

**AGENDA**  
**TOWN OF JUPITER ISLAND**  
**TOWN COMMISSION MEETING**  
**WEDNESDAY, JANUARY 8, 2025, 9:00 AM**  
**ISLAND ROOM – TOWN HALL – 2 BRIDGE ROAD**  
**SOUTH MARTIN REGIONAL UTILITY (SMRU) MEETING**

**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 November 5, 2024

Category B- Other Informational Materials (No Action Required)

- a. Fixed Assets Disposal

**PRIORITY MATTERS**

2. Anser Advisory - SMRU General Assessment Report Summary Presentation\*

**ADMINISTRATIVE AGENDA**

3. ADMINISTRATIVE ITEMS

- a. Customer Service Monthly Reports – October & November 2024  
b. Revenue and Production Charts – October & November 2024  
c. FY 24/25 SMRU Budget Status and Balance Sheet, Period Ending – November 2024

**ACTION ITEMS**

4. Xylem Pumps – Single Source Spending Approval
5. Engineering Continuing Consulting Contract Renewals
- a. Kimley Horne and Associates, Inc.  
b. Holtz Consulting Engineers, Inc.  
c. Captec Engineering, Inc.  
d. Engenuity Group, Inc.
6. Line-Tec - Construction Services Contract Renewal
7. TJI/Martin County Interlocal Agreement - Joint Planning Area Approval
8. 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 meeting. Please contact the Town Hall, 2 Bridge Road, Hobe Sound, FL 33455, telephone (772) 545-0103.

**MINUTES  
SOUTH MARTIN REGIONAL UTILITY MEETING  
TUESDAY, NOVEMBER 5, 2024  
JUPITER ISLAND TOWN HALL**

**Called to order: 10:05 am**

**Present:**

Town Commission

Penny Townsend, Mayor  
Marshall Field, VI, Vice Mayor  
Anne Scott, Commissioner  
Patsy Warner, Commissioner  
Joe Taddeo, Commissioner

**Also Present:**

Robert Garlo, Town Manager  
Matthew Pazanski, Finance Director  
Stuart Trent, Public Services & Utilities Director  
Phillip Gildan, SMRU Counsel  
Jason Lee, Professional Engineer, Kimley-Horn  
Meeting Secretary Sabrina Fahrer

**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 September 10, 2024
- b. Aapex Electric- Electrical Connection of Retrofitted Grinder Pump Systems Contract Renewal
- c. Lawrence Lee Construction- Construction Services Contract Renewal

Category B – Other Information Materials (No Action Required)

- d. Fixed Assets Disposal

**Motion to Approve Consent Agenda: Commissioner Taddeo**

**Second: Commissioner Scott**

**Carried: 4-0 (Commissioner Warner was not present at the of this vote)**

**2. ADMINISTRATIVE AGENDA**

- a. Customer Service Monthly Reports – August & September 2024
- b. Revenue and Production Charts – September 2024
- c. FY 23/24 SMRU Budget Status and Balance Sheet, Period Ending – September 2024

**Discussion:** Director Trent reviewed the monthly customer service reports along with the Revenue and Production Charts and Budget Balance Sheet. Vice Mayor Field

requested any anomalies be highlighted so it may be addressed at the meeting. Commissioner Taddeo also requested that any significant changes be noted as to if there is a concern or not with the noted change. No action was taken

**\*\* Item # 9 heard at this time\*\***

**COMMISSION ACTION ITEMS**

**3. Felix Civil Construction, LLC – Emergency Repair Work Contract Renewal**

**Discussion:** SMRU staff requests that the SMRU Board authorize the Mayor to execute the renewal agreement with Felix Civil Construction, LLC. Work authorizations will be individually issued and funded in accordance with the approved budget and from the applicable GL line associated with the assigned work.

**Motion to Approve Felix Civil Construction Contract: Commissioner Taddeo**

**Second: Vice Mayor Field**

**Carried: 5-0**

**4. DNA Engineering, LLC – Utility Process Control Annual Maintenance Contract Renewal**

**Discussion:** SMRU staff requests that the SMRU Board approve this piggyback agreement renewal with DNA Engineering, LLC and allow the Mayor to sign the agreement. Funds will be expended from GL line 401-412-546.105.

**Motion to Approve DNA Engineering Contract: Vice Mayor Field**

**Second: Commissioner Warner**

**Carried: 5-0**

**5. PSI Technologies, Inc. – Residential Grinder Pump Systems Contract Renewal**

**Discussion:** SMRU staff requests that the SMRU Board authorize the Mayor to execute the renewal agreement with PSI Technologies, Inc. Expenditures will be made from GL line 401-000-141.001.

**Motion to Approve PSI Technologies Inc, Residential Grinder Pump Contract:**

**Commissioner Warner**

**Second: Commissioner Taddeo**

**Carried: 5-0**

**6. Universal Controls Instrument Services, Inc. – Routine Calibration Services- New Contract**

**Discussion:** SMRU staff requests that the SMRU Board authorize the Mayor to execute the new agreement with Universal Controls Instrument Services, Inc. for instrument calibration services. Expenditures will be made from GL line 401-412-546.105.

**Motion to Approve Universal Controls Instrument Services, Inc. Contract: Commissioner**

**Scott**

**Second: Commissioner Taddeo**  
**Carried: 5-0**

**7. Hudson Pumps – Single Source Spending Approval**

**Discussion:** Staff requests the SMRU Board to authorize spending approval in the amount of \$50,000.00 for purchase of wastewater treatment sludge pumps. Equipment will be procured through Hudson Pump, the Single Source Supplier for Seepex pumps. POs will be individually issued and funded from GL line #403-413-564.121, Wastewater Treatment Plant Improvements – General.

**Motion to Approve Hudson Pumps Single Source Spending Approval: Commissioner Taddeo**

**Second: Commissioner Warner**  
**Carried: 5-0**

**8. Emergency Equipment Purchase - Spending Approval**

**Discussion:** Staff requests the SMRU Board to authorize spending approval from the “contribution in aid of purchase” funds for this equipment, in the amount of \$351,021.87 to purchase the described emergency equipment. Equipment will be procured through Sourcewell for Kohler generators and via the Florida Sheriff Contract for BBA pumps. POs will be individually issued and funded from GL line #403-413-564.100, Wastewater Collection Machinery and Equipment.

**Motion to Approve Emergency Equipment Purchase Spending Approval: Vice Mayors Field**

**Second: Commissioner Taddeo**  
**Carried: 5-0**

**9. Kimley-Horn PFAS - Work Authorization (\**Heard as third item*)**

**Discussion:** SMRU staff requests that the SMRU Board authorize the Mayor to execute the work authorization with Kimley Horn and Associates, Inc. in the amount of \$77,700.00. Funds will be expended from GL Account #403-412-564.124 (Projects).

**Motion to Approve Emergency Equipment Purchase Spending Approval: Commissioner Scott**

**Second: Commissioner Taddeo**  
**Carried: 5-0**

**10. Other Items\***

**Discussion:** Mayor Townsend inquired about SMRU staff changes/available positions. Director Trent advised a new executive secretary who is expected to start after Thanksgiving. The assistant director position is still open at this time as SMRU is awaiting a response from the level of service audit recently completed to determine how to move forward regarding staff structure. Town

Manager Garlo advised that the findings will be reported at the January 2025 SMRU Board meeting.

**Discussion:** Mayor Townsend inquired about western development. Director Trent advised development beyond the turnpike is still active but nothing new at this time. As far as projects within our current service areas are low density, smaller projects that are on the horizon.

**PUBLIC COMMENTS**

There were no public comments.

Mayor Townsend adjourned the meeting at 11:03 am.

