number for Water Distribution System (401-412-534.130) and/or Wastewater Distribution System (401-413-534.130) respective to the intended use.

TOWN OF JUPITER ISLAND/SMRU

SINGLE SOURCE MEMORANDUM

TO : Robert Garlo *RG*

FROM : Stuart Trent *ST*

REGARDING : **Request for Approval of Single Source Purchasing**

VENDOR : St. Lucie Tire and Battery

GOOD/SERVICE : Vehicle Maintenance Services

DATE : Tuesday, July 30, 2024

Please provide a detailed explanation/supporting documentation for Single Source Request

Explanation:

SMRU and Town of Jupiter Island Public Works uses St. Lucie Battery & Tire (SLB&T) for various maintenance services throughout the year. SLB&T provides a broad spectrum of mechanical services from routine maintenance to complex mechanical repair throughout the region and maintains local and regional specialty centers for passenger vehicle and heavy trucks. The local branch of SLB&T has serviced many of the Town and SMRU vehicles during their entire ownership by the Town and maintains records on each vehicle, possessing knowledge of recurrent maintenance issues, and services are available locally in Hobe Sound, being within approximately 5 miles of any location in the SMRU/Town service area and the closest service shop by distance from Public Works. Due to the characteristics of, close proximity, and long-standing service provider relationship, SLB&T is unique in their ability to service the Town/SMRU.

It is the recommendation of SMRU and Public Works staff that we use SLB&T as a sole source provider for mechanical repair, non-warranty, and maintenance service to SLB&T for the vehicle fleet.



SOUTH MARTIN REGIONAL UTILITY (SMRU)

9000 ATHENA STREET • P.O. BOX 395 • HOBE SOUND, FLORIDA 33475-0395

(772) 546-2511 • FAX (772) 546-7619

TO: Penelope Townsend, Mayor
 Marshall Field VI, Vice Mayor
 Anne Scott, Commissioner
 Patricia Warner, Commissioner
 Joseph Taddeo, Commissioner

FROM: Stuart Trent, P.E., SMRU Director

THROUGH: Robert Garlo, Town Manager

DATE: September 10, 2024

SUBJECT: VACUUM TRUCK RENTAL

BACKGROUND

South Martin Regional Utility (SMRU) owns and operates a wastewater collection system that requires cleaning from time to time. As in prior years, SMRU has determined it would be beneficial to reducing potential wastewater overflow events to lease a vacuum sewer truck, which is a specialized vehicle that can be used to vacuum wastewater residues from wastewater mains and lift stations. The SMRU Board has approved a vacuum truck lease in prior years and Staff has made regular use of it for both cleaning and low impact excavation in an emergency response to line breaks.

SMRU initiated procurement of quotes for a 4-month vacuum truck lease and received competitive proposals from two companies with the third company declining to enter a proposal. SMRU Staff and the Director have reviewed the proposals and have determined that the proposal from Texas Underground, Inc, would provide the best value to SMRU. Texas Underground was the prior year lessor and SMRU has found their service and support favorable.

Texas Underground, Inc. has agreed to lease a vacuum sewer truck to SMRU, with SMRU taking delivery of the machinery in October 2024 and returning it to the vendor in December 2024. This would translate to a spending approval of \$48,000 with Texas Underground, Inc, for a four-month lease. Staff have reviewed the proposed rental rate and finds that it is a fair rate and in-line with market value.

SMRU anticipates receipt of a vacuum truck contribution from the Atlantic Fields development in December 2024 as part of their development agreement.

REQUESTED ACTION

SMRU staff requests that the SMRU Board approve this lease agreement with Texas Underground, Inc., authorize lease payments and incidental costs in the amount of \$48,000 from Budget line item 401-414-546.107, and authorize the Mayor to execute the lease agreement.

PIPEHUNTER RENTAL AGREEMENT

THIS AGREEMENT is made the Effective Date, as defined below, by and between the Town of Jupiter Island, Florida, a municipal corporation established under the laws of the State of Florida (the "Town"), with an office located at 2 Bridge Road, Hobe Sound, Florida 33455, and Texas Underground, Inc., a foreign corporation authorized to do business in the State of Florida (the "Lessor"), with its principal address at 1617 Garden Rd, Pearland, TX 77581. Florida location address is 5119 Se. 102nd Place, Belleview, FL 34420

In response to a Request for Proposals by the Town, Lessor has provided the Town a proposal to rent one (1) Pipehunter Sewer Cleaner rental truck Model 121328PH8C with a 12 yd debris container equipped as follows: 1,300 gallon freshwater tank, with an 80 GPM, 2,000 PSI jet system and 600 ft of 1” hose along with a vacuum vessel of 12-yd capacity. Depending on availability at the time of delivery to the Town. On a monthly basis (attached as Exhibit "A", the "Proposal")), pursuant to a Rental Agreement Form (attached as Exhibit “B”, the "Rental Agreement"). Lessee desires to accept such Proposal and rent the Pipehunter, in accordance with the Rental Agreement Form, as amended below, and Lessor is willing to rent the Pipehunter to Lessee on such terms and conditions.

Lessor and the Town agree as follows:

1. The Town rents the Pipehunter from Lessor for a four (4) month rental, for \$12,000.00 per month, or a weekly rate of \$3,000.00 for each week after the four (4) month rental term, and a daily rate of \$600.00 for each day after the four (4) month rental term that is not a full week, subject to the terms and conditions set forth in the Rental Agreement, as amended below.
2. The Rental Agreement Form is amended to provide that the first month's rental period commences upon delivery to and acceptance of the Pipehunter by Town as conforming to the Rental Agreement requirements.
3. The Rental Agreement Form is amended to provide that the Pipehunter to be delivered by Lessor to Town shall be received subject to Town's inspection and approval. A nonconforming Pipehunter will be returned pursuant to Lessor's instructions at Lessor's expense and a substitute Pipehunter will be delivered to Town pursuant to the terms of the Rental Agreement. The Rental Agreement term will not commence until Town accepts a conforming Pipehunter.
4. The Rental Agreement Form is amended to provide that to the extent that a purchase order requires a series of performances by Lessor, the Town prospectively reserves the right to cancel the entire remainder of the Purchase Order if goods and/or services

provided early in the term of the Rental Agreement are non-conforming or otherwise rejected by the Town.

5. The Rental Agreement Form is amended to provide that any provision of the Rental Agreement Form to the contrary, payment of each rental invoice will be made in accordance with the Local Government Prompt Payment Act, Section 218.70, et al., Florida Statutes, as amended, which provides for prompt payment, interest payments, and dispute resolution.

6. Lessor shall indemnify and hold harmless Town from any and all claims, including claims of negligence, costs and expenses, including but not limited to attorneys' fees, arising from, caused by or related to the injury or death of any person (including but not limited to employees and agents of Lessor in the performance of their duties or otherwise), or damage to property (including property of Town or other persons), which arise out of or are incident to the goods and/or services to be provided hereunder, provided there shall be no indemnity for the negligence or intentional acts of Town.

7. The Pipehunter provided pursuant to the Rental Agreement, and its transportation shall conform to all applicable laws, including but not limited to the Occupational Health and Safety Act, the Federal Transportation Act and the Fair Labor Standards Act, as well as any law or regulation noted on the face of the Rental Agreement.

8. In fulfilling the terms of the Rental Agreement, Lessor agrees that it will comply with all federal, state, and local laws, rules, codes, and ordinances that are applicable to the conduct of its business. The Rental Agreement may not be amended except by written instrument executed by both parties. Time is of the essence to the Rental Agreement.

9. The Rental Agreement Form, Certificate of Insurance Requirements, is replaced to provide that the Town agrees to add the Pipehunter as an insured vehicle under Lessee's existing liability insurance policy, with the same insurance coverages as provided by the Town for its own vehicles, a copy of which insurance coverage is attached to the Rental Agreement. Lessor must provide the Town the replacement value of Pipehunter and such other information as may be requested by Lessee's insurance vendor to insure the Pipehunter .

10. The Rental Agreement Form is amended to add that the parties agree that the Laws of the State of Florida control the terms of the Rental Agreement and

exclusive venue for any suit concerning the Rental Agreement shall be Martin County, Florida. Notwithstanding anything in the Rental Agreement, nothing in the Rental Agreement shall be construed as the Town waiving its sovereign immunity.

11. In the event of any conflict between or among the terms of the Rental Agreement Form and the terms set forth in this Rental Agreement, the terms of this Rental Agreement shall take precedence over the terms of the Rental Agreement Form. To the extent any terms and /or conditions of this Rental Agreement duplicate or overlap the Terms and Conditions of the Rental Agreement Form, the provisions of the Terms and/or Conditions that are most favorable to Town and/or provide the greatest protection to Town shall govern.

12. All notices under the Rental Agreement must be sent to the respective addresses set forth above by certified mail, return receipt requested, by overnight courier service, or by personal delivery and will be deemed effective upon receipt. Postage, delivery and other charges shall be paid by the sender. A party may change its address for notice by written notice complying with the requirements of this section.

13. The Rental Agreement Form is amended to incorporate the following provisions:

a. Scrutinized Companies List. Pursuant to Section 787.135, Florida Statutes, Lessor represents that it is not on the Scrutinized Companies that Boycott Israel List, maintained by the State of Florida, and is not engaged in a boycott of Israel. Additionally, if the Agreement Price is \$1,000,000 or more, Lessor represents that neither Lessor nor its principals or owners are listed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engages in business activities in Sudan or Cuba. Violations of this section may result in termination of the Agreement and recovery of all monies paid to Lessor under the Agreement.

b. Federal Labor/Employment Laws. In accordance with Section 255.20, Florida Statutes, Lessor represents that it has not been found guilty by a court of any violation of federal labor or employment tax laws regarding the subjects such as safety, tax withholding, workers' compensation, reemployment assistance of unemployment tax, social security and

Medicare tax, wage or hour, or prevailing rate laws with the past five (5) years.

c. **Prohibited Persons.** Neither Lessor nor any of its respective officers, directors, shareholders, partners, members or affiliates (including without limitation indirect holders of equity interests in Lessor) is or will be an entity or person(i) that is lists in the Annex t, or is otherwise subject to the provisions of Executive Order 13224 issued on September 24, 2001 ("EO13224"), (ii) whose name appears on the United States Treasury Department's Office of Foreign Assets Control ("OFAC") most current list of "Specifically Designated National and Blocked Persons" (which list may be published from time to time in various mediums including, but not limited to, the OFAC website, <http://www.treas.gov/offices/enforcement/ofac/sdn/t11sdn.pdf>), (iii) who commits, threatens to commit or supports "terrorism", as that term is defined in EO13224, (iv) is subject to sanction of the United States Government or is in violation of any federal, state, municipal or local laws, statutes, codes, ordinances, orders, decrees, rules or regulations relating to terrorism or money laundering, including, without limitation, EO13224, or (v) who is otherwise affiliated with any entity or person listed above (and all parties described in clauses (i) - (v) above are herein referred to as a "Prohibited Person".)

d. **E-Verify/Verification of Employment Status.** As required by Section 448.095(2)(a), Florida Statutes, Lessor represents to the Town that Lessor has registered with and uses the E-Verify System to verify the work authorization status of all newly hired employees. Lessor must provide documentation of its compliance with this requirement to Owner upon the Town's request. If Lessor enters into a contract with a sublessor, the sublessor must provide Lessor with an affidavit that the sublessor does not employ an unauthorized alien. Lessor must maintain a copy of such affidavit(s) for the duration of the contract. Lessor must provide documentation of its sublessors' compliance with this requirement to the Town upon the Town's request. Lessor agrees that its violation of this section will be grounds for the unilateral termination of the contract by the Town, which termination is not a breach of contract.

14. The following is added to the Rental Agreement: IF LESSOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119,

FLORIDA STATUTES, TO LESSOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE TOWN CLERK, WHO IS THE TOWN'S CUSTODIAN OF PUBLIC RECORDS, AT:

**Office of the Town
Clerk Town of Jupiter
Island
2 S.E. Bridge Road
Hobe Sound, Florida 33475
772-545-0100
kkogos@tji.martin.fl.us**

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the date signed by the Town (the "Effective Date").

Authentication

THE TOWN OF JUPITER ISLAND

Town Clerk

By: _____
Penelope Townsend
Its Mayor

(TOWN SEAL)

Date: _____

TEXAS UNDERGROUND, INC.

By: _____

Name: _____

Its: _____



Rental Agreement Form

Sales Order #: _____ Customer PO#: _____ Rental Location: South Martin Regional
 Equipment Description: 121328PH8C PH Job/Stock#: 4259
 Make/Model: Kenworth T480 VIN: _____
 Additional Equipment Provided _____
 Expected Rental Start Date: 10/ 1 / 24 Expected Rental End Date: 02 / 1 / 25
 Meter Start: _____ Meter End: _____

CUSTOMER INFORMATION

Customer Name(or DBA): South Martin Regional Utilites Business Phone: 727-260-8936
 Billing Address, City, State Zip: 9650 Se. Water St. Hobe Sound, FL 33455
 Contact Name: Stuart Trent Contact Phone #: 727-260-8936

I AGREE THAT RENTAL ON THE ABOVE UNIT SHALL BE CHARGED AT THE RATE LISTED BELOW AND FOR THE DURATION OF THE RENTAL PERIOD. NO CREDITS ARE GRANTED FOR EARLY RETURN. I UNDERSTAND THAT ABOVE NAMED COMPANY/INDIVIDUAL IS RESPONSIBLE FOR THE RENTAL UNIT, ALL EQUIPMENT AND ACCESSORIES. DURING THE TIME THE RENTAL UNIT IS ENTRUSTED TO MY COMPANY, WE WILL BE RESPONSIBLE FOR ANY AND ALL DAMAGES TO, OR CAUSED BY, THE ABOVE-MENTIONED UNIT. WE AGREE TO BE RESPONSIBLE FOR INSURANCE ON SAID UNIT. **THIS CONTRACT IS NOT VALID UNTIL THE CERTIFICATE OF INSURANCE IS PROVIDED TO TEXAS UNDERGROUND. THE CERTIFICATE OF INSURANCE MUST NAME TEXAS UNDERGROUND, INC. AS ADDITIONAL INSURED AND SHALL BE VALID FOR THE RENTAL PERIOD STATED IN THIS AGREEMENT. UNLESS OTHERWISE STATED, THE CUSTOMER IS RESPONSIBLE FOR THE DEDUCTIBLE WHICH WILL APPLY TO ANY PHYSICAL DAMAGE LOSSES. SEE THE ATTACHED ADDENDUM FOR THE INSURANCE REQUIREMENTS.** TEXAS UNDERGROUND WILL PERFORM ALL SERVICE WORK ON THE UNIT DURING THE RENTAL PERIOD. IF AN EXTENSION OF RENTAL IS NEEDED; YOU MUST NOTIFY TEXAS UNDERGROUND PRIOR TO THE EXPECTED END DATE. I FURTHER CERTIFY THAT I AM NOT AN EMPLOYEE, AGENT, OR INDEPENDENT CONTRACTOR OF OR FOR TEXAS UNDERGROUND AND THAT I AM EXCLUSIVELY IN THE EMPLOY OF THE ABOVE NAME COMPANY/INDIVIDUAL, AND OPERATING SOLELY PURSUANT TO ITS ORDERS, DIRECTIONS AND CONTROL.