*\* No advance Materials provided*

Attested by:

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Sabrina Fahrer, SMRU Commission Meeting Secretary

*\* No advance Materials provided*

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 special accommodation at this meeting because of a disability or physical impairment should contact the Town prior to the meeting. Please contact the Town Hall, 2 Bridge Road, Hobe Sound, FL 33455, telephone (772) 545-0100.



## Customer Service Activity Log - October 2024

		Current Month	Monthly Average	Yearly Total
<b>UTILITY GENERATED SERVICE ORDERS</b>		<b>320</b>	<b>402</b>	<b>4829</b>
Door Hangers, boil water or other notices	4			
Complaint - customer complaints about an SMRU employee	0			
Get Read - get current meter reading	38			
Miscellaneous - Lead & copper water sample pickups and other	0			
Inquiry - check locked meters or investigate meter conditions	25			
Hydrant Maintenance	0			
Replace Meters - replace old, damaged or hard to read meters	5			
SMRU Rereads - reread meter reading for billing	151			
Maintenance - replacement of meter boxes and lids, pruning vegetation	7			
Meters locked for nonpayment	45			
Meters unlocked after payment has been made	45			
<b>CUSTOMER REQUESTED WATER METER SERVICE ORDERS</b>		<b>75</b>	<b>91</b>	<b>1097</b>
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	31			
Install Meter/Inspect Meter/Inspect Sewer/Verify Backflow	18			
Request On/Request Off - customer requested meter locked/unlocked	3			
Turn Meter On/Off - for customers to make repairs to their water lines	12			
Pull Meter - nonpayment, tampering, take out of service	3			
Meeting with customer	0			
Customer Requested Read - read meter for customer	7			
<b>PHONE CALLS FOR WATER QUALITY REQUIRING A SERVICE ORDER</b>		<b>6</b>	<b>11</b>	<b>116</b>
Water Quality - customer requested testing by water plant operator	1			
Water Pressure - drop in water pressure	3			
Water Breaks - water main breaks/repairs	0			
Flushing Fire Hydrants - for water quality purposes	2			
<b>PHONE CALLS FOR SEWER REQUIRING A SERVICE ORDER</b>		<b>15</b>	<b>12</b>	<b>144</b>
Odor Complaints	0			
Lift Station - alarm calls/Lift Station Maintenance	7			
Sewer Backups - sewer water backing up into customers home	8			
<b>TOTAL SERVICE ORDERS</b>		<b>416</b>	<b>516</b>	<b>6,186</b>
J; Customer Service; Monthly Board Packet				

## Customer Service Activity Log - November 2024

		Current Month	Monthly Average	Yearly Total
<b>UTILITY GENERATED SERVICE ORDERS</b>		<b>374</b>	<b>394</b>	<b>4722</b>
Door Hangers, boil water or other notices	3			
Complaint - customer complaints about an SMRU employee	0			
Get Read - get current meter reading	75			
Miscellaneous - Lead & copper water sample pickups and other	0			
Inquiry - check locked meters or investigate meter conditions	21			
Hydrant Maintenance	0			
Replace Meters - replace old, damaged or hard to read meters	10			
SMRU Rereads - reread meter reading for billing	226			
Maintenance - replacement of meter boxes and lids, pruning vegetation	6			
Meters locked for nonpayment	13			
Meters unlocked after payment has been made	20			
<b>CUSTOMER REQUESTED WATER METER SERVICE ORDERS</b>		<b>73</b>	<b>92</b>	<b>1106</b>
Bench Test Meter - testing meter for accuracy at customer's request	0			
Cost and Availability - cost/availability to provide water and/or sewer service	3			
Final Read - final reading for customer	30			
Install Meter/Inspect Meter/Inspect Sewer/Verify Backflow	15			
Request On/Request Off - customer requested meter locked/unlocked	0			
Turn Meter On/Off - for customers to make repairs to their water lines	9			
Pull Meter - nonpayment, tampering, take out of service	2			
Meeting with customer	0			
Customer Requested Read - read meter for customer	14			
<b>PHONE CALLS FOR WATER QUALITY REQUIRING A SERVICE ORDER</b>		<b>3</b>	<b>9</b>	<b>108</b>
Water Quality - customer requested testing by water plant operator	1			
Water Pressure - drop in water pressure	1			
Water Breaks - water main breaks/repairs	0			
Flushing Fire Hydrants - for water quality purposes	1			
<b>PHONE CALLS FOR SEWER REQUIRING A SERVICE ORDER</b>		<b>2</b>	<b>11</b>	<b>127</b>
Odor Complaints	0			
Lift Station - alarm calls/Lift Station Maintenance	1			
Sewer Backups - sewer water backing up into customers home	1			
<b>TOTAL SERVICE ORDERS</b>		<b>452</b>	<b>505</b>	<b>6,063</b>
J; Customer Service; Monthly Board Packet				

**SOUTH MARTIN REGIONAL UTILITY  
BUDGET FY 2025**

Account Description	FY 2025 Adopted Budget	2023-2024 Prior Year to Date 12/31/2023	2024-2025 Year to Date 12/31/2024	YTD 25% Target
<b>Revenue</b>				
Water Revenues	8,289,525	1,916,925	1,587,176	19%
Waste Water Revenue	3,836,108	787,197	767,748	20%
Other Services	647,399	142,424	163,327	25%
Grants and Donations	0	0	477,430	0%
Miscellaneous Revenues	275,000	340,241	252,054	92%
<b>Total Operating Revenues</b>	<b>13,048,032</b>	<b>3,186,787</b>	<b>3,247,734</b>	<b>25%</b>
Connection Fees	110,000	42,006	31,500	29%
Contribution in Aid of Construction	620,000	0	0	0%
Transfer From Prior Yr Budget	2,923,628	0	500,000	17%
Transfer from Reserves	955,176	0	0	0%
Connection Fee Reserves	1,000,000	0	0	0%
Transfer from Debt Service	0	0	357,810	0%
<b>Total Revenues</b>	<b>18,656,836</b>	<b>3,228,793</b>	<b>4,137,044</b>	<b>22%</b>
<b>Expenses</b>				
Payroll	3,256,846	716,307	783,932	24%
Pension	438,261	0	0	0%
Benefits	1,018,922	249,378	286,597	28%
<b>Total Personnel</b>	<b>4,714,029</b>	<b>965,685</b>	<b>1,070,529</b>	<b>23%</b>
<b>Total Operating</b>	<b>5,276,879</b>	<b>858,988</b>	<b>901,232</b>	<b>17%</b>
<b>Total Personnel and Operating</b>	<b>9,990,908</b>	<b>1,824,673</b>	<b>1,971,761</b>	<b>20%</b>
Capital Fund (402)	620,000	5,650	14,785	2%
Capital Fund (406 & 407)	1,110,000	0	0	0%
Renewal & Replacement Fund - (403)	5,055,928	202,527	294,168	6%
Debt Service Fund (404)	1,880,000	706,880	470,000	25%
Transfer from Reserves			0	
<b>Total Non - Operating</b>	<b>8,665,928</b>	<b>915,057</b>	<b>778,953</b>	<b>9%</b>
<b>Total Expenses</b>	<b>18,656,836</b>	<b>2,739,730</b>	<b>2,750,714</b>	<b>15%</b>
<b>Total +/-</b>	<b>0</b>	<b>489,063</b>	<b>1,386,330</b>	

12/27/2024

BALANCE SHEET FOR TOWN OF JUPITER ISLAND

Period Ending 12/31/2024

GL Number	Description	Balance
<b>Fund 401 - UTILITY OPERATIONS/MAINT FUND</b>		
<b>*** Assets ***</b>		
401-000-101.000	CASH IN BANK-SEACOAST NATIONA	2,461,352.39
401-000-101.152	INVESTMENT POOL	14,356,534.72
401-000-101.155	INVESTMENT-SBA	7,762,238.73
401-000-101.158	INVESTMENT	6,734,412.34
401-000-102.001	PETTY CASH	300.00
401-000-102.002	CHANGE FUND	650.00
401-000-115.000	ACCOUNTS RECEIVABLE	155.00
401-000-115.401	ACCOUNTS REC-UTILITY BILLING	580,604.62
401-000-117.000	ALLOWANCE FOR UNCOLLECTIBLE A	(75,778.30)
401-000-121.000	ASSESSMENTS	297,055.60
401-000-125.121	ASSESSMENT INTEREST RECEIVABL	4,030.25
401-000-131.001	DUE FROM GENERAL FUND	7,290.10
401-000-141.001	INVENTORY	387,883.99
401-000-154.003	DEFERRED LOSS-2006 REFUNDING	124,839.00
401-000-154.004	DEFERRED LOSS-2010 REFUNDING	100,616.24
401-000-154.010	DEFERRED OUTFLOWS	83,492.00
401-000-155.000	PREPAID ITEMS	700.00
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
	<b>Total Assets</b>	<b><u>97,848,422.19</u></b>
<b>*** Liabilities ***</b>		
401-000-202.000	ACCOUNTS PAYABLE	(1,168.39)
401-000-207.001	DUE TO GENERAL FUND	735,233.20
401-000-210.000	COMPENSATED ABSENCES	191,452.25
401-000-216.000	ACCRUED WAGES PAYABLE	11,298.73
401-000-217.002	MEDICARE TAXES	163.83
401-000-217.003	FICA TAXES	700.52
401-000-223.001	DEFERRED INFLOWS	164,185.00
401-000-224.903	UTILITY BOND PREMIUM	702,754.30
401-000-229.001	OVERPAYMENTS	0.15
401-000-232.902	UTILITY BOND PAYABLE 2020	26,030,000.00
401-000-237.001	OPEB LIABILITY	154,526.00
401-000-239.904	NOTE PAYABLE - BOA	9,378,298.61
401-000-239.905	NOTE PAYABLE - BOA	1,146,869.65
	<b>Total Liabilities</b>	<b><u>38,514,313.85</u></b>
<b>*** Fund Balance ***</b>		
401-000-276.000	<b>NET ASSETS</b>	<b><u>59,334,108.34</u></b>

## Schedule of Bond Coverage 2025

	FY 2025 Adopted Budget	Prior YTD 12/31/2023	YTD 12/31/2024
<b>Operating Revenue</b>			
Water Revenues	8,289,525	1,916,925	1,587,176
Waste Water Revenue	3,836,108	787,197	767,748
Other Services	647,399	142,424	163,327
Miscellaneous Revenues	275,000	340,241	729,484
<b>Total Operating Revenues</b>	<b>13,048,032</b>	<b>3,186,787</b>	<b>3,247,734</b>
<b>Operating Expenses</b>			
Payroll	3,256,846	716,307	783,932
Pension	438,261	0	0
Benefits	1,018,922	249,378	286,597
<b>Total Personnel</b>	<b>4,714,029</b>	<b>965,685</b>	<b>1,070,529</b>
<b>Total Operating</b>	<b>5,276,879</b>	<b>858,988</b>	<b>901,232</b>
<b>Total Personnel and Operating Expenses</b>	<b>9,990,908</b>	<b>1,824,673</b>	<b>1,971,761</b>
<b>Net revenue available for debt service before connection fees</b>	<b>3,057,124</b>	<b>1,362,114</b>	<b>1,275,973</b>
<b>Connection Fees</b>	<b>110,000</b>	<b>42,006</b>	<b>31,500</b>
<b>Net revenue available for debt service including connection fees</b>	<b>3,167,124</b>	<b>1,404,120</b>	<b>1,307,473</b>
<b>Scheduled Debt Service</b>	<b>1,880,000</b>	<b>706,880</b>	<b>470,000</b>
<b>Debt service coverage before connection fees</b>	<b>1.6</b>	<b>1.9</b>	<b>2.7</b>
Minimum required coverage 1.00			
<b>Debt service coverage including connection fees</b>	<b>1.7</b>	<b>2.0</b>	<b>2.8</b>



## 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:** January 8, 2025

**SUBJECT: Xylem Water Solutions Single Source Spending Approval**

### **BACKGROUND**

SMRU utilizes Xylem Water Solutions as the sole supplier of Flygt brand equipment used in many different applications to move water and wastewater throughout the service area and within the treatment facilities. Flygt is considered an upper-echelon manufacturer, and their equipment is routinely selected for high priority processes where reliability and durability are essential to their application. Xylem is the only authorized vendor for both new equipment, parts, and repair service. Due to this condition Xylem is a single source vendor for any matter related to this line of equipment.

Xylem has been a long-time vendor to the Utility and staff anticipates replacement and repair of aging pumps, mixers, and other Flygt brand rotating equipment due to normal wear. Staff requests spending authorization in the amount of \$90,000.00 to meet its needs through the remainder of FY 24/25.

### **REQUESTED ACTION**

SMRU staff requests that the SMRU Board provide single source approval and spending authorization for Xylem Water Solutions in the amount of \$90,000.00 for purchase of replacement and repair of equipment through the end of FY 24/25. Funds will be expended from repair and maintenance budget lines for the Wastewater Facility and Infrastructure in agreement with the intended use of the equipment.

**Xylem Water Solutions USA, Inc.**  
**Flygt Products**

15132 Park of Commerce Blvd. Suite 102 Jupiter, FL. 33478  
Tel 562.848.1200 Fax 561.848.1299

December 19, 2024

South Martin Regional Utility  
WWTP Manager  
P.O.Box 395  
Hobe Sound Fl. 33475

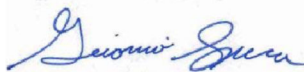
Subject: Flygt Products – Sales & Service

Please be advised that Xylem Water Solutions USA Inc. owns the Flygt and Multitrode companies and is the only authorized vendor for Flygt/Multitrode Products and OEM Parts. Xylem is also the only authorized service repair and warranty organization in the State of Florida; (East of the Apalachicola River). Our staff is properly trained to provide you with original equipment, spare parts, repairs and warranty service.

Thank you for your interest in Xylem Water Solutions USA Inc. Please feel free to contact me if you have any questions regarding distribution or any other matter.

Xylem Water Solutions USA, Inc.

Sincerely,



Giacomino Spera  
Sales Representative  
15132 Park of Commerce Blvd. Suite 102  
Jupiter, FL. 33478  
O: 561-848-1200 M: 786-810-9798  
fax 561-848-1299

[giacomino.spera@xylem.com](mailto:giacomino.spera@xylem.com)

**xylem**  
Let's Solve Water

Flygt Products



## 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:** January 8, 2025

**SUBJECT:** **Continuing Professional Engineering Service Agreement Renewals – CAPTEC Engineering, Inc., Kimley Horn and Associates, Inc., Holtz Consulting Engineers, Inc. and Engenuity Group, Inc.**

### **BACKGROUND**

The South Martin Regional Utility (SMRU) Utilizes professional engineering services for various design and consulting purposes related to water and wastewater utilities. Compensation is based upon unit pricing identified in each contract and is tied to the types of services performed.

Four companies have provided engineering services to the utility after being selected in January 2021 when the Utility solicited Consultants through an advertised request for qualifications (RFQ). The initial four-year contract term will expire in January 2025. The consulting firms recommended for renewal have consistently performed well, and staff recommends exercising the two-year renewal option for the following consultants:

- Captec Engineering, Inc.
- Kimley Horn and Associates, Inc.
- Holtz Consulting Engineers, Inc.
- Engenuity Group, Inc.

The renewal agreements have been prepared by SMRU counsel for execution.

### **REQUESTED ACTION**

SMRU staff requests that the SMRU Board authorize the Mayor to execute two-year contract extensions with CAPTEC Engineering, Inc., Kimley Horn and Associates, Inc., Holtz Consulting Engineers, Inc. and Engenuity Group, Inc. for professional engineering services. Expenditures will be made from GL line 401-412-546.105.