ACCEPTANCE: I/We have been fully trained on all operating procedures, and I/we have identified all defects with the unit at this time, and I/we agree with the Texas Underground, Inc.. employee stated below.

Customer Signature: _____ Date: _____
 Texas Underground, Inc.:  Ryan Banks Date: 8-27-24
SIGNATURE PRINT NAME CLEARLY SIGNATURE PRINT NAME CLEARLY

ESTIMATED CHARGES

Rental Period: 10/ 1 / 24 to 2/ 1 / 25 Tax Exempt (circle one): No Yes (If Yes...Tax Exempt or Resale Certificate required)
 Rental Rate (circle one): per day / week / month \$ 12,000.00
 Applicable Tax Rate: _____% Jurisdiction/State Florida Estimated Tax Amount \$ _____

	Short Term <30 days	Long Term >30 days
Texas	10%	6.25%
North Carolina	8%	3%
Florida	Rate varies by location	Rate Varies by location
Other States	See Accounting for rates	

Estimated Amount Due: \$ 48,000.00 (Final Invoice will include any additional fees or repair costs associated with the final inspection at return)



Rental Agreement Form

ADDENDUM TO RENTAL AGREEMENT: INSURANCE REQUIREMENTS

Customer Name(or DBA): _____

Rental Unit Make/Model/VIN _____

Rental Period: ___/___/___ to ___/___/___

Certificate of Insurance Requirements:

CHECK & INITIAL, IF WAIVED

- Must provide a minimum of \$1,000,000.00 Combined Single Limit Liability**
- Must provide a minimum of \$1,000,000.00 Hired Auto Liability**
- Must provide Physical Damage Coverage**
- Texas Underground, Inc. Must be named as Additional Insured (as shown below)**

Texas Underground, Inc. dba Underground Inc

1617 Garden Road

Pearland TX 77581

- Must reference the Make/Model/VIN of the Rental Unit**
- Must provide a Waiver of Subrogation**
- Must provide Primary Non-Contributory** _____ INITIAL
The Customer's policy must pay before other applicable policies (Primary) and without seeking contribution from other policies that also claim to be Primary (Non-Contributory)
- Must provide proof that customer carries an Umbrella Policy** _____ INITIAL

***** Waivers for any of the above requirements must be approved by Texas Underground, Inc. *****

By checking the box/boxes above and initialing, I agree to waive the insurance requirements noted for the specific rental listed on the attached Rental Agreement form.

Signature by Texas Underground, Inc's Management Date _____

Print Name: _____



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

INSERT DATE

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		CONTACT NAME: COMPLETE THIS SECTION	
INSURANCE AGENCY NAME		PHONE (A/C, No. Ext):	FAX (A/C, No):
ADDRESS		E-MAIL ADDRESS:	
CITY		STATE & ZIP	
INSURED		INSURER(S) AFFORDING COVERAGE	
CUSTOMER'S NAME		INSURER A: COMPLETE THIS SECTION	
ADDRESS		INSURER B:	
CITY		INSURER C:	
STATE & ZIP		INSURER D:	
		INSURER E:	
		INSURER F:	
		NAIC #	

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF DATE (MM/DD/YYYY)	POLICY EXP DATE (MM/DD/YYYY)	LIMITS	INSERT LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	Y	Y	INSERT POLICY NUMBER	INSERT EFFECTIVE DATE	INSERT EXPIRATION DATE	EACH OCCURRENCE	\$	
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$	minimum requirement
	GEN'L AGGREGATE LIMIT APPLIES PER:						MED EXP (Any one person)	\$	\$1,000,000.00
	<input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC						PERSONAL & ADV INJURY	\$	Combined Single Limit
	OTHER:						GENERAL AGGREGATE	\$	\$1,000,000.00
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY	Y	Y	INSERT POLICY NUMBER	INSERT EFFECTIVE DATE	INSERT EXPIRATION DATE	COMBINED SINGLE LIMIT (Ea accident)	\$	
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)	\$	
	<input type="checkbox"/> OWNED AUTOS ONLY						BODILY INJURY (Per accident)	\$	
	<input type="checkbox"/> HIRE AUTOS ONLY						PROPERTY DAMAGE (Per accident)	\$	
	<input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY						PIP-Basic	\$	
C	<input checked="" type="checkbox"/> UMBRELLA LIAB	Y		INSERT POLICY NUMBER	INSERT EFFECTIVE DATE	INSERT EXPIRATION DATE	EACH OCCURRENCE	\$	
	<input checked="" type="checkbox"/> EXCESS LIAB						AGGREGATE	\$	
	<input type="checkbox"/> CLAIMS-MADE							\$	
	DED <input checked="" type="checkbox"/> RETENTION \$ 10,000							\$	
B	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y	Y	INSERT POLICY NUMBER	INSERT EFFECTIVE DATE	INSERT EXPIRATION DATE	PER STATUTE	OTHER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT	\$	
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	\$	
							E.L. DISEASE - POLICY LIMIT	\$	
B	Garage Keepers			INSERT POLICY NUMBER	INSERT EFFECTIVE DATE	INSERT EXPIRATION DATE	Limit		
	Primary Insurance						Each Auto		
							Each Event		

REQUIRED:DESCRIPTION OF EQUIPMENT INCLUDING SERIAL NUMBER OR VIN: INSERT HERE

CERTIFICATE HOLDER IS ADDITIONAL INSURED WITH RESPECT TO GENERAL LIABILITY, AUTO AND UMBRELLA ON A PRIMARY AND NON-CONTRIBUTORY BASIS. WAIVER OF SUBROGATION APPLIES TO GENERAL LIABILITY, AUTO,

UMBRELLA AND WORKER'S COMPENSATION. HIRED AND NON-OWNED AUTO DEDUCTIBLE OR LIMIT INSERT HERE**CERTIFICATE HOLDER****CANCELLATION**

TEXAS UNDERGROUND, INC
dba UNDERGROUND
1617 GARDEN ROAD
PEARLAND, TX 77581

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



SOUTH MARTIN REGIONAL UTILITY (SMRU)

9000 ATHENA STREET • P.O. BOX 395 • HOBE SOUND, FLORIDA 33475-0395

(772) 546-2511 • FAX (772) 546-7619

TO: Penelope Townsend, Mayor
Marshall Field VI, Vice Mayor
Anne Scott, Commissioner
Patricia Warner, Commissioner
Joseph Taddeo, Commissioner

FROM: Stuart Trent, P.E., SMRU Director

THROUGH: Robert Garlo, Town Manager

DATE: September 10, 2024

SUBJECT: PFAS-Type Chemicals Action Suit Opt-Out

BACKGROUND

South Martin Regional Utility (SMRU) received notification of eligibility to participate in a class action settlement with several manufacturers of PFAS-type chemicals if any evidence of presence can be found in source water for public utilities.

The limiting factors for substantiating a claim against the manufacturer include production of testing reports for samples collected prior to June 30, 2023, indicating a presence of PFAS class chemicals at any level. While PFAS-type chemical has been noted in recent testing of SMRU's source water, a point source or manufacturer has not been identified, and SMRU does not have reports from samples collected prior to June 30, 2023, that would fit the requirement in the claim process. Therefore, at this time, SMRU does not appear to be eligible for presenting a claim and cannot demonstrate without extensive investigative efforts and expense if there would be a benefit from the proposed settlement. Further, if SMRU were to participate in the settlement, and receive no damages award (or a minimal award), it would be precluded in the future from seeking redress if PFAS-type chemical impacts were observed and responsible parties identified. Therefore, to preserve the Town's future rights to seek compensation for future damages that may occur, SMRU's legal Counsel has recommended that the Town opt-out of participating in these class-action settlements.

RECOMMENDATION

Staff recommends that the SMRU board opt-out of the litigation and formally decline participation in these suits. SMRU staff requests that the SMRU Board approve and authorize the Mayor to execute formal communication sufficient to document the Town's intent to not participate in these claims.

**UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF SOUTH CAROLINA
CHARLESTON DIVISION**

**IN RE: AQUEOUS FILM-FORMING
PRODUCTS LIABILITY LITIGATION**

MDL No. 2:18-mn-02873-RMG

*This document relates to City of Camden, et
al., v. BASF Corporation, No. 2:24-cv-03147-RMG*

In re: Aqueous Film-Forming Foams Products
Liability Litigation
c/o BASF Notice Administrator
1650 Arch Street, Suite 2210
Philadelphia, PA 19103

Matthew A. Holian
John R. Wellschlager
DLA Piper LLP (US)
650 South Exeter Street, Suite 1100
Baltimore, MD 21202

Scott Summy
Baron & Budd, P.C.
3102 Oak Lawn Ave., Ste. 1100
Dallas, Texas 75219

Michael A. London
Douglas & London
59 Maiden Lane, 6th Floor
New York, NY 10038

Paul J. Napoli
Napoli Shkolnik
1302 Av. Ponce de Leon
San Juan, Puerto Rico 00907

Joseph F. Rice
Motley Rice
28 Bridgeside Blvd.
Mount Pleasant, SC 29464

**REQUEST FOR EXCLUSION AND NOTICE TO OPT-OUT OF THE
SETTLEMENT AND SETTLEMENT CLASS BY THE
TOWN OF JUPITER ISLAND, FLORIDA**

I do hereby certify, under penalty of perjury in accordance with 28 U.S.C. § 1746, that I have been legally authorized by the Town Commission of the Town of Jupiter Island, Florida, a municipal corporation established under the laws of the State of Florida, and the owner of a potable water supply public utility, SDWIS ID: FL4430624, to file a “Request for Exclusion” to exclude The Town of Jupiter Island, Florida, 2 Bridge Road, Hobe Sound, Florida 33455, (772) 545-0100,

rgarlo@tji.martin.fl.us, from, and to Opt Out from the Settlement with BASF Corporation (the “Settling Defendant”).

THE TOWN OF JUPITER ISLAND,
FLORIDA

Penelope Townsend, Mayor
Town of Jupiter Island
2 Bridge Road
Hobe Sound, Florida 33455

STATE OF FLORIDA

COUNTY OF MARTIN

The foregoing instrument was sworn to and acknowledged before me by means of physical presence or online notarization, this ____ day of _____, _____ (date) by Penelope Townsend, Mayor of the Town of Jupiter Island, Florida, a municipal corporation of the State of Florida, on behalf of the Town, who is personally known to me or has produced (type of identification) as identification.

[Notary Seal]

(Signature of person taking acknowledgment)

(Name typed, printed or stamped)

**UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF SOUTH CAROLINA
CHARLESTON DIVISION**

**IN RE: AQUEOUS FILM-FORMING
PRODUCTS LIABILITY LITIGATION**

MDL No. 2:18-mn-02873
Case No. 2:23-cv-03230

*This document relates to City of Camden, et
al., v. E.I. DuPont de Nemours and
Company, et al., No. 2:23-cv-03230-RMG*

In re: Aqueous Film-Forming Foams Products
Liability Litigation
c/o Notice Administrator
1650 Arch Street, Suite 2210
Philadelphia, PA 19103

Jeffrey M. Wintner
Graham W. Meli
Wachtell, Lipton, Rosen & Katz
51 West 52nd Street
New York, NY 10019

Kevin T. Van Wart
Kirkland & Ellis LLP
300 North LaSalle
Chicago, IL 60654

Michael T. Reynolds
Cravath, Swaine & Moore LLP
825 Eighth Avenue
New York, NY 10019

Scott Summy
Baron & Budd, P.C.
3102 Oak Lawn Ave., Ste. 1100
Dallas, Texas 75219

Michael A. London
Douglas & London
59 Maiden Lane, 6th Floor
New York, NY 10038

Paul J. Napoli
Napoli Shkolnik
1302 Av. Ponce de Leon
San Juan, Puerto Rico 00907

Elizabeth A. Fegan
Fegan Scott LLC
150 S. Wacker Drive, 24th Floor
Chicago, IL 60606

Joseph F. Rice
Motley Rice
28 Bridgeside Blvd.
Mount Pleasant, SC 29464

**REQUEST FOR EXCLUSION AND NOTICE TO OPT-OUT OF THE
SETTLEMENT AND SETTLEMENT CLASS BY THE
TOWN OF JUPITER ISLAND, FLORIDA**

I do hereby certify, under penalty of perjury in accordance with 28 U.S.C. § 1746, that I
have been legally authorized by the Town Commission of the Town of Jupiter Island, Florida, a

municipal corporation established under the laws of the State of Florida, and the owner of a potable water supply public utility, to file a “Request for Exclusion” to exclude The Town of Jupiter Island, Florida, 2 Bridge Road, Hobe Sound, Florida 33455, (772) 545-0100, rgarlo@tji.martin.fl.us, from, and to Opt Out from the Settlement with The Chemours Company, The Chemours Company FC, LLC, DuPont de Nemours, Inc., Corteva, Inc. and E.I. DuPont de Nemours and Company n/k/a EIDP, Inc. (each a “Settling Defendant”).

THE TOWN OF JUPITER ISLAND,
FLORIDA

Penelope Townsend, Mayor
Town of Jupiter Island
2 Bridge Road
Hobe Sound, Florida 33455

STATE OF FLORIDA

COUNTY OF MARTIN

The foregoing instrument was sworn to and acknowledged before me by means of physical presence or online notarization, this ____ day of _____, _____ (date) by Penelope Townsend, Mayor of the Town of Jupiter Island, Florida, a municipal corporation of the State of Florida, on behalf of the Town, who is personally known to me or has produced (type of identification) as identification.