RENEWAL AGREEMENT  
FOR  
CAPTEC ENGINEERING, INC.  
CONTINUING PROFESSIONAL ENGINEERING SERVICES AGREEMENT

**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 Captec Engineering, Inc., a Florida corporation with a principal address of 301 NW Flagler Avenue, Stuart FL 34994 (the “Consultant”).

WHEREAS, Owner and Consultant entered into a Continuing Professional Engineering Services Agreement (“Consultant Services”), dated January 15, 2021 (“Agreement”); and

WHEREAS, Owner and Consultant desire to enter into the two (2) year renewal term, pursuant to Section 4 of the Agreement, extending the term of the Agreement to January 14, 2027.

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 January 14, 2025, through January 14, 2027.
3. Section 3.2 Fee Schedule, of the Agreement, is amended with the new Fee Schedule set forth in Exhibit 1, which is attached to and made a part of this Agreement.
4. The Agreement is amended to incorporate the following provisions:

a) Scrutinized Companies List. Pursuant to Section 787.135, Florida Statutes, Consultant 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, Consultant represents that neither Consultant 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 Consultant under the Agreement.

b) Federal Labor/Employment Laws. In accordance with Section 255.20, Florida Statutes, Consultant 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 Consultant nor any of its respective officers, directors, shareholders, partners, members or affiliates (including without limitation indirect holders of equity interests in Consultant) 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, Consultant represents to Owner that Consultant has registered with and uses the E-Verify System to verify the work authorization status of all newly hired employees. Consultant must provide documentation of its compliance with this requirement to Owner upon Owner’s request. If Consultant enters into a contract with a subConsultant, the subConsultant must provide Consultant with an affidavit that the subConsultant does not employ an unauthorized alien. Consultant must maintain a copy of such affidavit(s) for the duration of the contract. Consultant must provide documentation of its subConsultants’ compliance with this requirement to Owner upon Owner’s request. Consultant 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 CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONSULTANT’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](mailto: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 Town (the “Effective Date”).

Authentication

**The Town of Jupiter Island, Florida**

\_\_\_\_\_  
Town Clerk

By: \_\_\_\_\_

Penelope Townsend  
Its Mayor

(TOWN SEAL)

Date: \_\_\_\_\_

**CAPTEC Engineering, Inc.**

By:  \_\_\_\_\_

Joseph W. Capra, P.E., President  
Its Authorized Representative

**SCHEDULE A**

**HOURLY RATES**



**CAPTEC HOURLY RATES For SMRU**

Principal / Expert Witness .....	\$ 205.00/hour
PE / Construction Director .....	\$ 165.00/hour
PE / Quality Control Manager .....	\$ 165.00/hour
PE / Sr. Project Manager .....	\$ 145.00/hour
Sr. Project Design Manager .....	\$ 135.00/hour
Project Design Manager/ El .....	\$ 125.00/hour
Construction Project Manager .....	\$ 115.00/hour
Project Design Engineer / El .....	\$ 105.00/hour
Field Representative/ Sr. Inspector .....	\$ 95.00/hour *
Civil Design Technician .....	\$ 90.00/hour
Office Manager .....	\$ 70.00/hour
Production Coordinator .....	\$ 60.00/hour

\*Includes travel / mileage costs

**TYPICAL REIMBURSABLE EXPENSES CHART**

Reimbursable Expense	Actual/Estimated Cost	Cost
Mileage	Actual	\$ .325/mile
Tolls	Actual	varies
Overnight Deliveries	Estimated*	Ground: \$5 Letter: \$20 Pak: \$25 Tube: \$30 Box: \$35
Printing (in-house): B/W Xeroxing Color: Letter Legal Ledger	Actual	\$ .05 per page \$ .25 per page \$ .50 per page \$1 per page
Blueprints Color Half-size B/W Blueprints Half-size Color Blueprints Mylars		\$2.00 per sheet \$4.00 per sheet \$.50 per sheet \$1.50 per sheet \$5.00 per sheet
Long Distance Calls/ Teleconferencing Calls	Actual	
CAD Conversion of Files	Actual time spent	\$130/hour
Printing (outside source)	Actual	
CD	Actual	\$1/ea.

\*Actual cost depends upon package weight: provider – UPS.

RENEWAL AGREEMENT  
FOR  
KIMLEY-HORN AND ASSOCIATES, INC.  
CONTINUING PROFESSIONAL ENGINEERING SERVICES AGREEMENT

**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 Kimley-Horn and Associates, Inc., a Florida corporation with a principal address of 1920 Wekiva Way, Suite 200, West Palm Beach, FL 33411 (the “Consultant”).

WHEREAS, Owner and Consultant entered into a Continuing Professional Engineering Services Agreement (“Consultant Services”), dated January 15, 2021 (“Agreement”); and

WHEREAS, Owner and Consultant desire to enter into the two (2) year renewal term, pursuant to Section 4 of the Agreement, extending the term of the Agreement to January 14, 2027, and amending the Fee Schedule.

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 January 14, 2025, through January 14, 2027.
3. Section 3.2 Fee Schedule, of the Agreement, is amended with the new Fee Schedule set forth in Exhibit 1, which is attached to and made a part of this Agreement.
4. The Agreement is amended to incorporate the following provisions:

a) Scrutinized Companies List. Pursuant to Section 787.135, Florida Statutes, Consultant 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, Consultant represents that neither Consultant 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 Consultant under the Agreement.

b) Federal Labor/Employment Laws. In accordance with Section 255.20, Florida Statutes, Consultant 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 Consultant nor any of its respective officers, directors, shareholders, partners, members or affiliates (including without limitation indirect holders of equity interests in Consultant) 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, Consultant represents to Owner that Consultant has registered with and uses the E-Verify System to verify the work authorization status of all newly hired employees. Consultant must provide documentation of its compliance with this requirement to Owner upon Owner’s request. If Consultant enters into a contract with a subConsultant, the subConsultant must provide Consultant with an affidavit that the subConsultant does not employ an unauthorized alien. Consultant must maintain a copy of such affidavit(s) for the duration of the contract. Consultant must provide documentation of its subConsultants’ compliance with this requirement to Owner upon Owner’s request. Consultant 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 amendment of the Term as set forth above and the amendment to the Fee Schedule, the terms and conditions of the Agreement remain in full force and effect.

IF CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONSULTANT’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](mailto: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 Town (the “Effective Date”).

Authentication

**The Town of Jupiter Island, Florida**

\_\_\_\_\_  
Town Clerk

By: \_\_\_\_\_

Penelope Townsend

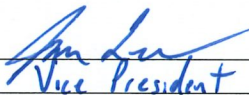
Its Mayor

(TOWN SEAL)

Date: \_\_\_\_\_

**Kimley-Horn and Associates, Inc.**

By: \_\_\_\_\_

  
Vice President

Its Authorized Representative



**SCHEDULE A**  
**HOURLY RATES**

**Kimley-Horn and Associates, Inc.**  
**Hourly Billing Rates January 2025**

<b>Classification</b>	<b>Billing Rate</b>
Project Manager	\$233.09
Principal Engineer	\$323.39
Chief Engineer	\$298.94
Senior Engineer / Senior Tech Advisor	\$258.34
Senior Professional Engineer	\$202.10
Registered Professional Engineer	\$162.41
Engineering Intern	\$146.62
Analyst	\$122.64
Senior Scientist	\$294.48
Scientist	\$201.81
Senior Landscape Architect	\$251.49
Landscape Architect	\$175.20
GIS Planner / GIS Specialist	\$195.49
Specialist / Field Technician	\$159.37
Senior Designer	\$193.37
Senior Admin / Technician	\$157.13
Admin / Clerical	\$101.69

Rates subject to three (3) percent annual escalation on July 1<sup>st</sup> of each year.