[Notary Seal]

(Signature of person taking acknowledgment)

(Name typed, printed or stamped)

REMINDER
If you are a Public Water System
in the U.S. that draws or otherwise
collects from any water source:

PLEASE READ THIS
CAREFULLY. YOU MAY
BE ENTITLED TO A
SETTLEMENT PAYMENT.

For more information on the proposed settlement, to file a claims form, objection, or to exclude yourself, visit the settlement website or contact the Claims Administrator.

Do not contact the Court or the Defendant for information about the settlement.

www.PFASWaterSettlement.com
or 1-855-714-4341

In re: Aqueous Film-Forming Foams Products
Liability Litigation
c/o Tyco Notice Administrator
1650 Arch Street, Suite 2210
Philadelphia, PA 19103

PRESORTED
FIRST-CLASS MAIL
U.S. POSTAGE PAID
MAG



TYC20066

Postal Service: Please do not mark barcode

Login: BRP-864179

SOUTH MARTIN REGIONAL UTILITIES
MONICA SHANER, P.E.
S MARTIN REGIONAL UTILITY - TOWN of JUPITER ISLAND
PO BOX 395
HOBE SOUND, FL 33475-0395



2749

PLEASE RETAIN THIS POSTCARD FOR YOUR RECORDS

REMINDER NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

A settlement has been reached with Defendant in a product liability class action lawsuit involving all Public Water Systems in the U.S. that draw or otherwise collect from any water source that, on or before May 15, 2024, was tested or otherwise analyzed for PFAS and found to contain any PFAS at any level; and all Public Water Systems in the U.S. that, as of May 15, 2024, are (i) subject to the monitoring rules set forth in the U.S. EPA's Fifth Unregulated Contaminant Monitoring Rule ("UCMR 5"), or (ii) are required under applicable state or federal law to test or otherwise analyze any of their water sources or the water they provide for PFAS before the deadline of sample collection under UCMR 5.

Public Water Systems means a system for the provision of water to the public for human consumption through pipes or other constructed conveyances if such system has at least fifteen (15) service connections or regularly serves at least twenty-five (25) individuals. A "Public Water System" shall include the owner and/or operator of that system and any public entity that is legally responsible for funding, other than a state or federal government or has authority to bring a claim on behalf of such a Public Water System. This notice summarizes your legal rights. You should visit the settlement website to obtain more detailed information about the proposed settlement.

What Does The Settlement Provide? The Settling Defendant has agreed to pay \$750,000,000, subject to final approval of the settlement by the Court and certain other conditions specified in the Settlement Agreement. In no event shall the Settling Defendant be required to pay any amounts under the Settlement Agreement above the Settlement Amount. Any fees, costs, or expenses payable under the Settlement Agreement shall be paid out of, and shall not be in addition to, the Settlement Amount.

How Do I Get A Payment From The Settlement? You must file a Claims Form to be eligible to receive a payment under the Settlement. You can submit your Claims Form online at www.PFASWaterSettlement.com, or you can download, complete and mail your Claims Form to the Claims Administrator at AFFF Public Water System Claims, PO Box 4466, Baton Rouge, LA 70821. The deadlines to submit a Claims Form are available on the settlement website. Regardless of whether you file a Claims Form or receive any distribution under the Settlement, unless you timely opt out as described below, you will be bound by any judgment or other final disposition of the Released Claims, including the Release set forth in the Settlement Agreement, and will be precluded from pursuing claims against the Settling Defendants separately if those Claims are within the scope of the Release.

What Are My Rights? If you are a Class member and do nothing, you will be bound by the Settlement and will give up any right to sue Tyco Fire Products LP in a separate lawsuit related to the legal claims in this lawsuit. If you want to keep your right to separately sue Tyco Fire Products LP you must exclude yourself from the Settlement by September 23, 2024. If you do not exclude yourself, you may object to the Settlement and/or ask for permission to appear and speak at the Fairness Hearing but only if you do so by August 24, 2024. Complete information is available at www.PFASWaterSettlement.com.

The Court's Hearing: The Court will hold the Final Fairness Hearing in the United States District Court for the District of South Carolina, located at 85 Broad Street, Charleston, South Carolina 29401, on November 1, 2024, at 11:00 a.m.

Where can I get more information? For more information, visit www.PFASWaterSettlement.com or call toll-free 1-855-714-4341. You may also send questions about this Notice through email to the Notice Administrator at PFASSettlement@AngeionGroup.com or about claims to the Claims Administrator at info@PFASWaterSettlement.com.

www.PFASWaterSettlement.com or 1-855-714-4341



Memorandum

To: Mayor & Town Commission
From: R. Garlo, Town Manager
Date: September 2, 2024
Re: South Martin Regional Utility Assessment Study.

It is clear that South Martin Regional Utility (SMRU) is facing certain challenges with respect to future development in SMRU's service territory. This would potentially include an increase in water customers, expansion of the utility's infrastructure, treatment facilities, and an overall increase in demands on the entire utility. In short, what is the utility's status of general readiness for customer growth and expansion.

As has been done in other departments in the Town, I believe that it is prudent to enlist a consultant to conduct an overall evaluation/assessment of SMRU. In keeping with that, the Town reached out to the Florida League of Cities for recommendations on qualified, Florida based consulting services to provide this service.

We received several recommendations, and each were provided with a desired scope of services. The proposal received from Anser Advisory is the one I believe would best serve the Town's needs. They have assembled a team of subject matter experts in all aspects of the utility and are highly qualified to provide the Town with the best possible assessment.

I've provided the proposal received from Anser Advisory for the specified scope of services and am seeking the following approval.

Staff is seeking approval to enlist the services of Anser Advisory in an amount not to exceed \$47,021.29.

July 25, 2024

Robert Garlo
Town Manager
Town of Jupiter Island
Jupiter Island, FL

RE: General Assessment of South Martin Regional Utility System

Dear Mr. Garlo:

Thank you for the opportunity to provide consulting services to the Town of Jupiter Island (“Town”). The purpose of this engagement letter is to offer a proposal for Anser Advisory to assist you in providing a general assessment of certain functional aspects of the South Martin Regional Utility (“Utility”).

Engagement Objectives, Approach, and Scope of Work

We understand that the Town wishes to engage certain subject matter expertise to assess specific functional areas of the utility to better understand general conditions for the purpose of identifying where, if any, opportunities for further review and strengthening exist. The following aspects have been identified for assessment:

- Wastewater and water treatment plant operations staffing levels
- Water and wastewater field infrastructure (collection and distribution systems) staffing levels
- Capital program management, including management of engineering, design, construction/project management oversight and inspection staffing
- Customer services staffing
- Utilization of consultants, including specialized engineering firms (e.g. geotech/hydrology)
- Use and oversight of contract assist services (commodity suppliers and supportive contractors)
- Sufficiency of new development connection review processes and administration thereof
- Condition of overall utility administration
- Status of general readiness for customer growth/expansion

Given the extensive amount of time and expense required for a detailed, data driven analysis of these areas (“deep dive”), this Anser review will be at a high level observational level based upon site visits, generally available activity/performance data, and staff interviews to arrive at a

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preliminary assessment to inform Town executive management of areas in need of further focus and review.

The Consulting Team

To provide the Town with the greatest potential benefit from the assessment in the least time and expense, we have assembled the top talent with utility and local government executive management experience based in Florida. Some have “walked in your shoes.” These key team members are:

Steve Spratt, Senior Consultant and Engagement Manager, Former County Administrator, Miami Dade Chief Assistant County Manager and Budget Director, former Manager of the statewide Florida Governmental Utility Authority

Shannon Lewis, ICMA-CM Senior Vice President Anser Advisory, Former City Manager, City of Melbourne and 25 years of previous city executive positions, including Port Orange Assistant City Manager.

Scott Towler, P.E., Senior Vice President Anser Advisory, System Manager, Florida Governmental Utility Authority and 34 years of previous utility executive and operational management positions

Will Fontaine, Utility Operations Manager, Licensed Water and Wastewater Operator in Florida with over 42 years of utility management experience

Sam Cain, P.E., Utility Engineer, 17 years of utility engineering experience

Matt Rihs, Community Services Manager, Florida Governmental Utility Authority and 22 years of previous customer services positions

More information about the experience and qualifications of these individuals is provided in the attached bios.

Schedule

We estimate a project duration of approximately 45 days from Notice to Proceed to the draft report subject of availability of Town staff for site visits and interviews. The draft report will allow time for City review/commentary and any appropriate adjustments to be made before issuing a final statement at approximately 60 days after project notice to proceed.

We are prepared to begin work within ten days of receiving a mutually executed copy of this engagement letter.

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Engagement Assumptions, Client Acknowledgements, Responsibilities, and Representations

Our services, fees, and work schedule are based upon the following assumptions, acknowledgments, representations, and understandings with you:

- Our work will be to assist and advise you with this assessment. As stated below and for clarity, we will not, nor does Town desire us to, perform any management functions, make management decisions, or otherwise perform in a capacity equivalent to that of an employee or officer of the Town
- The Town will designate an employee or employees within its senior management who will make or obtain all management decisions concerning this engagement on a timely basis
- The Town will ensure that we have access to key people, facilities, and data and that all levels of your employees and contractors will cooperate fully and timely with us. The success of this engagement is dependent upon complete openness, communications, cooperation, and timely direction. To reduce cost and maximize productivity, the Town agrees that meetings may occur via video conferencing in lieu of face-to-face
- The Town will evaluate the adequacy and results of services and will let us know immediately of any problems or issues you perceive in our personnel, services, or deliverables
- Anser will provide recommendations as applicable. The Town is responsible for evaluating such recommendations and implementing the recommendations as deemed appropriate by the Town
- The County will review and provide comments on the draft report promptly for us to timely complete the Final Report



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Fees and Expenses

The fees for the work described in this Scope of Work will be \$47,021.29 based on the following tasks and effort.

Town of Jupiter Island SMRU Assessment

Team Member	Scope Development, Preparatory Research	Site Visit and Interviews	Follow Up Q&A	Prepare Draft Report	Respond to Draft Report Comments, Edit and Finalize Report	Hours	Hourly Rate	Fee
Utility Engineer	12	20	24	24	20	100	\$254.79	\$25,479.00
OPS Manager	1	16	6		4	27	\$303.00	\$8,181.00
Customer Service Mgr		8	8			16	\$182.00	\$2,912.00
Utility Mgr	2			4	4	10	\$300.68	\$3,006.79
Senior VP	1				4	5	\$300.68	\$1,503.40
Senior Consultant	2					2	\$350.00	\$700.00
Expenses								\$3,000.00
Contingency, 5%								\$2,239.11
Total Fee						160		\$47,021.29

We will submit monthly invoices to the Town based on actual hours worked at the above hourly rates. Payment is expected within 30 days. The above fees are based on anticipated cooperation from your personnel (including complete and timely receipt of the requested information and the scheduling and conduct of requested interviews) and the assumption that unexpected circumstances (including scope changes) will not be encountered during the project. If significant additional time is necessary, or if other scope elements are requested, we will discuss it with the designated client project sponsor and arrive at an amended fee estimate before we incur the additional costs.

We sincerely appreciate your consideration and look forward to being of high-value assistance to the Town. Should you have any questions or concerns, please do not hesitate to contact Steve Spratt at 407-580-8479 or email at Stephen.spratt@anseradvisory.com.



Sincerely,

Shannon Lewis, ICMA-CM
Sr. Vice President

Acknowledgment and Acceptance

We have read and agree to this engagement letter. Client and its signatory below represent that said signatory is its duly authorized representative and has the requisite power and authority to bind Client to the undertakings and obligations contained herein.

Town of Jupiter Beach, Florida

By: _____

Name: _____

Title: _____

Date: _____



STEPHEN SPRATT

SENIOR VICE PRESIDENT
GOVERNMENT SERVICES GROUP



EDUCATION

Graduate Studies, Business Administration, Florida International University, Miami, FL

Bachelor of Science, Aviation Management, Florida Institute of Technology, Melbourne, FL

Associate of Applied Science, Aviation Management, Florida Institute of Technology, Melbourne, FL

ORGANIZATIONS / AFFILIATIONS

International City County Managers Association

Government Finance Officers Association

Florida City County Managers Association

EXPERIENCE

Years of Experience:

46

Years with Firm:

14

Stephen Spratt brings over four decades of extensive public management experience and overseeing programs for large complex governments. He developed varied skills in progressively responsible positions in one of the largest local governments in the country, Miami Dade County, serving as Budget Director and Assistant County Manager. He was County Administrator of Florida's sixth largest county government, Pinellas County. He currently serves as the contract System Manager for the statewide Florida Governmental Utility Authority.

RELEVANT EXPERIENCE

Senior Vice-President, Government Services Group-Anser Advisory

As the Senior Vice President for Municipal Services, provides specialized management consulting to federal, state and local governments and contracted public services management. In addition, Mr. Spratt serves as the System Manager for the Florida Governmental Utility Authority (FGUA), managing over 80 water and sewer systems in 13 Florida counties including those at MacDill Air Force Base in Tampa, the City of Dunnellon, Flagler and Nassau Counties with an operating budget of \$100 million.

Highlight Accomplishments:

- Provided management and supervision for the acquisition of the largest private investor-owned utility in Florida, Aqua Utilities of Florida. The effort involved complex bond financing for a transaction of over \$64 million and the coordination with 15 local governments statewide to obtain their consent for the acquisition and to obtain resolutions of support and/or negotiated interlocal agreements.
- Provided management oversight of the successfully negotiated \$280 million, 50-year partnership agreement with the Federal government for the ownership, operation and improvement of the water and wastewater systems at MacDill AFB.
- Oversaw the growth in customer connections of 270% since joining the firm

County Administrator, Pinellas County, FL

Administered and carried out the statutory responsibilities and executed directives and policies issued by the Board of County Commissioners in the sixth largest Florida County government. Served as the Chief Administrative Officer for all activities and employees under the Board of County Commissioners. He was directly responsible for 2,700 employees and funding responsibility for 6,600 employees, and a budget of \$2 billion.

Highlight Accomplishments:

- Strengthened County finances leading to maintenance of AAA bond ratings and significantly improved unreserved fund balance, historically low per capita debt while expanding services and lowering property tax rates.
- Led the successful countywide campaign to secure voter approval for renewal of one-cent local option infrastructure sales tax called Penny for Pinellas which generated \$1.9 billion in revenue over ten years for capital improvements.
- Oversaw the completion of numerous capital improvement projects in excess of \$500 million, including major roadways, water, sewer and solid waste projects, parks, environmental education centers, jail facilities and airport development projects.

STEPHEN SPRATT, SENIOR VICE PRESIDENT

Chief Assistant County Manager, Miami Dade County, FL

During his tenure as the Chief Assistant County Manager, he was responsible for management oversight of multiple County departments on behalf of County Manager with full delegated signature authority. Departmental responsibility was in excess of \$1.5 billion in operating and capital budgets and 4,900 full-time employees. Departments included Aviation, Seaport, Transit Agency, Metropolitan Planning Organization, Solid Waste Management, Park and Recreation, Cultural Affairs, Procurement Management, Business Development, Neighborhood Outreach and Safe Neighborhood Parks Bond Program. He was also designated as Transportation Manager to serve as administrator and point person on all County transportation activities, as well as liaison with Miami-Dade Expressway Authority, Regional Transportation Organization and related agencies.

As the Senior Special Assistant to the County Manager, Stephen was the Staff Director of the Mayor's Efficiency and Competition Commission, a public-private steering group to guide efficiency improvements, organizational streamlining and competitive assessments in county government. He provided general management support to the County Manager as needed on executive matters; assisted in preparing County Commission agendas, workshops and briefings, including direct assistance in the conducting of County Commission meetings; and acted as the County Manager's staff liaison to the Miami-Dade County Performance Commission and Commission on Ethics and Public Trust.

Management and Budget Director, Miami Dade County, FL

During his 15-year tenure with the County's Office of Management and Budget, he held multiple positions in which he directed and supervised staff in the preparation of operating budgets totaling \$2.5 billion annually and capital budgets totaling \$1.6 billion annually. As the Budget Director, he monitored and evaluated revenues, expenditures, and programmatic performance of County departments and agencies. He oversaw the financial feasibility analysis of various municipal incorporation projects including Key Biscayne, Aventura, and Pinecrest.

Additional positions held in Miami Dade County included Budget Analyst, Productivity and Management Analyst, Intergovernmental Affairs Specialist and Citizens Services Administrative Officer

Served as Adjunct Faculty, teaching Public Administration at Florida International University Institute of Government and Miami Dade College



SHANNON M. LEWIS

SENIOR VICE PRESEIDENT
DIRECTOR
GOVERNMENT SERVICES -
WATER



EDUCATION

Master of Public
Administration, University of
Central Florida

Bachelor of Arts, English,
University of North Carolina
at Wilmington

LICENSES / CERTIFICATIONS

ICMA Credentialed Manager
OSHA 10-Hour Safety
Certification

ORGANIZATIONS / AFFILIATIONS

FCCMA – Past President
ICMA
Florida League of Cities
ASPA

EXPERIENCE

Years of Experience:
26

Shannon Lewis is an ICMA Credentialed Manager with over 25 years of local government expertise, having served successfully as City Manager and Deputy City Manager in several Florida municipalities. She is skilled in public affairs, strategic and collaborative leadership, policy development and execution, economic development and redevelopment, customer service, and capital and program planning and management. Additional strengths include citizen and governing board engagement; contract analysis, preparation, and management; human resources, ethics, employee relations, and labor negotiations; and emergency management and crisis communications.

REPRESENTATIVE EXPERIENCE

ANSER ADVISORY, PART OF ACCENTURE

Support the operations of the Florida Governmental Utility Authority (FGUA) by leading a team of professionals in delivering utility management services, including but not limited to full-service utility management and operational oversight; financial reporting, budget preparation, and debt management; CIP development, oversight, and project delivery; regulatory compliance and oversight; FGUA Board support including public noticing and records management, IT, customer services, billing, and public communications; intergovernmental grant/loan management with state and federal agencies and cooperative agreements other local governments; and coordination with the U.S. Defense Logistics Agency (DLA) and other federal agencies.

CITY OF MELBOURNE

City Manager 2018-2023

Deputy City Manager 2014-2018

Budget: \$220 million Population: 85,000

Overview

Led a full-service, complex, and diverse municipal government with responsibility for providing outstanding service and communications to citizens, businesses, and customers. Set the strategic direction of the organization based upon the goals established by the City Council and oversaw a professional senior leadership team committed to addressing multifaceted internal and external opportunities and challenges through creativity, teamwork, and expertise. Coordinated work programs and projects among departments as well as with other government agencies to ensure work was completed cooperatively and efficiently, and to ensure that resources and assistance provided were appropriate. Performed policy analysis, special reports, contract administration and negotiations.

Achievements

- Led the City's response to the COVID-19 pandemic including modified personnel and operating policies; programs to assist small businesses and residents; and unique public-private partnerships that led to housing, rental and utility assistance for qualified households and bridge housing opportunities for the homeless.
- Implemented and enhanced policies to mitigate fraud, increase transparency, and strengthen internal controls.
- Oversaw planning, communications, and outreach for a successful \$35 million general obligation bond referendum to construct a new police headquarters facility.
- Directed restructuring of development-related fees to achieve greater cost recovery and less impact on general fund.

SHANNON M. LEWIS, ASSISTANT DIRECTOR MUNICIPAL SERVICES

- Oversaw efforts to make multi-million-dollar improvements to two municipal golf courses along with enhanced programming and marketing changes.
- Oversaw City's response to a state operational audit and implemented corrective actions.
- Provided leadership and resources to transition to an online system for permits, site plans, zoning and development changes, construction plans, and tax receipts to streamline the development process.
- Participated in community conversations surrounding race relations and police reform; prioritized and funded a police body worn camera program; and developed programs to adequately staff and equip police officers.
- Fostered relationships with local non-profit agencies to develop and support a stakeholder group dedicated to addressing issues surrounding homelessness with an emphasis on finding supportive, permanent housing.
- Negotiated the sale of City waterfront property in the amount of \$2 million for development as a marina and mixed-use project with a capital investment of \$18 million.
- Led the City's legislative efforts to obtain \$900,000 for a needed city dredging project and over \$1 million for construction of multiple water quality projects.
- Served as Incident Commander during activation of the Emergency Operations Center (EOC) for multiple hurricanes and tropical storms.

CITY OF PORT ORANGE

Assistant City Manager 2007-2014

Budget: \$95 million Population: 57,000

Overview

Directed oversight of the Public Utilities, Finance, Community Development, Administrative Services (Information Technology and Human Resources) and City Clerk Departments. Analyzed, drafted and managed a variety of service agreements, capital construction contracts, invitations for bidding, and requests for proposals. Monitored and reported on State of Florida and federal legislation with potential impacts to City operations and the community at large. Advocated on the City's behalf and worked with other governmental agencies to further the City's goals and objectives. Served as one of two lead negotiators responsible for four collective bargaining agreements representing over half of the City's workforce.

Achievements

- Served as the Interim Public Utilities Director with direct oversight of a \$24 million operating and capital budget with over 70 employees responsible for water, wastewater, and reclaimed water services as well as engineering and right-of-way activities.
- Led City's legislative program and efforts including a successful local bill amending local hospital district representation and funding from the State Legislature for over \$5 million in capital project assistance.
- Oversaw \$2 million B-23 Canal dredging and seawall project design and construction including neighborhood outreach efforts, contract preparation, and administration. Advocated for and received \$300,000 in state funding from the Florida Legislature.
- Increased economic development opportunities for new and expanding businesses by managing the design, construction, and marketing of a new 41-acre pre-permitted business park.
- Served as the project manager and contract lead negotiator responsible for recruiting Raydon Corporation to the City resulting in \$20 million in new capital investment and high-wage jobs.
- Renegotiated a new 10-year lease with Palmer College of Chiropractic resulting in over \$4 million in revenue to the city.
- Served as the project manager on behalf of five cities responsible for all aspects of closing the Regional Communications Center as a result of countywide consolidation of emergency dispatch services, including human resource needs, software conversions, and operational changes.
- Served as both the Interim Human Resources Director and Information Technology Director with the responsibility of employment contract development, policy updates, union negotiation, risk

management, training program development, and employee assistance. Oversaw implementation of enhanced internal controls and new software deployment.

- Oversaw the selection and implementation of a citywide electronic document management system to improve employee efficiency, reduce waste and allow greater access to public records by citizens.

CITY OF NEW SMYRNA BEACH

Business Development/Governmental Affairs Director 2001-2007

Budget: \$22 million Population: 25,000

Overview

Developed City's economic development program and strategic plan. Developed and presented City legislative action plans and priorities to State Legislators on City and local issues, including fire and police pension benefits, beach driving, and funding priorities. Served as the Community Redevelopment Agency Director responsible for a \$5 million budget, professional personnel, and numerous capital projects. Interacted with merchant organizations. Prepared agendas, reports and conducted monthly Community Redevelopment Agency Board meetings. Advised Board Members and provided recommendations. Prepared and presented annexation reports and property analyses for involuntary annexation efforts. Served as the Public Information Officer for the City Manager's Office and for emergency/disaster situations, including three major hurricanes and two large wildfires. Authored emergency management, homeland security, firefighter, and port authority grants.

Achievements

- Led a multi-jurisdictional team to organize and implement a regional emergency communication center serving a population of 100,000 citizens; developed and oversaw \$4 million budget; and acted as interim director.
- Developed and implemented marketing strategy for an \$18.8 million capital project bond referendum that was passed by the voters.
- Developed and implemented a \$750,000 water taxi pilot program in the New Smyrna Beach-Ponce Inlet area with assistance from our local Congressman.
- Successfully lobbied Congress Members for beach renourishment after 2004 hurricanes.
- Created the City's first marketing information concerning business retention, recruitment, and expansion.



SCOTT A TOWLER, P.E.

SENIOR PROJECT MANAGER



EDUCATION

Master of Science,
Engineering Management,
Pennsylvania State University,
PA

Bachelor of Science,
Engineering Technology,
Temple University,
Philadelphia, PA

LICENSES / CERTIFICATIONS

Professional Engineer,
Pennsylvania PA PE076543

Licensed Wastewater
Operator PA T0390

**ORGANIZATIONS /
AFFILIATIONS**

AWWA

WEF

EXPERIENCE

Years of Experience:

34

Years with Firm:

1.2

Professional Engineer is known for possessing a high degree of integrity and dedication to protecting consumer safety through strict adherence to applicable federal, state, and local laws, regulations, and ordinances. Broad, diversified strategic experience managing small, medium, and large government water and wastewater infrastructure systems and projects. Extensive expertise in supervising innovative design and design/build projects, including pump stations, piping systems, and water/wastewater treatment facilities. Successful background in resolving deficiencies that improve overall water quality. Firsthand experience with plant operations and maintenance.

REPRESENTATIVE EXPERIENCE

**ANSER ADVISORY / GOVERNMENT SERVICES GROUP
SENIOR DIRECTOR / VP**

Serving in the Anser Advisory's Government Services Group, Water Division, to assist with the management of delivering a wide range of services in the areas of management support comprising capital program administration, water, and sewer utility services, financial administration, including debt management, grant management, contract operations, and customer service oversight. Serve as Assistant System Manager for the Florida Governmental Utility Authority (FGUA). The FGUA was formed in 1999 through an interlock agreement between Brevard, Lee, Polk, and Sarasota counties in Florida as a special purpose government to make the best use of their daily responsibilities to acquire, own, improve, operate, and maintain water and wastewater facilities and utilities. By forming the FGUSA, these counties used resource sharing to provide drinking and wastewater service to their citizens at a lower cost and with more local management.

**WATER AUTHORITY – GEORGETOWN, CAYMAN ISLANDS
SENIOR ENGINEERING MANAGER**

Provide and conduct professional water/wastewater utility engineering work in the planning, design, project management, investigation, and construction of civil engineering projects within the current policies and practices of the Authority. Planned, organized, coordinated, and direct activities, including in-house engineering, pipe relay crews, and managing contractors. Assist the Deputy Director in maximizing the effectiveness of the Engineering Services

**DEKALB COUNTY GOVERNMENT - DECATUR, GA
DIRECTOR, DEPARTMENT OF WATERSHED MANAGEMENT**

Comprehensive supervision over water and wastewater operations, potable water production, and wastewater disposal for one of Metro Atlanta's largest counties, encompassing 5,000 miles of water distribution and sanitary sewer collection piping. Supervisory responsibilities for a 40 MGD Water Filter Plant, associated water storage tanks, booster pump stations, and a 20 MGD Pole Bridge Advanced Wastewater Treatment Plant. Collaborated with County Commissioners to develop and implement water meter replacement and septic to sewer policies.

Notable Accomplishments:

- Oversaw managing the \$187M expansion of the Snapfinger Advanced Wastewater Treatment Plant (36 MGD to 54 MGD) and 67 lift stations.
- Coordinated with the US EPA and ensured compliance with all laws, regulations, and compliance schedules pertinent to the Sanitary sewer Consent Order.
- Managed the preparation and development of the County's \$300M annual budget. Successfully supervised a \$1.35B upgrade to the County's water and wastewater infrastructure.

VEOLIA NORTH AMERICA - BROCKTON, MA

INTERIM CHIEF OPERATIONS OFFICER, PITTSBURGH WATER AND SEWER AUTHORITY

Served as acting COO through Veolia North America's Peer Performance Solutions (PPS) Group. The PWSA provides quality water and quality services to approximately 83,000 customers within the city of Pittsburgh.

BUSINESS DEVELOPMENT MANAGER

Supported existing projects and expanded scope. Managed key accounts, and contract renewals, managed RFPs, performed due diligence, and created/implemented cost savings initiatives.

AREA MANAGER

Successfully managed key client accounts in four states - CT, DE, PA, AND MD. Managed a P/L of approximately \$23M. Supervised a staff of 70 direct and indirect reports.

URS CORPORATION (now AECOM) – FORT WASHINGTON, PA

WATER / WASTEWATER PROJECT MANAGER

As a Seller / Doer, strategically developed, designed, and delivered water and wastewater municipal services in Southeast Pennsylvania. Grew a new line of business that diversified service offerings.

ARTESIAN WATER - NEWARK, DE

DIRECTOR OF WASTEWATER OPERATIONS AND WESTERN ENGINEERING

Led sustainable growth and delivery of water and wastewater services through planning, design, and implementation. Successfully developed technical solutions and proposals which identified risks and opportunities for new business.

ENGINEER / PROJECT MANAGER

Designed technical solutions and managed the construction of community wastewater treatment and disposal systems. Liaised and collaborated with land developers to ensure the timely delivery of infrastructure solutions for their projects.