RENEWAL AGREEMENT  
FOR  
HOLTZ CONSULTING ENGINEERS, INC.  
CONTINUING PROFESSIONAL ENGINEERING SERVICES AGREEMENT

**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 Holtz Consulting Engineers, Inc., a Florida corporation with a principal address of 270 South Central Boulevard, Suite 207, Jupiter FL 33458 (the “Consultant”).

WHEREAS, Owner and Consultant entered into a Continuing Professional Engineering Services Agreement (“Consultant Services”), dated January 15, 2021 (“Agreement”); and

WHEREAS, Owner and Consultant desire to enter into the two (2) year renewal term, pursuant to Section 4 of the Agreement, extending the term of the Agreement to January 14, 2027.

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 January 14, 2025, through January 14, 2027.
3. Section 3.2 Fee Schedule, of the Agreement, is amended with the new Fee Schedule set forth in Exhibit 1, which is attached to and made a part of this Agreement.
4. The Agreement is amended to incorporate the following provisions:
  - a) Scrutinized Companies List. Pursuant to Section 787.135, Florida Statutes, Consultant 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, Consultant represents that neither Consultant 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 Consultant under the Agreement.
  - b) Federal Labor/Employment Laws. In accordance with Section 255.20, Florida Statutes, Consultant 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 Consultant nor any of its respective officers, directors, shareholders, partners, members or affiliates (including without limitation indirect holders of equity interests in Consultant) 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, Consultant represents to Owner that Consultant has registered with and uses the E-Verify System to verify the work authorization status of all newly hired employees. Consultant must provide documentation of its compliance with this requirement to Owner upon Owner’s request. If Consultant enters into a contract with a subConsultant, the subConsultant must provide Consultant with an affidavit that the subConsultant does not employ an unauthorized alien. Consultant must maintain a copy of such affidavit(s) for the duration of the contract. Consultant must provide documentation of its subConsultants’ compliance with this requirement to Owner upon Owner’s request. Consultant 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 CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONSULTANT’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](mailto: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 Town (the “Effective Date”).

Authentication

**The Town of Jupiter Island, Florida**

\_\_\_\_\_  
Town Clerk

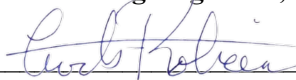
By: \_\_\_\_\_

Penelope Townsend  
Its Mayor

(TOWN SEAL)

Date: \_\_\_\_\_

**Holtz Consulting Engineers, Inc.**

By:   
Curtis Robinson - Vice President  
Its Authorized Representative

**SCHEDULE A**

**HOURLY RATES**

**SCHEDULE OF HOURLY BILLING RATES**

The rates and charges outlined below are used for billing of services on time-and-expenses projects and are used to develop compensation amounts for lump sum projects. These rates are effective for one year from the date of the Agreement and may be adjusted annually as mutually agreed.

**Engineering Rates**

<u>Description</u>	<u>Hourly Rate</u>
Principal Engineer	195.00
Associate Engineer	190.00
Senior Project Manager	170.00
Project Manager	150.00
Senior Project Engineer	140.00
Project Engineer (PE)	130.00
Project Engineer (EI)	105.00
Construction Manager	150.00
Construction Inspector	105.00
Senior Designer CAD Technician	115.00
Drafter CAD Technician	100.00
Administrative Assistant	80.00

A. Subconsultants will be billed at cost plus 5%.

B. Mileage for authorized travel shall be invoiced at the current IRS rate.

RENEWAL AGREEMENT  
FOR  
ENGENUITY GROUP, INC.  
CONTINUING PROFESSIONAL ENGINEERING SERVICES AGREEMENT

**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 Engenuity Group, Inc., a Florida corporation with a principal address of 1280 North Congress Avenue, Suite 101, West Palm Beach FL 33409 (the “Consultant”).

WHEREAS, Owner and Consultant entered into a Continuing Professional Engineering Services Agreement (“Consultant Services”), dated January 15, 2021 (“Agreement”); and

WHEREAS, Owner and Consultant desire to enter into the two (2) year renewal term, pursuant to Section 4 of the Agreement, extending the term of the Agreement to January 14, 2027.

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:

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  - c) Prohibited Persons. Neither Consultant nor any of its respective officers, directors, shareholders, partners, members or affiliates (including without limitation indirect holders of equity interests in Consultant) 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>).

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, Consultant represents to Owner that Consultant has registered with and uses the E-Verify System to verify the work authorization status of all newly hired employees. Consultant must provide documentation of its compliance with this requirement to Owner upon Owner’s request. If Consultant enters into a contract with a subConsultant, the subConsultant must provide Consultant with an affidavit that the subConsultant does not employ an unauthorized alien. Consultant must maintain a copy of such affidavit(s) for the duration of the contract. Consultant must provide documentation of its subConsultants’ compliance with this requirement to Owner upon Owner’s request. Consultant 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 CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONSULTANT’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](mailto: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 Town (the “Effective Date”).

Authentication

**The Town of Jupiter Island, Florida**

\_\_\_\_\_  
Town Clerk

By: \_\_\_\_\_

Penelope Townsend  
Its Mayor

(TOWN SEAL)

Date: \_\_\_\_\_

**Engenuity Group, Inc.**

By: \_\_\_\_\_

\_\_\_\_\_  
Its Authorized Representative

<b>2024-2025 SMRU/TJI FEE SCHEDULE</b>	
<b>EMPLOYEE TITLE</b>	<b>HOURLY FEES</b>
PRESIDENT	\$209.00
SR. CORPORATE OFFICER	\$197.00
EXPERT WITNESS	\$235.00
DEPARTMENT DIRECTOR	\$184.00
SR. PROJECT MANAGER	\$160.00
PROJECT MANAGER	\$148.00
PROJECT ENGINEER	\$117.00
SR .PROJECT LAND SURVEYOR	\$125.00
PROJECT LAND SURVEYOR	\$111.00
SR. FIELD REPRESENTATIVE	\$115.00
FIELD REPRESENTATIVE	\$92.00
SR. AUTOCAD/GIS TECH	\$115.00
AUTOCAD/GIS TECH	\$101.00
SR. TECHNICIAN	\$91.00
TECHNICIAN	\$81.00
3 PERSON SURVEY CREW	\$160.00
2 PERSON SURVEY CREW	\$134.00
SR. ADMIN. ASSISTANT	\$73.00
ADMINISTRATIVE ASSISTANT	\$68.00
CLERICAL	\$49.00
COURIER	\$49.00

**Fees may be Subject to Annual Increase in accordance with the Consumer Price Index**



## 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, Interim Town Manager

**DATE:** January 8, 2025

**SUBJECT: Line Tech, Inc. Services 3rd Renewal and Spending Authorization**

### **BACKGROUND**

Line Tech, Inc. provides water main, meter, service line, and fire hydrant repair and installation services through an existing contract. Primarily Line-Tec is utilized by SMRU to inspect and audit the fire hydrant network throughout the system. This consists of individually inspecting over 800 fire hydrants throughout the SMRU service territory. This contract was originally entered into as a piggyback agreement, originally bid through Boynton Beach, in 2020 with a term of one-year with three (3) one-year renewal options. The contractor has not increased prices in this renewal. It is the opinion of staff that the services provided represent a good value to the utility.

Fire hydrant inspection and repair services provided by Line Tech, Inc. are performed and billed on a unit price basis with an approximate annual cost of \$45,000. Staff additionally requests spending authorization in this amount so that all hydrants in the system may be serviced in late spring.

The contract and renewal agreement has been reviewed by SMRU counsel for legal sufficiency.

### **RECOMMENDATION**

Staff requests that the SMRU Board approve this piggyback agreement renewal with Line Tech, Inc., allowing the Mayor to sign the agreement and for spending authorization in the amount of \$45,000 for hydrant maintenance. Funds will be expended from the 401-414-546.107 Infrastructure Repair and Maintenance budget line.