AMERICAN WATER – VOORHEES, NJ

TECHNICAL SPECIALIST

Responsible for developing technical solutions, evaluation of assets, and developing operational and improvement cost estimates for the privatization of water and wastewater utility systems for US Military Installations. Develop strategy and corrective actions to respond to regulatory consent orders, operational and process deficiencies, and system improvements. Served as a key team member capturing the award of three significant contracts and establishing the Company's presence in a new market area.



WILLIAM FONTAINE

OPERATIONS MANAGER



EDUCATION

- Leesburg High School
- State of Florida Certifications:
- Wastewater Treatment Operators license
- Water Treatment Operator license
- Storm Water Inspector license

OFFICE: 407.629-6900

MOBILE: 352.409.6520

WILLIAM.FONTAINE

@ANSERADVISORY.COM

Specialization & Experience

William Fontaine has over 42 years of experience in the water and wastewater industry. He has completed courses in Utility Management, Operation and Maintenance of Utility Systems, Management for Success in Utility Operations, Advanced Water and Wastewater Treatment operations and Unaccounted Water in Distribution Systems. Backflow and cross-connection compliance, Underground Utility Inspections, and Chlorine Safety.

URS Corporation, Public Involvement Specialist, Phoenix, AZ

Accomplishments

Operations Manager, Anser Advisory

- Ensures Operation and Maintenance contractor compliance with Florida Governmental Utility Authority (FGUA) agreements while controlling FGUA’s operating and maintenance budgets.
 - Provides input for FGUA’s Capital Improvement Program plan.
 - Confirmed environmental compliance of water and wastewater facilities with all regulatory agencies.
 - Formulated financial objectives and budgets while evaluated the direction necessary to remain within budgetary guidelines.
- Central Region Manager, Government Services Group
- Management of Operations, Maintenance, Capital, Developer and R&R projects performed by contractors in the Central Florida area for the FGUA. Ensure that all contactors complete projects efficiently and within contract requirements.
 - Assist state operations manager with facility compliance issues to help determine best approach in solving issues efficiently.
 - Develop written scope for Capital and R &R projects to help minimize expenditures for the FGUA.
 - Interact with customers related to all projects in Central Florida to ensure positive results for the organization and the customers.

Region Manager, US Water Services

Managing operations, maintenance and inspection of collection, distribution, re-use and pumping facilities. Included inspection of all construction and R&R projects performed by US Water staff including approval of completed projects. He also provided proposals for all clients of US Water and ensure profitability of proposed projects

Area Manager, Aqua America

Manage and train 31 employees; oversee performance of daily tasks in compliance with regulatory requirements. Responsible for managing and inspection of 27 capital projects totaling \$40 million dollars.

Field Coordinator, Florida Water Services

- Responsible for managing the budget, operation, maintenance, repair and replacement of water, wastewater, collection, re-use, distribution, and pumping facilities.



SAM CAIN, P.E.

UTILITY ENGINEER
FLORIDA GOVERNMENTAL
UTILITY AUTHORITY



EDUCATION

Bachelor of Science in Civil
Engineering, University of
Florida

LICENSES / CERTIFICATIONS

Florida Registered
Professional Engineer,
License # PE76202

EXPERIENCE

Years of Experience:
17

Sam Cain is a Professional Engineer registered in the State of Florida with 17 years of engineering and water/wastewater utility experience and currently serves as the Utility Engineer for the Florida Governmental Utility Authority. He is skilled in utility operations management, regulatory compliance, permitting, capital project management, and utility system assessments. Additional strengths include quality assurance reviews of construction drawings and documents, metering/billing accuracy and revenue optimization, customer service support, and numerous other tasks vital to the effective management and operation of water & wastewater utility systems.

REPRESENTATIVE EXPERIENCE

ANSER ADVISORY, PART OF ACCENTURE

Performs utility system assessments for water & wastewater systems using information obtained from site visits, personnel interviews, and from compliance and sampling records; Collaborates daily with various personnel to provide effective management of approximately 90 water and wastewater systems owned by the Florida Governmental Utility Authority (FGUA); Project Manager for the FGUA Energy Performance Savings project which included the replacement of approximately 28,000 water meters and their upgrade to Advanced Metering Infrastructure; Responsible for developing a meter accuracy testing and replacement program for the FGUA including the purchase and oversight of a meter accuracy test bench; Designated as the FGUA’s authorized representative for permitting and regulatory compliance matters; Coordinates with and supervises Engineers and Contractors on various water and wastewater utility projects such as renewing and modifying operating permits, hydro-pneumatic tank inspections and replacements, emergency utility work, and capital improvement projects to ensure that the desired outcome is achieved; Provides quality assurance reviews for numerous items such as project scopes and specifications, draft construction drawings, contracts/agreements, monthly operation reports for water/wastewater facilities, etc..

AQUA UTILITIES FLORIDA, INC.

Engineering Technician, 2011-2013

Overview

Responsible for coordinating with Engineers, Contractors, and company personnel on various water and wastewater treatment plant construction projects while ensuring a proper and timely construction; Performed site visits to document both existing conditions and construction progress; Supported Aqua field personnel in numerous ways to ensure that they were equipped with the tools and information needed to effectively perform their duties.

Achievements

- Oversaw the completion of various capital improvement projects such as rehabilitating the Peace River & Jungle Den WWTPs and installing hydrogen sulfide removal filters at WTPs.
- Assisted operations personnel with submitting monthly reports to the Department of Environmental Protection.
- Managed the renewal of various WWTP operating permits.

BASKERVILLE DONOVAN, Inc.

Assistant Engineer III, 2010-2011

Overview

Completed various progressively complex engineering tasks such as developing an O&M manual for a recently upgraded WWTP, assisting with designing a gravity sewer and conveyance system, and observing construction activities.

Achievements

- Assisted with the design and performed construction observation for the Grand Lagoon Septic to Sewer project for the City of Panama City Beach.



MATTHEW RIHS

COMMUNITY SERVICES
MANAGER



EDUCATION

Master of Science, Human
Relations and Business,
Amberton University,
Garland, TX

Bachelor of Arts, Government
and French, University of
Redlands, Redlands, CA

EXPERIENCE

Years of Experience:

22

Years with Firm:

13

Matthew Rihs is a project management and community services professional with over two decades of experience providing community services project management, construction project management, and other related services to public agencies and local municipal clients. His acute oversight and design, construction, and leadership experience allow him to serve the Florida Governmental Utility Authority clients in varying capacities. Matthew’s drive for success and passion for public agencies and municipal institutions coupled with his experience make him an engaging Project Manager who pushes for reasonable success for all project stakeholders. Matthew is a proven leader who values and encourages team spirit.

REPRESENTATIVE EXPERIENCE

Anser Advisory, part of Accenture, Community Services Manager, FL

Lead a team of customer service representatives responsible for providing excellent customer and client service. Oversee customer service and billing contractor, address escalated customer concerns, and ensure accurate billing and collections. Implemented multiple proactive and award-winning community outreach activities such as a water awareness poster contest and rain barrel painting event to support seniors needing financial assistance with their utility bills. Updated system-wide customer service policies and procedures, established appropriate benchmarking standards, and oversaw transition to a new online bill payment system.

URS Corporation, Public Involvement Specialist, Phoenix, AZ

Facilitated community outreach for many governmental and private utility clients in the Phoenix Metropolitan area and surrounding region. Coordinated Maricopa County United States Postal Service Trip Reduction Program for 50 Postal Service Offices in Maricopa County, Arizona. Initiated public outreach with United States Environmental Protection Agency for environmental remediation of the Iron King Mine and Humboldt Smelter site in Dewey-Humboldt, Arizona. Organized open house events for the Glendale GO mass transit improvement program. Planned community informational events for Arizona Public Service (APS) electric transmission line projects.

Alliance Defending Freedom, Alumni Communications Coordinator, Scottsdale, AZ

Facilitated communication between program administration and university law school students and program alumni for the Blackstone Legal Fellowship legal training program. Interviewed Blackstone Legal Fellowship program graduates, and wrote news articles for the program’s online newsletter, the Blackstone Review. Developed and maintained the Blackstone website, adding an interactive calendar of events, enhanced the website with new audio and text transcripts, and uploaded blogs provided by Blackstone staff and alumni. Developed the first groundwork for Blackstone Staff and attorneys with university law school administrators and career services representatives for potential public interest opportunities between law school students and staff attorneys.

City of Phoenix, Arizona, City Council Aide, Phoenix, AZ

Provided seamless constituent service as the liaison for Councilman Claude Mattox and the 165,000 residents in the district, working with City staff to address neighborhood safety and community blight issues facing the community. Represented the Councilman on the Safest Route to Schools Transportation Plan in the district, ensuring safe pedestrian and cycling pathways to schools in the Maryvale community. Participated in the Annual Phoenix Block Watch Summit,

MATTHEW RIHS, COMMUNITY SERVICES MANAGER

assisting organization of various city departments' involvement and participation in the summits for Block Watches and Homeowners' Associations in the City.

SRP, Public Involvement Assistant, Tempe, AZ

Communicated with sensitive customers regarding public involvement issues for the Santan Generating Station Expansion Project in Gilbert, Arizona, the Palo Verde to Southeast Valley Transmission Project in Pinal and Maricopa Counties, Rogers Solar Cell Project in Mesa, Arizona, the Arizona Falls Project in Phoenix, Arizona, canal dry-up projects and several utility relocation projects. Provided support to Public Involvement Coordinator throughout execution of public involvement projects, including contacting various appointed and elected officials as well as community stakeholders to set-up meetings, presentations, and community interviews for the projects. Wrote PowerPoint presentations for the Public Involvement Director, presented project material to the community as needed by mailed letter and door-to-door notification.

SRP, Government Relations Intern, Tempe, AZ

Assisted Government Relations Representatives by attending Arizona State legislative committee meetings and reported meeting notes and outcomes to senior representatives. Organized and filed legislative bills, resolutions, and amendments for the office staff. Attended and assisted in various SRP-sponsored community functions and events in the Phoenix Metropolitan area, including SRP Day at the Capitol, and the opening of the Hassayampa Transmission Switchyard near Buckeye, AZ.

CoStar Realty Information Group, Research Analyst, San Diego, CA

Contacted commercial real estate agents regarding available listings in the Orange, Riverside and San Bernardino Counties. Uploaded updates in the online realty information system. Corresponded with the agents concerning major sales, and drafted news summaries posted in the local markets for information system subscribers.

Martin served as MEP Project Manager and Lead Electrical Engineer for the design and construction of 340 kW of photovoltaic systems on eight buildings at four different campuses. Extensive collaboration with the Division of the State Architect (DSA) was required in order to close out previous projects at each site. The project was funded by the Marin Community Foundation and the Federal Government through the Clean Renewable Energy Bond (CREB) program for the "Go Solar" initiative.



SOUTH MARTIN REGIONAL UTILITY (SMRU)

9000 ATHENA STREET • P.O. BOX 395 • HOBE SOUND, FLORIDA 33475-0395

(772) 546-2511 • FAX (772) 546-7619

TO: Penelope Townsend, Mayor
Marshall Field VI, Vice Mayor
Anne Scott, Commissioner
Patricia Warner, Commissioner
Joseph Taddeo, Commissioner

FROM: Stuart Trent, P.E., SMRU Director

THROUGH: Robert Garlo, Town Manager

DATE: September 10, 2024

SUBJECT: Jamie Underground – Contract Extension

BACKGROUND

SMRU utilizes directional boring for installation of new and replacement piping throughout the system. This method allows for the quick installation of seamless piping without the need to open cut and restore landscaping, sod, and hardscape.

Jamie Underground, Inc. was selected as a continuing service contractor in response to a bid solicitation in 2021 for directional boring services. The contractor has provided services to SMRU for several years and has an excellent working relationship with staff. Typical work assignments include installation of small diameter service piping, and water main replacements.

The term of the Agreement, as renewed would expire on September 12, 2024, as both renewal terms have been exercised, and Staff intends to go out for bid for new Construction Services but has need for continued Construction Services from Jamie Underground pending the outcome of the bid for new Construction Services. Jamie Underground has agreed to extend the term of the current Agreement for an additional third, three-month renewal term, extending the term of the agreement to December 12, 2024, to accommodate Owner's bidding process for a new Construction Services.

This agreement has been reviewed by SMRU counsel for legal sufficiency.

REQUESTED ACTION

SMRU staff requests that the SMRU Board authorize the Mayor to execute the contract extension through December 12, 2024, to accommodate SMRU's bidding process. Funds will be expended from Infrastructure Repair and Maintenance 401-414-546.107.

**RENEWAL AGREEMENT
FOR
DIRECTIONAL DRILLING SERVICES**

THIS RENEWAL AGREEMENT (“Renewal Agreement”) made as of the Effective Date, defined below, by and between the Town of Jupiter Island, Florida, a political subdivision of the State of Florida (“Owner”), with an office located at 2 Bridge Road, Hobe Sound, Florida 33455, and Jamie Underground, Inc., (“Contractor”), with its principal address at 2660 SE Fairmont St. Stuart, FL 34997.

WHEREAS, Owner and Contractor entered into a Contract for Underground Utility Construction (“Construction Services”), dated September 13, 2021 (“Agreement”); and

WHEREAS, the term of the Agreement, as renewed would expire on September 12, 2024, as both renewal terms have been exercised, and Owner intends to go out for bid for new Construction Services, but has need for continued Construction Services from Contractor pending the outcome of the bid for new Construction Services, and Contractor has agreed to extend the term of the current Agreement for an additional third, three-month renewal term, extending the term of the Agreement to December 12, 2024, to accommodate Owner’s bidding process for a new Construction Services.

NOW THEREFORE, in consideration of the mutual promises and covenants contained in the Agreement and in this Renewal Agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Definitions set forth in the Agreement shall apply to this Renewal Agreement.
2. The term of the Agreement is extended from September 13, 2024, through December 12, 2024. The pricing for Construction Services as provided for in the Second Renewal Agreement will remain in effect for this third Renewal Agreement term.
3. Except for the Term extension as set forth above, the terms and conditions of the Agreement remain in full force and effect.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE OWNER’S TOWN CLERK, WHO IS THE OWNER’S CUSTODIAN OF PUBLIC RECORDS, AT:

Office of the Town Clerk
Town of Jupiter Island
2 S.E. Bridge Road
Hobe Sound, Florida 33475
772-545-0100
kkogos@tji.martin.fl.us

IN WITNESS WHEREOF, the parties hereto have caused this Renewal Agreement to be duly executed and effective as of the date executed by Owner (the "Effective Date").

Authentication

The Town of Jupiter Island, Florida

Town Clerk

By: _____

Penelope Townsend
Its Mayor

(TOWN SEAL)

Date: _____

Jamie Underground, Inc.

By:  _____

Its Authorized Representative

Jamie Underground Inc.

PO Box 1702 Palm City, FL 34991
Bill@jamieunderground.com
2660 SE Fairmount St.
Stuart, FL 34997

August 26th 2024,

Dear Stuart and Kim,

I hope this message finds you both well.

I am writing to formally communicate our decision regarding the current contract between Jamie Underground and South Martin Regional Utility (S.M.R.U.), which originated in 2021. As we understand the importance of maintaining a clear and transparent process for our mutual interests, we will honor the unit prices outlined in the Schedule of Values for the duration of the existing annual contract.

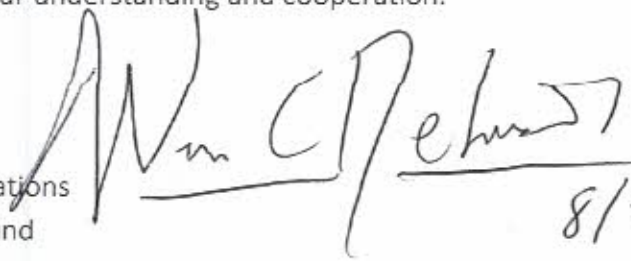
To accommodate the upcoming public bidding process for the new contract, Jamie Underground will hold our current prices for a period of three months. This extension should provide ample time for S.M.R.U. to prepare and issue the new contract for bidding, ensuring a smooth transition and continued service.

Please let us know if there are any specific procedures or additional information required to facilitate this process. We appreciate your attention to this matter and look forward to continuing our successful collaboration.

Thank you for your understanding and cooperation.

Sincerely,

Bill DeLuca
Director of Operations
Jamie Underground



8/26/24

PO BOX 1702, PALM CITY, FL 34991
T 772-221-0199 U WWW.JAMIEUNDERGROUND.COM



SOUTH MARTIN REGIONAL UTILITY (SMRU)

9000 ATHENA STREET • P.O. BOX 395 • HOBE SOUND, FLORIDA 33475-0395

(772) 546-2511 • FAX (772) 546-7619

TO: Penelope Townsend, Mayor
 Marshall Field VI, Vice Mayor
 Anne Scott, Commissioner
 Patricia Warner, Commissioner
 Joseph Taddeo, Commissioner

FROM: Stuart Trent, P.E., Public Services Director

THROUGH: Robert Garlo, Town Manager

DATE: September 10, 2024

**SUBJECT: Gomez Avenue Community / Pettway Potable Watermain Extension
 TJI/Martin County Interlocal Agreement**

BACKGROUND

The South Martin Regional Utility (SMRU) provides water and sewer services to residents throughout Hobe Sound via an interconnected network of distribution and collection pipelines. While most areas are within an accessible distance from the pipeline network, several neighborhoods have historically utilized onsite well and septic systems for their domestic needs. This approach to utility service requires sufficient separation between wells and septic drain fields such that no cross contamination occurs. When sufficient separation exists and the condition of onsite facilities are maintained, acceptable health standards may be met, however with age and as infill occurs, the systems can begin to fail.

The Kingsway and Pettway neighborhoods began to develop approximately 60 years ago and areas that have not converted to municipal utility services have seen failures in their onsite facilities resorting to coliform contamination in their drinking water wells. These neighborhoods have been identified as an area of concern that would benefit from a joint project between Martin County and South Martin Regional Utility, funded through State and County funding to extend infrastructure to these homes. This area received attention from the State of Florida and has been granted an appropriation of \$950K to assist in providing water to the community.

Martin County and SMRU have estimated that the final cost of the project will approach \$1.8MM and will require further investment on the part of Martin County. Funding has been identified at the County level to allow further plan development and construction of improvements over time.

To facilitate design, the County has agreed to execute an interlocal agreement to reimburse costs for survey, design, engineering, and permitting of line extensions to the Town. Once fully designed and

permitted, the County will engage with contractors to build the system and turn it over to SMRU for ownership and service to customers.

Staff has reviewed the scope and design needs for this project and has procured two proposals for engineering services for design through certification from its continuing services engineer Engenuity Group, Inc (attached). Should the SMRU Board authorize the Mayor to execute this interlocal, the Board would need to authorize staff to engage its engineer, Engenuity Group, via Task Authorization. Engineering fees are reimbursable by terms of the interlocal agreement.

This interlocal and attached work authorizations have been reviewed for legal sufficiency by its legal counsel.

REQUESTED ACTION

Staff requests that the SMRU Board authorize the Mayor to execute the interlocal agreement (attached) for watermain extensions to the Gomez/Pettway community.

Subject to board acceptance of the interlocal, Staff requests authorization to issue a task order to Engenuity Group for survey and engineering design of watermain extensions in the aggregate amount of \$122,430.00, to be expended from account 403-412-564.124 (projects) where sufficient funds are available for this design.

This instrument was prepared by or under the supervision
of (and after recording should be returned to):

(Space reserved for Clerk of Court)

**INTERLOCAL AGREEMENT RELATING TO THE CONSTRUCTION
OF GOMEZ/PETTWAY POTABLE WATER MAINS INSTALLATION
PROJECT**

By and Between

Martin County, Florida

and

Town of Jupiter Island, Florida

Dated as of _____, 2024

THIS INTERLOCAL AGREEMENT is made and entered into as of ____, 2024, by and between Martin County, Florida (the "**COUNTY**") and the Town of Jupiter Island, Florida (the "**TOWN**" and together with the County the "**PARTIES**").

W I T N E S S E T H:

WHEREAS, § 163.01, Fla. Stat., known as the “Florida Interlocal Cooperation Act of 1969” (the “**Act**”), provides a method for governmental entities to cooperate with each other on a basis of mutual advantage to provide services and facilities in a manner that will accord best with the factors influencing the needs and development of local communities; and

WHEREAS; The Department of Health, over a period of several years, have documented water quality issues in several private potable wells in the Gomez/Pettway community of Hobe Sound (the “**Community**”); and

WHEREAS the **Community** is located within unincorporated area of the **COUNTY** and lies within the potable water utility service area of the **TOWN**; and

WHEREAS the **PARTIES** want to cooperate to perform a potable water distribution mains project within the **Community** as a single joint project (“**PROJECT**”); and

WHEREAS, providing potable water distribution mains infrastructure improvements in the Community will help the Parties protect the health, safety and welfare of the unincorporated County residents in those areas; and

WHEREAS the County has secured substantial state funding in the amount of \$940,000 to support the installation of potable water distribution mains infrastructure in the Community; and

WHEREAS the Parties recognize that it would be most efficient for the TOWN to procure the design and permitting of the Project, and for the COUNTY to procure construction of the PROJECT pursuant to which (1) the COUNTY shall utilize local funds to reimburse the TOWN for the design and permitting of the Project, and for the COUNTY to bear all remaining funds for the PROJECT construction costs within the agreed limits of the PROJECT, and (2) the COUNTY will construct the PROJECT in accordance with the construction standards set forth in the TOWN's Uniform Policies & Procedures, and upon completion of the Project, transfer ownership of the PROJECT potable water distribution mains facilities to the TOWN for the TOWN's ownership, operation and maintenance; and

WHEREAS, in accordance with all applicable Federal, State and County requirements, the COUNTY will obtain construction bids, utilizing a unit price and

quantity bid Contract, for the goods and services required for the construction of the PROJECT; and

NOW THEREFORE, in consideration of the mutual promises, covenants, obligations, duties and benefits herein set forth, and other valuable consideration, the receipt and sufficiency of which are hereby conclusively acknowledged, the parties hereto agree as follows:

SECTION 1. AUTHORITY FOR INTERLOCAL AGREEMENT. This Interlocal Agreement is adopted pursuant to the provisions of the Act and other applicable provisions of law.

SECTION 2. DEFINITIONS. The following definitions shall govern the interpretation of this Interlocal Agreement:

"ACT" means Part I of Chapter 163, Florida Statutes, as amended.

"CAPITAL COST" means all or any portion of the expenses that are properly attributable to the acquisition, design, engineering, construction, and installation of the components of the potable water distribution system, including but not limited to, inspection fees and other similar fees and charges, if any, under generally accepted accounting principles.

"COUNTY" means Martin County, a political subdivision of the State of Florida.

"GOMEZ/PETTWAY POTABLE WATER DISTRIBUTION MAIN PROJECT AREA" means the area depicted in **Exhibits A, B and C** attached hereto.

"FISCAL YEAR" means the period commencing on October 1 of each year and continuing through the next succeeding September 30, or such other period as may be determined by mutual agreement of the TOWN and the COUNTY.

"INTERLOCAL AGREEMENT" means this Interlocal Agreement, including any amendments or supplements hereto, executed and delivered in accordance with the terms hereof.

"SMRU" means South Martin Regional Utility, the water, wastewater and irrigation quality water utility enterprise fund of the TOWN.

"TOWN" means the Town of Jupiter Island, a municipal corporation of the State of Florida.

"UTILITY SYSTEM" means the water and wastewater system facilities owned and/or operated by SMRU for the TOWN, used to provide water, wastewater and irrigation quality water service to the TOWN utility service area.

SECTION 3. INTERPRETATION. Words importing the singular number shall include the plural in each case and vice versa, and words importing persons shall

include firms and corporations. The terms "herein," "hereunder," "hereby," "hereto," "hereof," and any similar terms, shall refer to this Agreement; the term "heretofore" shall mean before the effective date of this Agreement; and the term "hereafter" shall mean after the effective date of this Agreement. This Agreement shall not be construed more strongly against any party regardless that such party, or its counsel, drafted this Agreement.

SECTION 4. CAPITAL COST. The estimated Capital Cost for the design, permitting, and construction inspection services of the Project is \$122,430.00, and the estimated Capital Cost for construction of the PROJECT is \$1,880,000. In the event that the COUNTY determines prior to the bid award for construction of the PROJECT, in its sole discretion, that the actual Capital Cost for construction of the Project will exceed this estimate by an amount that is not acceptable to the COUNTY, the COUNTY may terminate this Agreement by providing written notice of such termination to the TOWN, in which event the COUNTY will reimburse the TOWN for the cost of the design and permitting services incurred by the TOWN to the date of termination. In the event that the design and construction services exceed \$122,430, the TOWN shall provide notice to the COUNTY of the proposed increase and allow adequate time for the COUNTY to review and approve the increase.

SECTION 5. FUNDING.

(A) State appropriation funding in the amount of \$940,000 has been acquired, and \$300,000 in COUNTY Community Redevelopment Area TIF funds have also been budgeted for the PROJECT. The PARTIES shall continue to seek additional funding and property owner contributions to accomplish the full scope of the PROJECT. Phasing may be required if additional funding avenues are not identified, which phasing must be agreed upon by the COUNTY and the TOWN, absent which either party may terminate this Agreement.

(B) The COUNTY shall promptly review and provide TOWN a copy for timely review and approval, of any and all the Contractor's invoices submitted in connection with the project and either approve or disapprove in accordance with the Local Government Prompt Payment Act, §218.70 et. seq Fla. Stat, allowing for ten (10) business days after such approval or disapproval for the TOWN to issue or object to payments as appropriate. Upon approval of the invoices by both parties, the COUNTY will issue payment to the Contractor.

SECTION 6. DESIGN. The TOWN agrees to procure the design for the PROJECT from a utility design engineer ("ENGINEER") and obtain all necessary permits

and regulatory approvals for the project. The COUNTY agrees to provide funding for these services.

SECTION 7. CONSTRUCTION BID – BID DOCUMENTS, ADVERTISEMENT, REVIEW, AND AWARD. The TOWN agrees to cause the ENGINEER to develop construction plans and technical specifications for the COUNTY PROJECT construction bid documents, for review and comment by the COUNTY. Subject to the provisions for termination by the COUNTY set forth above after construction bids are received, the COUNTY will procure the PROJECT with the construction plans and technical specifications following the procurement requirements and procedures of the COUNTY. Should the PROJECT be phased, the COUNTY reserves the right to utilize a continuing service contract rather than bid out the remainder of the PROJECT. Subject to Sections 4 and 5(A) above, the COUNTY will review the bids, receive comments from the TOWN on the bids, award, and enter into a contract with the Contractor who provides the best value, as determined by the COUNTY in its sole discretion, for the PROJECT.

SECTION 8. CONSTRUCTION OF PROJECT;

(A) The COUNTY agrees to construct the project in accordance with design and regulatory approvals. The COUNTY will manage the construction contract and will be responsible for ensuring that the construction of the project meets all requirements and is completed on schedule in accordance with the contract, and construction documents.

(B) The TOWN agrees to coordinate and interface with the COUNTY, and Contractor to facilitate the timely and satisfactory construction of the PROJECT.

(C) COUNTY will receive for and forward to the TOWN, Contractor Shop Drawings and Technical Submittals for PROJECT potable water service components for TOWN ENGINEER's review and approval. The TOWN will cause the ENGINEER to review and provide approvals or comments on Submittals within 10 calendar days of receipt of a Submittal.

(D) The TOWN agrees to cause the ENGINEER to perform periodic inspections of the work of the Contractor and verify that the PROJECT is being constructed in conformance with the local building codes, construction plans and technical specifications.

(E) In addition to the management and inspection of the work by COUNTY, the ENGINEER will also visit the PROJECT site at least once per week when construction of the PROJECT is in progress and the ENGINEER will inspect the PROJECT for conformance to the Construction Contract Documents. The ENGINEER will notify the COUNTY of any work that is not in conformance with the Contract requirements.

(F) Upon completion of the PROJECT, the ENGINEER shall determine whether the PROJECT was constructed in accordance with the design and regulatory approval

requirements and provide its determination to the COUNTY in writing and if approved, such approval shall constitute acceptance by the TOWN of the PROJECT. If the ENGINEER identifies any deficiencies with the construction, the TOWN shall notify the COUNTY and the COUNTY shall require the Contractor to remedy the deficiency. Upon acceptance of the PROJECT by the ENGINEER, the COUNTY shall transfer ownership of the PROJECT potable water service components to the TOWN by Bill of Sale acceptable to the TOWN and shall transfer the Contractor's and Vendor's warranties related to the PROJECT potable water service components to the TOWN. Upon transfer of ownership of the PROJECT potable water service components to the TOWN, the TOWN shall be solely responsible for the operation, maintenance, repair and replacement of the PROJECT potable water distribution mains components, and the TOWN shall look solely to the Contractor's and Vendor's warranties for remedy of any subsequently identified defects in the construction of the PROJECT potable water distribution mains components.