REINSTATEMENT AND THIRD RENEWAL OF  
AGREEMENT TO FURNISH AND INSTALL WATER SERVICE CONNECTIONS AND  
RESTORATION

**THIS REINSTATEMENT AND THIRD 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 Line-Tec, Inc., with its principal address at 241 NW 18 Avenue, Delray Beach, FL 33444 (the “Contractor”)

WHEREAS, Owner and Contractor entered into an Agreement to Furnish and Install Water Service connections and Restoration, dated November 14, 2020 (the “Agreement”), and a First Renewal Term of the Agreement and Second Renewal Term of the Agreement; and

WHEREAS, Owner and Contractor desire to enter into the third of three (3), 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 parties agree to revive and reinstate the technically expired term of the Agreement in order to exercise the third one (1) year renewal term. Accordingly, the Second Renewal Term is extended from November 13, 2024 through the Effective Date of this Third Renewal Term, and the term of the Agreement is extended from the Effective Date of the Second Renewal Term through November 13, 2025 (the “Third Renewal Term”).
3. The Unit Prices set forth in Exhibit 1 of the Agreement to the Second Renewal Term will be effective for the Third Renewal Term through November 13, 2025.
4. Except for the terms of this Reinstatement and Third 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](mailto:kkogos@tji.martin.fl.us)

[signature page follows]

IN WITNESS WHEREOF, the parties hereto have caused this Renewal Agreement 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

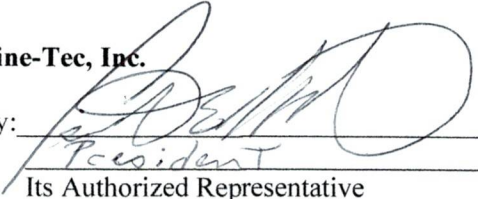
Its Mayor

(TOWN SEAL)

Date: \_\_\_\_\_

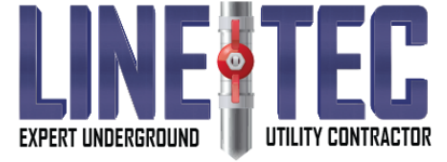
**Line-Tec, Inc.**

By: \_\_\_\_\_

  
\_\_\_\_\_  
President  
Its Authorized Representative

**LINE-TEC INC.**

241 NW 18th Ave  
Delray Beach, FL 33444-1683  
+15612791032  
info@linetecinc.com  
www.linetecinc.com



**Estimate**

ADDRESS  
South Martin Regional Utilities  
9650 Water Street  
Hobe Sound, FL 33435

ESTIMATE 11443  
DATE 12/19/2024

PROJECT NAME  
Fire Hydrant Audit "FY 2025"

DESCRIPTION	QTY	RATE	AMOUNT
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This estimate is for location of each hydrant using the closest address, locate the isolation valve and exercise it if present, check the height of the nozzle clearance and operating clearances. Remove the caps and lubricate the nozzles, lubrication of the fire hydrant, perform fire flow test, static pressure test and identify make, model and year of manufacture. Prices are based on The City of Boynton Beach Annual Contract Bid #021-2821-18/IT.

Fire Hydrant Audit and Maintenance "FY 2025"

Fire Hydrant Audit and Maintenance	874	49.21	43,009.54
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All this information will be recorded on audit sheet and submitted to South Martin Regional Utility in excel spreadsheet. If any problems are noticed in the field they will be reported to South Martin Regional Utility.

Note: We can submit an estimate on any repairs that may be necessary, per the contract if required.

SUBTOTAL	43,009.54
TAX (0%)	0.00
<b>TOTAL</b>	<b>\$43,009.54</b>

Accepted By

Accepted Date



## 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., Utility Director

**THROUGH:** Robert Garlo, Town Manager

**DATE:** January 8, 2025

**SUBJECT: TJI/Martin County Interlocal - 2025 Joint Utility Area Service Agreement**

### **BACKGROUND**

The Town of Jupiter Island and Martin County have abided by a Joint Planning Area (JPA) interlocal agreement that was executed in January 2005 and outlines protocols for providing service within the JPA. This original agreement had a 20-year duration and now requires renewal or replacement of this agreement with a new interlocal.

Town and County Staff and their respective legal counsels have worked together to draft and refine a proposed replacement service area agreement and have mutually agreed upon its terms. In conjunction with the drafting of a new agreement, service area boundaries were modified to reflect areas that are in-line with the long-term service planning of both utilities. The proposed western boundary of SMRU's territory will lie at the western extent of the Florida Turnpike. This new agreement establishes conditions that provide clear expectations related to respecting each provider's service territories, providing adequate public facilities, cooperation and communication between utility providers with respect to awareness of forthcoming developments, and protection of each party's wellfields and fresh water supply.

The proposed 2025 Joint Utility Area Service Agreement will have a 10-year duration that may be renewed for an optional 10-year term if mutually agreed upon by both parties. Should either party wish to terminate the agreement, it may do so by providing a 90-day written, advance notification to terminate.

The proposed interlocal agreement has been reviewed by SMRU counsel for legal sufficiency.

### **RECOMMENDATION**

SMRU staff requests that the SMRU Board approve the proposed interlocal agreement allowing the Mayor to execute the agreement on behalf of the Town.

## **INTERLOCAL AGREEMENT**

THIS INTERLOCAL AGREEMENT, hereinafter “Agreement” is made and entered into on this 1<sup>st</sup> day of January 2025 (“Effective Date”), by and between Martin County, a political subdivision of the State of Florida, the “County”, and the Town of Jupiter Island, a Florida municipal corporation, the “Town”,

### **WITNESSETH:**

WHEREAS, Section 163.01, Florida Statutes, known as the Florida Interlocal Cooperation Act of 1969, as amended (the “Act”), provides that local government units may cooperate with each other on a basis of mutual advantage to provide services and facilities as set forth in the Act and to enter into an Interlocal Agreement on the terms and conditions set forth in the Act; and

WHEREAS, the County and the Town entered into an Interlocal Agreement as of January 12, 2005, generally regarding joint planning between the two governmental entities (the “2005 JPA”), which 2005 JPA terminates in January 2025; and

WHEREAS, the Martin County Comprehensive Growth Management Plan and the Town of Jupiter Island Comprehensive Growth Management Plan call for coordination of utility service areas; and

WHEREAS, the unincorporated area in south Martin County, as shown on attached Map #1, is an area where development may impact the County and the Town, and is an area where the County and the Town are desirous of jointly coordinating utility service efforts; and

WHEREAS, the County and the Town agree it is in their mutual best interests to enter into a Joint Utility Service Territory Interlocal Agreement to terminate the 2005 JPA on December 31, 2024.

NOW, THEREFORE, in consideration by each to the other of good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the County and the Town agree as follows:

### **ARTICLE I RECITALS, SHORT TITLE AND DEFINITIONS**

**SECTION 1.1 RECITALS.** The above recitals are true and correct and are hereby incorporated into this Agreement by reference.

**SECTION 1.2 DEFINITIONS.** The terms in this Section, for all purposes of this Agreement and any amendments or other changes thereto, shall have the following meanings unless the context hereof requires otherwise:

“Agreement” shall mean this 2025 Joint Utility Service Interlocal Agreement.

“Authorized Representative” shall mean for each Party, the administrative staff member designated by the Party in writing to the other Parties to act on the Party’s behalf under this Agreement, as the Party may re-designate from time to time with written notice to the other Parties.

“County Utility Service Area” shall mean the area designated by the County as the utility service area of the County, as shown on Map #2 (County to provide).

“Days” shall mean calendar days unless otherwise specified

“Party” shall mean either of the County or the Town, and “Parties” shall mean both of the County and the Town, collectively.