(G) Upon acceptance of the potable water distribution mains by the TOWN, SMRU will make potable water service available to property owners adjacent to the potable water distribution mains, subject to compliance with the service connection provisions of the SMRU Policies, Procedures and Regulations, application for service and payment of all required fees and charges.

SECTION 9. ROAD RIGHT OF WAY. The COUNTY shall utilize the COUNTY road rights of ways within the PROJECT area for construction, of the PROJECT components, and grant the TOWN use of the rights of way for the completed project and provision of potable water service to customers within the PROJECT area. The TOWN acknowledges that the use of the Right of Way is subject to the provisions of §125.42, Fla. Stat.

SECTION 10. TERM OF INTERLOCAL AGREEMENT. Unless earlier terminated by the parties as provided above, this Interlocal Agreement shall terminate on the date PROJECT infrastructure is transferred by the COUNTY to the TOWN, and any pending disputes between the parties pursuant to Section 13 shall survive termination until finally resolved.

SECTION 11. FILING. A copy of this Interlocal Agreement shall be filed with the Clerk of the Circuit Court in and for Martin County, Florida.

SECTION 12. LIMITED LIABILITY. Neither the TOWN nor the COUNTY, or any agent, officer, official or employee of the TOWN or the COUNTY shall be liable for any action taken pursuant to this Interlocal Agreement in good faith or for any omission, except gross negligence, or for any act or omission or commission by the other party hereto and its agents, officers, officials or employees. The terms of this Section 12 shall survive termination or expiration of this Agreement.

SECTION 13. DISPUTE RESOLUTION.

(A) The parties agree to resolve any dispute related to the interpretation or performance of this Interlocal Agreement in the manner described in this Section 13 prior to filing suit against the other party. Any party may initiate the dispute resolution process by providing written notice to the other party. This Section 13 is intended to provide a dispute resolution process in lieu of the process provided in Chapter 164, Florida Statutes.

(B) After transmittal and receipt of a notice specifying the area or areas of disagreement, the parties agree to have their authorized representatives meet at reasonable times and places, as mutually agreed upon, to discuss the issues.

(C) If discussions between the parties authorized representatives fail to resolve the dispute within sixty (60) days of the notice described in subsection (A) above, the parties shall appoint a mutually acceptable neutral third party to act as a mediator. If the parties are unable to agree upon a mediator, the mediators selected by the parties shall, by mutual agreement, select a mediator who is a mediator certified by the Supreme Court of Florida and is a practicing mediator in Indian River, St. Lucie, Martin, or Palm Beach County. The mediation contemplated by this subsection (C) is intended to be an informal and non-adversarial process with the objective of helping the parties reach a mutually acceptable and voluntary agreement. The decision-making shall rest solely with the parties. The mediator shall assist the parties in identifying issues, fostering joint problem-

solving, and exploring settlement alternatives. The mediator's fee shall be paid in equal shares by each party to the mediator.

(D) If the parties are unable to reach a mediated settlement within one hundred twenty (120) days of the mediator's appointment, any party may terminate the settlement discussions by written notice to the other party. In such event, any party may initiate litigation within one hundred twenty (120) days of the notice terminating the settlement discussions. Failure by the party initiating the dispute resolution procedure to commence litigation within the 120-day period shall be deemed to constitute an acceptance of the interpretation or performance of the other party.

(E) In any dispute, each party shall pay the fees, charges and expenses of its own counsel, experts and witnesses.

(F) The terms of this Section 13 shall survive termination or expiration of this Agreement.

SECTION 14. AMENDMENTS. This Interlocal Agreement may be amended in writing at any time by the concurrence of the TOWN and the COUNTY and subsequent ratification by each party's respective governing body.

SECTION 15. PROFESSIONAL FEES AND COSTS. Each party shall pay the fees, charges and expenses of its own legal counsel and professionals in connection with the preparation and enforcement of this Agreement.

SECTION 16. ASSIGNMENT. This Interlocal Agreement may not be assigned, in whole, or in part, by any party at any time.

SECTION 17. NON-WAIVER. The failure of either party to insist upon the other party's compliance with its obligations under this Interlocal Agreement in any one or more instances shall not operate to release such other party from its duties to comply with such obligations in all other instances.

SECTION 18. NOTICES. All notices, certificates, demands, approvals or other communications hereunder shall be sufficiently given and shall be deemed given on the date such written communication is delivered by hand delivery, courier or facsimile transmission or three (3) days after the date mailed by registered or certified mail, postage prepaid, to the parties at the following addresses:

Town: Town of Jupiter Island
2 Bridge Road
Hobe Sound, Florida 33475
Attention: Town Manager

Required Copy to: Town Counsel
Phillip C. Gildan
Greenberg Traurig, P.A.
777 So. Flagler Drive, Suite 300 East
West Palm Beach, FL 33401

County: County Administrator
Martin County Board of County Commissioners
2401 Monterey Road
Stuart, FL 34996

Required Copy to: County Attorney
Martin County Board of County Commissioners
2401 SE Monterey Road
Stuart, FL 34996

SECTION 19. EXECUTION IN COUNTERPARTS. This Interlocal Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

SECTION 20. SEVERABILITY. In the event that any provision of this Interlocal Agreement shall, for any reason, be determined invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, the other provisions of this Interlocal Agreement shall remain in full force and effect.

SECTION 21. ENTIRE AGREEMENT. This Interlocal Agreement and the exhibit attached hereto constitute the entire agreement between the parties pertaining to subject matter hereof and may not be modified orally or otherwise except by written amendments executed by each party hereto.

SECTION 22. BINDING EFFECT. The obligations and covenants of this Interlocal Agreement shall bind and benefit the successors of the parties hereto.

SECTION 23. APPLICABLE LAW. This Interlocal Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

SECTION 24. EFFECTIVE DATE. This Interlocal Agreement shall become effective on the later of (A) the dated date hereof, or (B) the date the last party hereto executes this Interlocal Agreement and the filing requirements of Section 11 hereof are satisfied.

[Signature pages follow]

IN WITNESS WHEREOF, this Interlocal Agreement has been executed by and on behalf of the County by its Chairman, its seal affixed hereto, as attested by its Clerk as of the __ day of _____, 2024.

**BOARD OF COUNTY COMMISSIONERS
OF MARTIN COUNTY, FLORIDA**

(SEAL)

ATTEST:

By: _____
Harold Jenkins, Chairman

By: _____
Carolyn Timmann, Clerk of the Circuit
Court and Comptroller

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

By: _____
Sarah Woods, County Attorney

IN WITNESS WHEREOF, this Interlocal Agreement has been executed by and on behalf of the Town by its Mayor, its seal affixed hereto, as attested by its Clerk all as of the __ day of _____, 2024.

TOWN OF JUPITER ISLAND, FLORIDA

(SEAL)

ATTEST:

By: _____
Penelope D. Townsend, Mayor

By: _____
Town Clerk

EXHIBIT A

DESCRIPTION OF PROJECT COMPONENTS

The COMPONENTS of the project consist of the installation of the water main system including the following (subject to the final design presented):

- 29 gate valves
- Approximately 6,900 linear feet of 8” HDD force main via directional drill
- Approximately 1,300 linear feet of 6” HDD force main via directional drill
- One 8x6 wet tap
- Seventeen Fire Hydrant Assemblies including 6” Valve
- Approximately 150 linear feet of 8” HDD force main via directional drill under US1
- One 8” Insertion Valve
- 114 Water services including both short and long
- All associated site restoration, including concrete, roadway, irrigation system, and landscaping disturbed during construction of these components.

EXHIBIT B

SE KINGSWAY STREET PROJECT AREA



EXHIBIT C
SE PETTWAY PROJECT AREA

Professional Engineering Services

WORK AUTHORIZATION No. __

CONSULTANT: Engenuity Group, Inc.

1. **Project.** The Town of Jupiter Island, Florida (“Town”) is requesting Professional Civil Engineering Construction Phase Services SMRU Watermain Replacement – Kingsway Street Only (the “Project”).
2. **Detailed Scope of Professional Services.**
A detailed scope of services for the Project under this Work Authorization, in accordance with the phases of service detailed in the Agreement, is attached as **Exhibit A.**
3. **Deliverable and Schedule.**
Consultant shall provide the services in accordance with the Agreement and project schedule.
4. **Compensation.**
The total Fee to be paid to Consultant under this Work Authorization shall not exceed \$8,696.00, based on the hourly rates currently in effect under the Agreement.
A detailed fee schedule is attached as **Exhibit A.**
5. **Agreement Reference.**
This Work Authorization shall be performed under the terms and conditions described within the Continuing Professional Engineering Services Agreement, dated January 15, 2021, between the Town of Jupiter Island, Florida, and Consultant (the “Agreement”). The terms of the Agreement control over any conflicting or inconsistent in this Work Authorization and **Exhibit A.**
6. **Small Business.**
Consultant acknowledges that its Proposal contains a statement of Small Business Participation at 0% of the aggregate total value of the work authorizations to be issued under the Agreement.
7. **Insurance.**
Consultant shall maintain insurance coverages in accordance with the Agreement and hereby confirms that Certificate(s) of Insurance evidencing *current* policies meeting the requirements of the Agreement are on file with the Town as of the date of this Work Authorization.
8. **Exhibits.**
All attached Exhibits are incorporated fully into this Work Authorization and the Agreement.
9. **Effective Date.**
The effective date of this Work Authorization is the date executed by the Town below.

ENGENUITY GROUP, INC.

TOWN OF JUPITER ISLAND, FLORIDA

By: _____
Print Name: _____

By: _____
Penelope Townsend, Mayor

Date: _____, 2024

Date: _____, 2024

Attest: _____
Town Clerk

EXHIBIT "A"

SMRU Watermain Replacement Construction Phase Services Kingsway Street Only Engenuity Group Project No. 17120.17.05

ENGINEER'S SERVICES:

A1.01 Construction Phase Services

- A. SMRU will utilize a qualified local Contractor to construct the project. No bidding services are needed.
- B. *Preconstruction Conference.* Attend a Preconstruction Conference prior to commencement of Work at the Site.
- C. *Weekly site meetings.* Up to two weekly construction meetings are included for during construction
- D. *Visits to Site and Observation of Construction.* In connection with observations of CONTRACTOR'S work in progress while it is in progress:
 1. Make no more than 4 visits to the site at intervals appropriate to the various stages of construction, as ENGINEER deems necessary, in order to observe as an experienced and qualified design professional the progress and quality of the Work. Such visits and observations by ENGINEER, are not intended to be exhaustive or to extend to every aspect of CONTRACTOR'S work in progress or to involve detailed inspections of CONTRACTOR'S work in progress beyond the responsibilities specifically assigned to ENGINEER in the Contract Documents, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the Work based on ENGINEER'S exercise of professional judgment. Based on information obtained during such visits and such observations, ENGINEER will determine in general if CONTRACTOR'S work is proceeding in accordance with the Contract documents, and ENGINEER shall keep OWNER informed of the progress of the Work.
 2. ENGINEER will not, during such visits or as a result of such observations of CONTRACTOR'S work in progress, supervise, direct,

or have control over CONTRACTOR'S work nor shall ENGINEER have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected by CONTRACTOR, for safety precautions and programs incident to regulations applicable to CONTRACTOR'S furnishing and performing the Work. Accordingly, ENGINEER neither guarantees the performance of any CONTRACTOR nor assumes responsibility for any CONTRACTOR'S failure to furnish and perform its work in accordance with the Contract Documents.

- E. *Clarifications and Interpretations; Field Orders.* Issue necessary clarifications and interpretations of the Contract Documents as appropriate to the orderly completion of CONTRACTOR'S work. Such clarifications and interpretations will be consistent with the intent of and reasonably inferable from the Contract Documents. ENGINEER may issue Field Orders authorizing minor variations from the requirements of the Contract Documents.
- F. *Shop Drawings and Samples.* Review and approve or take other appropriate action in respect to Shop Drawings and Samples and other data which CONTRACTOR is required to submit, but only for conformance with the information given in the Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated in the Contract Documents. Such review and approvals or other action will not extend to means, methods, techniques, sequences or procedures of construction or to safety precautions and programs incident thereto. ENGINEER has an obligation to meet the CONTRACTOR'S submittal schedule that has earlier been acceptable to ENGINEER.
- G. *Applications for Payment.* Based on ENGINEER'S on-site observations as an experienced and qualified design professional, ENGINEER will review pay applications and advise OWNER to either recommend payment or return the pay application to the CONTRACTOR for correction.
- H. *Inspections and Tests.* Require such special inspections or tests of CONTRACTOR'S work as deemed reasonably necessary, and receive and review all certificates of inspections, tests, and approvals required by Laws and Regulations or the Contract Documents. ENGINEER'S review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Contract Documents. ENGINEER shall be entitled to rely on the results of such tests. Field testing of materials is not included in ENGINEER'S scope of services.

- I. *Record Drawings.* Review Record Drawings prepared and certified by the CONTRACTOR'S Florida licensed surveyor and the CONTRACTOR.
- J. EGI to prepare and submit a construction approval application for the project. Contractor to supply bore logs and passing Bacteriological tests prior to FDEP submittal.
- K. *Completion of Construction Certifications.* Prepare construction completion certifications and submit to the following agencies:
 - 1. Town of Jupiter Island
 - 2. Florida Dept. of Environmental Protection
- L. *Substantial Completion.* Promptly after notice from CONTRACTOR that CONTRACTOR considers the entire Work ready for its intended use, in company with OWNER and CONTRACTOR, conduct a review of the work to determine if it is Substantially Complete.
- M. *Final Notice of Acceptability of the Work.* Conduct a final review to determine if the completed Work of CONTRACTOR is acceptable.
- N. *Contract Time.* ENGINEER'S services during construction are dependent upon the timely performance of CONTRACTOR'S work. ENGINEER'S services are based on a construction Contract Time of 21 calendar days for final completion of the work. If the CONTRACTOR exceeds such period of time, ENGINEER'S compensation shall be subject to an equitable adjustment.

**Exhibit B
Fee Breakdown**

SMRU WATERMAIN REPLACEMENT

Kingsway Street Only- Construction Phase Services

Engenuity Group Project No. 17120.17.05

Description		Sr. Corp. Officer	Dept. Director	Project Manager	Sr. Admin. Assist.
Hourly Rate		\$192.00	\$178.00	\$144.00	\$71.00
Pre Construction Assistance					
1	Pre-Construction Meeting	2.00	2.00	4.00	2.00
2	Shop Drawings		2.00	2.00	2.00
3	Site Visit Prior to Construction			3.00	
	Labor Hours	2.00	4.00	9.00	4.00
	Labor Cost	\$ 384.00	\$ 712.00	\$ 1,296.00	\$ 284.00
	Total Fee (Pre Construction Assistance)				\$ 2,676.00
Construction and Certification Phase					
1	Site Visits (Up to 4)		3.00	12.00	2.00
2	Field Reports		2.00	6.00	6.00
3	Review Logs/Testing			2.00	
4	Prepare Certification		1.00	2.00	2.00
5	Project Closeout		2.00	4.00	2.00
	Labor Hours	0.00	8.00	26.00	12.00
	Labor Cost	\$ -	\$ 1,424.00	\$ 3,744.00	\$ 852.00
	Total Fee (Construction & Certification)				\$ 6,020.00
TOTAL LUMP SUM FEE					\$ 8,696.00

Professional Engineering Services

WORK AUTHORIZATION No. __

CONSULTANT: Engenuity Group, Inc.

1. **Project.** The Town of Jupiter Island, Florida (“Town”) is requesting Professional Civil Engineering & Surveying Services Expanded Pettway Area Watermain Improvements, Martin County, Florida, Engenuity Group, Inc. Project No. 17120.23 (the “Project”).
2. **Detailed Scope of Professional Services.**
A detailed scope of services for the Project under this Work Authorization, in accordance with the phases of service detailed in the Agreement, is attached as **Exhibit A**.
3. **Deliverable and Schedule.**
Consultant shall provide the services in accordance with the Agreement and project schedule.
4. **Compensation.**
The total Fee to be paid to Consultant under this Work Authorization shall not exceed \$113,734.00, based on the hourly rates currently in effect under the Agreement.
A detailed fee schedule is attached as **Exhibit A**.
5. **Agreement Reference.**
This Work Authorization shall be performed under the terms and conditions described within the Continuing Professional Engineering Services Agreement, dated January 15, 2021, between the Town of Jupiter Island, Florida, and Consultant (the “Agreement”). The terms of the Agreement control over any conflicting or inconsistent in this Work Authorization and **Exhibit A**.
6. **Small Business.**
Consultant acknowledges that its Proposal contains a statement of Small Business Participation at 0% of the aggregate total value of the work authorizations to be issued under the Agreement.
7. **Insurance.**
Consultant shall maintain insurance coverages in accordance with the Agreement and hereby confirms that Certificate(s) of Insurance evidencing *current* policies meeting the requirements of the Agreement are on file with the Town as of the date of this Work Authorization.
8. **Exhibits.**
All attached Exhibits are incorporated fully into this Work Authorization and the Agreement.
9. **Effective Date.**
The effective date of this Work Authorization is the date executed by the Town below.

ENGENUITY GROUP, INC.

TOWN OF JUPITER ISLAND, FLORIDA

By: _____
Print Name: _____

By: _____
Penelope Townsend, Mayor

Date: _____, 2024

Date: _____, 2024

Attest: _____
Town Clerk

EXHIBIT “A”

EXPANDED PETTWAY WATERMAIN IMPROVEMENTS MARTIN COUNTY, FL Engenuity Group Project No. 17120.23

ENGINEER’S SERVICES:

A1.01 Design Development

- A. Prepare initial drawings indicating the scope, extent and character of the water distribution system. Plans will be in plan view only per SMRU request.
- B. Prepare details and specifications
- C. Attend up to two (2) coordination meetings.

A1.02 Construction Documents

- A. Prepare final drawings indicating the scope, extent, and character of the water distribution system. Profiles shown only at intersections and at conflicts.
- B. Finalize specifications and documents for bidding.
- C. Prepare a Pollution Prevention Plan.
- D. Prepare Engineer's Opinion of Cost for the overall civil site improvements.

A1.03 Permitting Phase Services – Permitting will be for areas 1,2 and 3 together.

- A. Provide technical criteria, written descriptions, and design data for filing applications for permits from the following governmental authorities having jurisdiction to review or approve the design of the Project:
 - 1. FL. Dept of Environmental Protection (FDEP) – Water distribution permit.
 - 2. FL. Dept of Transportation – Utility connection permit to Federal Highway
 - 3. Martin County Engineering
 - 4. South Martin Regional Utility – Utility Sign-off

Normal and customary permitting activities are included in ENGINEER'S services. Responding to application review comments that require ENGINEER'S services that are not normal and customary are additional services that can be performed on an hourly basis upon authorization. The three geographic areas will be submitted together as one permit.

A1.04 Items to be furnished by OWNER/CONTRACTOR:

- A. Soil borings, pot holing and Subsurface Utility information

A1.05 This proposal does not include the following:

- A. The design of any major roadway improvements.
- B. Reproduction of drawings and specifications for CONTRACTOR'S use during construction.
- C. Survey including platting, construction layout and SUE services.
- D. Design of landscaping, irrigation, and lighting.
- E. Coordination of new or relocated electrical, gas, telephone, and TV services during construction.
- F. Environmental Analysis or design including wetlands, uplands, or contamination.
- G. South Florida Water Management (dewatering).
- H. Easements/Access rights.
- I. Contractor payment application reviews.

A1.06 Construction Phase Services

- A. *Preconstruction Conference.* Attend a Preconstruction Conference prior to commencement of Work at the Site.
- B. *Visits to Site and Observation of Construction.* In connection with observations of CONTRACTOR'S work in progress while it is in progress:
 - 1. Make no more than 15 visits to the site at intervals appropriate to the various stages of construction, as ENGINEER deems necessary, in

order to observe as an experienced and qualified design professional the progress and quality of the Work. Such visits and observations by ENGINEER, are not intended to be exhaustive or to extend to every aspect of CONTRACTOR'S work in progress or to involve detailed inspections of CONTRACTOR'S work in progress beyond the responsibilities specifically assigned to ENGINEER in the Contract Documents, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the Work based on ENGINEER'S exercise of professional judgment. Based on information obtained during such visits and such observations, ENGINEER will determine in general if CONTRACTOR'S work is proceeding in accordance with the Contract documents, and ENGINEER shall keep OWNER informed of the progress of the Work.

2. ENGINEER will not, during such visits or as a result of such observations of CONTRACTOR'S work in progress, supervise, direct, or have control over CONTRACTOR'S work nor shall ENGINEER have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected by CONTRACTOR, for safety precautions and programs incident to regulations applicable to CONTRACTOR'S furnishing and performing the Work. Accordingly, ENGINEER neither guarantees the performance of any CONTRACTOR nor assumes responsibility for any CONTRACTOR'S failure to furnish and perform its work in accordance with the Contract Documents.
- C. *Clarifications and Interpretations; Field Orders.* Issue necessary clarifications and interpretations of the Contract Documents as appropriate to the orderly completion of CONTRACTOR'S work. Such clarifications and interpretations will be consistent with the intent of and reasonably inferable from the Contract Documents. ENGINEER may issue Field Orders authorizing minor variations from the requirements of the Contract Documents.
- D. *Shop Drawings and Samples.* Review and approve or take other appropriate action in respect to Shop Drawings and Samples and other data which CONTRACTOR is required to submit, but only for conformance with the information given in the Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated in the Contract Documents. Such review and approvals or other action will not extend to means, methods, techniques, sequences or procedures of construction or to safety precautions and programs incident thereto. ENGINEER has an obligation to meet the CONTRACTOR'S submittal schedule that has earlier been acceptable to ENGINEER.

- E. *Inspections and Tests.* Require such special inspections or tests of CONTRACTOR'S work as deemed reasonably necessary, and receive and review all certificates of inspections, tests, and approvals required by Laws and Regulations or the Contract Documents. ENGINEER'S review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Contract Documents. ENGINEER shall be entitled to rely on the results of such tests. Field testing of materials is not included in ENGINEER'S scope of services.
- F. *Record Drawings.* Review Record Drawings prepared and certified by the CONTRACTOR'S Florida licensed surveyor and the CONTRACTOR.
- G. *Completion of Construction Certifications.* Prepare construction completion certifications and submit to the following agencies:
1. FL. Dept of Environmental Protection (FDEP) – Water distribution permit.
 2. FL. Dept of Transportation – Utility connection permit to Federal Highway
 3. Martin County Engineering
 4. South Martin Regional Utility – Utility Sign-off
- H. *Substantial Completion.* Promptly after notice from CONTRACTOR that CONTRACTOR considers the entire Work ready for its intended use, in company with OWNER and CONTRACTOR, conduct a review of the work to determine if it is Substantially Complete.
- I. *Final Notice of Acceptability of the Work.* Conduct a final review to determine if the completed Work of CONTRACTOR is acceptable.
- J. *Contract Time.* ENGINEER'S services during construction are dependent upon the timely performance of CONTRACTOR'S work. ENGINEER'S services are based on a construction Contract Time of **120 calendar days** for final completion of the work. If the CONTRACTOR exceeds such period of time, ENGINEER'S compensation shall be subject to an equitable adjustment.

Fee Breakdown
Expanded Pettway Watermain
Engenuity Group Project 17120.23

		Sr. Project Land Surveyor	AutoCAD Technician	2 Person Survey Crew	Administrative Assistant	
	Hourly Rate	\$122.00	\$99.00	\$131.00	\$66.00	Total
1		6.00		135.00	2.00	\$18,549.00
2		12.00	85.00		2.00	\$10,011.00
3						\$0.00
TOTAL						\$ 28,560.00

Exhibit B
Fee Breakdown
Expanded Pettway Area Watermain Improvements

Engenuity Group Project No. 17120.23

Description		Sr. Corp. Officer	Dept. Director	Project Manager	Sr. ACAD/FR	Sr. Admin. Assist.	
Hourly Rate		\$192.00	\$178.00	\$144.00	\$112.00	\$70.00	
Site Plan Approval Assistance							
1	Coordination Meetings						\$ -
2	Review Site Plan						\$ -
3	Utility Investigation						\$ -
4	Drainage Calculations						\$ -
5							\$ -
6							\$ -
7							\$ -
8							\$ -
	Labor Hours	0.00	0.00	0.00	0.00	0.00	
	Labor Cost	\$ -	\$ -	\$ -	\$ -	\$ -	
	Other Direct Costs					\$ -	
	Consultant Costs					\$ -	
	Total Fee (Site Plan Approval Assistance)					\$ -	
Design and Permitting Phase							
1	Coordination Meetings	4.00	4.00	6.00		2.00	\$ 2,484.00
2	P, G & D Design		2.00	4.00	8.00		\$ 1,828.00
3	W Design		4.00	24.00	2.00		\$ 4,392.00
4	P, G & D Drawings		2.00	4.00	8.00		\$ 1,828.00
5	W Drawings	2.00	8.00	48.00	128.00		\$23,056.00
6	Sewer Profiles						\$ -
7	Specifications		4.00	8.00		3.00	\$ 2,074.00
8	Calculations						\$ -
9	Utility Coordination	2.00	4.00	16.00	24.00	3.00	\$ 6,298.00
10	Horizontal Control Plan						\$ -
11	Pollution Prevention Plan				14.00		\$ 1,568.00
12	Permitting	4.00	12.00	24.00	36.00	5.00	\$10,742.00
13	Cost Estimate						\$ -
14	Quality Control Review	2.00	24.00	36.00	48.00	8.00	\$15,776.00
	Labor Hours	14.00	64.00	170.00	268.00	21.00	
	Labor Cost	\$ 2,688.00	\$ 11,392.00	\$ 24,480.00	\$ 30,016.00	\$ 1,470.00	
	Other Direct Costs					\$ -	
	Consultant Costs					\$ -	
	Total Fee (Design and Permitting)					\$ 70,046.00	
Bidding Phase							
1	Bidding Assistance						\$ -
2	Pre-Bid Meeting and Minutes						\$ -
3	Bid Opening and Tabulation						\$ -
4	Issue Addenda						\$ -
5	Bid Evaluation						\$ -
6	Notice of Award						\$ -
7	Contracts						\$ -
	Labor Hours	0.00	0.00	0.00	0.00	0.00	
	Labor Cost	\$ -	\$ -	\$ -	\$ -	\$ -	
	Other Direct Costs					\$ -	
	Consultant Costs					\$ -	
	Total Fee (Bidding)					\$ -	

Exhibit B
Fee Breakdown
Expanded Pettway Area Watermain Improvements

Engenuity Group Project No. 17120.23

Description		Sr. Corp. Officer	Dept. Director	Project Manager	Sr. ACAD/FR	Sr. Admin. Assist.	
Hourly Rate		\$192.00	\$178.00	\$144.00	\$112.00	\$70.00	
Construction Phase							
1	Preconstruction Conference	2.00	2.00	4.00		2.00	\$ 1,456.00
2	Field Observations		3.00	4.00	45.00	18.00	\$ 7,410.00
3	Engineer's Site Visits (Up to 15)		6.00				\$ 1,068.00
4	Clarifications and Interpretations		2.00	2.00		4.00	\$ 924.00
5	Change Order review						\$ -
6	Shop Drawing review		1.00	2.00		2.00	\$ 606.00
7	Testing report review		1.00	2.00			\$ 466.00
8	Pay Application review						\$ -
9	Closeout Documents		2.00	2.00		2.00	\$ 784.00
10	Record Drawing review	2.00	2.00	3.00			\$ 1,172.00
11	Certifications		1.00				\$ 178.00
12	Substantial Completion Walkthrough				4.00	2.00	\$ 588.00
13	Final Walkthrough				3.00	2.00	\$ 476.00
	Labor Hours	4.00	20.00	19.00	52.00	32.00	
	Labor Cost	\$ 768.00	\$ 3,560.00	\$ 2,736.00	\$ 5,824.00	\$ 2,240.00	
	Other Direct Costs						\$ -
	Consultant Costs						\$ -
	Total Fee (Construction)						\$ 15,128.00
	TOTAL LUMP SUM FEE						\$ 85,174.00