“Town Utility Service Area” shall mean the area designated by the Town as the utility service area for South Martin Regional Utility as shown on Map #1.

“Utility Service” shall mean potable water service, irrigation quality water service, wastewater service, or a combination of the same.

“Utility Service Area” shall mean either the County Utility Service or the Town Utility Service Area.

## **ARTICLE II CONDITIONS PRECEDENT**

**SECTION 2.1        CONDITIONS PRECEDENT.** The approval by the respective governing bodies of the jurisdictions of this Agreement is a condition precedent to the effectiveness of this Agreement.

## **ARTICLE III ESTABLISHMENT OF THE 2025 Joint Utility Service Agreement**

**SECTION 3.1        ADEQUATE PUBLIC FACILITIES.** In accordance with Division 2, Article 5, Land Development Regulations, Martin County Code, Martin County’s Adequate Public Facility standards each party shall confirm in writing they have adequate public facilities capacity for any proposed development in their utility service territory.

**SECTION 3.2        PROACTIVE COOPERATION.** Each Party shall notify the other Party in writing for any development proposal within the other’s utility service area. The notifying Party shall further provide the receiving Parties with written notice of any pre-application meetings relative to impending development proposals, and an opportunity to attend such pre-application meetings or provide comments.

**SECTION 3.3        REQUEST FOR UTILITY SERVICE.** The County and the Town agree that each will respect the other’s Utility Service Area, and not provide Utility Service in the other Party’s Utility Service Area without the written consent of the other Party approved by the Party’s governing body. The Town agrees to abide by the Martin County Urban Service District

boundaries and shall not provide services outside the urban services boundary, unless mutually agreed upon in writing by the Parties.

**SECTION 3.4 PROTECTION OF WELLFIELDS.** The County and the Town agree that each will respect the other’s South Florida Water Management District (“SFWMD”) water supply and water use permits (“WUP”s). Each Party agrees not to apply for any new water use permit or modify any existing water use permits that impacts the other’s water supply wellfields such that it results in 0.1 foot of drawdown within the other party’s permitted Surficial Aquifer System wells or 1.0 foot of drawdown within the other party’s permitted Floridan Aquifer System wells without the written consent of the other party. Each Party agrees to provide the other party with a copy of any SFWMD water use permit applications or permit modification applications at the same time as such applications are submitted to the SFWMD.

**SECTION 3.5 DISPUTE RESOLUTION AND JUDICIAL REVIEW.** The Parties agree to resolve any dispute related to the interpretation or performance of this Agreement in the manner described in this Section prior to filing suit against the other Party. Any Party may initiate the dispute resolution process by providing written notice to the other Parties. This Section is intended to provide a dispute resolution process in lieu of the process provided in Chapter 164, Florida Statutes. Disputes under this Agreement may be resolved by the Parties’ Authorized Representatives that may be appointed by the Parties from time-to-time. If such Authorized Representatives are unable to reach a resolution, and the parties agree that the issue is of sufficient merit, the parties may select a mediator mutually acceptable to all Parties to timely conduct a mediation of the issues involved and make a recommendation to all Parties. The Parties agree to be responsible for their respective costs and fees incurred during mediation and that the mediator’s fees and costs shall be paid in equal amounts by each Party. In any dispute, each Party shall pay the fees, charges, and expenses of its own counsel, experts, and witnesses. The terms of this Section shall survive termination or expiration of this Agreement.

**SECTION 3.6 EFFECTIVE DATE AND DURATION.** This Agreement shall become effective upon the Effective Date, and shall be recorded in the Public Records of Martin County, Florida. The term of this Agreement shall be ten (10) years. At the request of both parties, there shall be the option for a ten (10) year renewal term. This Agreement may be terminated by any Party upon ninety (90) days’ written notice to the other Parties.

**SECTION 3.7 NOTICES.** All notices, demands, requests, or other communications by any Party under this Agreement shall be in writing and shall be sent by (a) first class, U.S. certified mail, return receipt requested, with postage prepaid, or (b) by overnight delivery service or courier, or (c) by electronic communications, with receipt confirmed, as follows:

<b>Town of Jupiter Island:</b>	<b>Martin County:</b>
Town Manager	County Administrator
Town of Jupiter Island	Martin County
2 Bridge Road.	2401 SE Monterey Road
Hobe Sound, Florida 33455	Stuart, Florida 34996

Required Copy to:

Required Copy to:



terminate this Agreement, this Agreement shall terminate, and no Party shall have any further rights, obligations or liabilities hereunder.

**SECTION 7 FURTHER ASSURANCE.** The Parties hereto shall execute and deliver such further instruments and do further acts and things as may be required to carry out the intent and purposes of this Agreement as may be reasonably requested by any Party hereto.

**SECTION 8 HEADINGS.** Captioned headings of this Agreement are for convenience only and are not intended to be a part of this Agreement and shall not be construed to modify, explain or alter any of the terms, covenants or conditions herein contained.

**SECTION 9 COUNTERPARTS.** This Agreement may be executed in one or more counterparts, including by electronic signatures, each of which so executed and delivered shall be deemed an original, but all of which taken together shall constitute but one and the same agreement. It shall not be necessary for the same counterpart of this Agreement to be executed by all the parties hereto.

[Signature Pages Follow]

**IN WITNESS WHEREOF**, Martin County and the Town of Jupiter Island have caused this Agreement to be duly executed and entered on the date first written above.

ATTEST:

BOARD OF COUNTY COMMISSIONERS  
OF MARTIN COUNTY, FLORIDA

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

By: \_\_\_\_\_  
\_\_\_\_\_, Chairman

APPROVED AS TO FORM AND LEGAL  
SUFFICIENCY

By: \_\_\_\_\_  
Sarah Woods, County Attorney

AUTHENTICATION

TOWN OF JUPITER ISLAND, FLORIDA

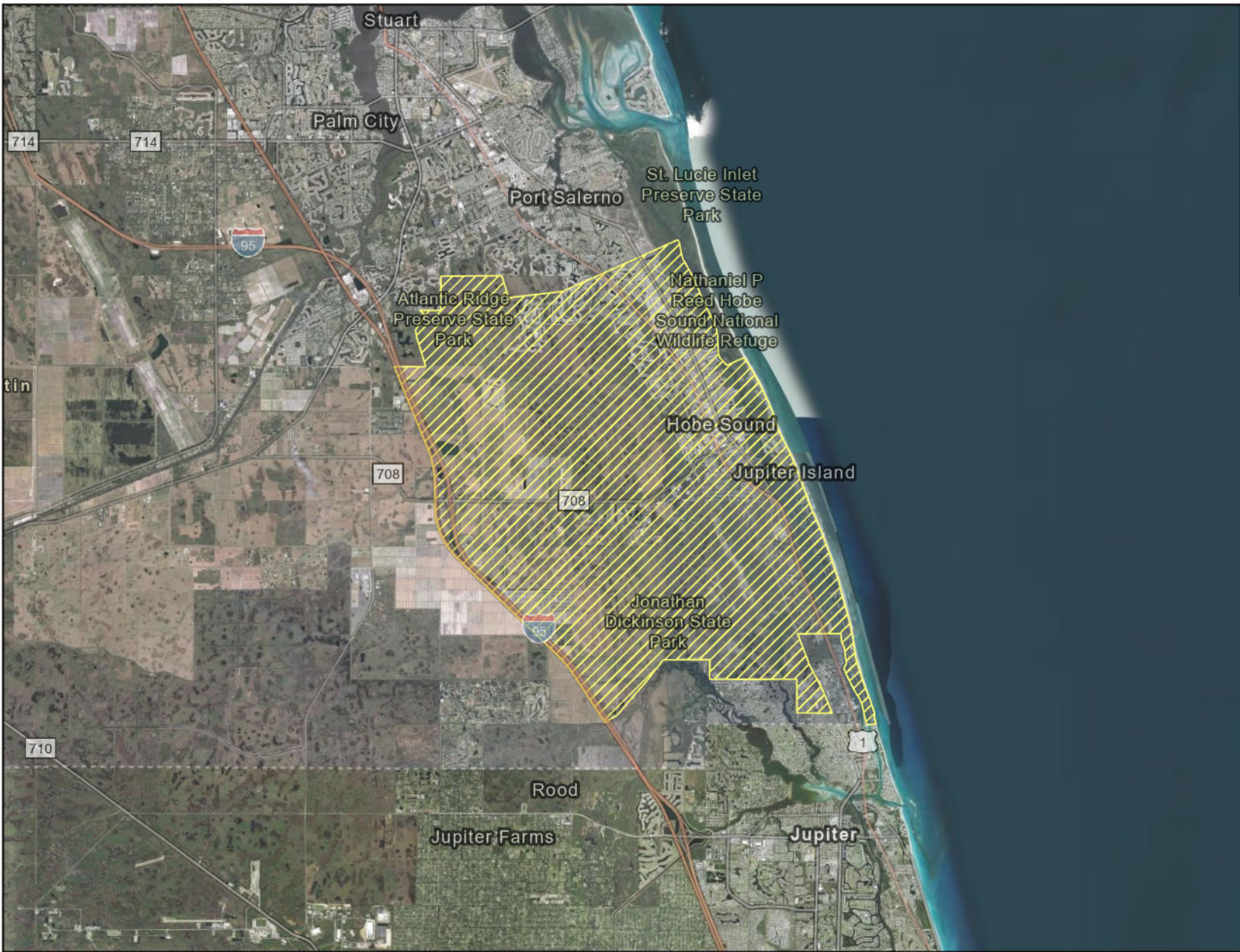
\_\_\_\_\_  
Town Clerk

By: \_\_\_\_\_  
MAYOR

APPROVED AS TO FORM AND LEGAL  
SUFFICIENCY

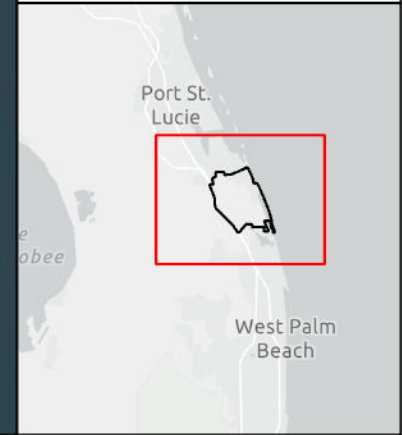
By: \_\_\_\_\_  
Tom Baird, Town Attorney

**MAP # 1**



South Martin  
Regional Utility

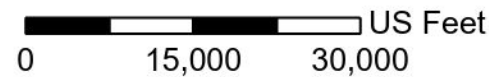
# SMRU Service Area Boundary



**Legend**

 SMRU Current Boundary

When printed on 8.5 x 11  
1 inch equals 3 miles



 Florida Technical Consultants



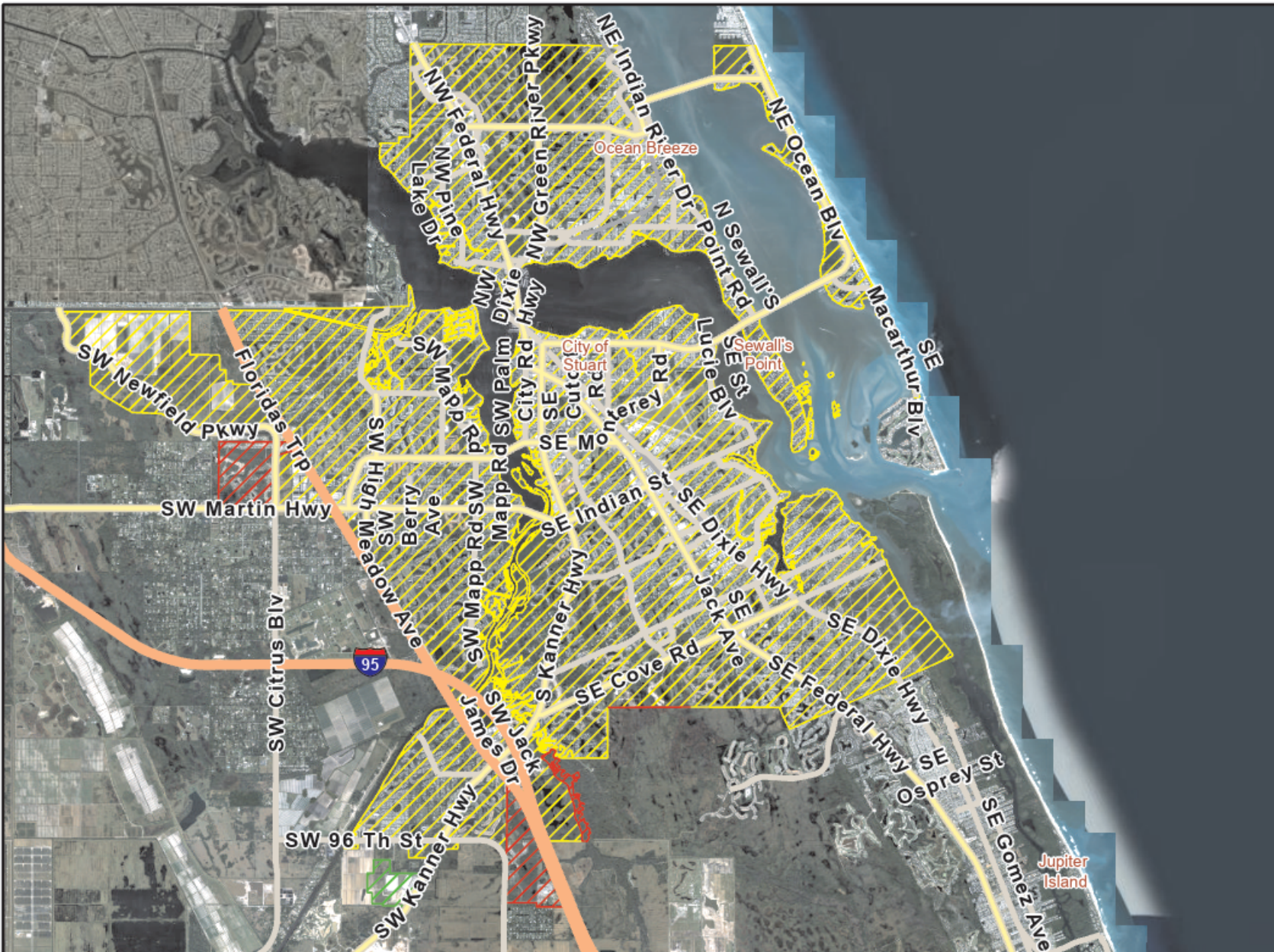
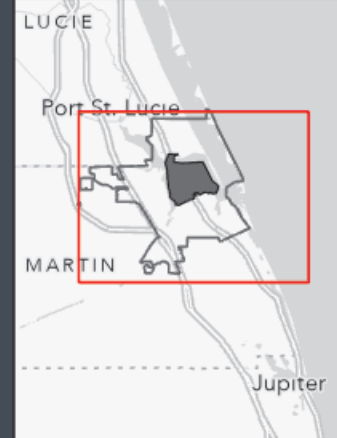
Date: 8/19/2024

**MAP #2**



Martin County  
Utilities and Solid  
Waste

Martin County  
Utilities  
Service Area  
Boundary



Legend

Urban Service Districts  Secondary

USACODE  3

 Primary

When printed on 8.5 x 11:

1 inch equals 3 miles



MC Utilities GIS Technical Services



Date: 10/29/2024