

AGENDA
TOWN OF JUPITER ISLAND
TOWN COMMISSION MEETING
FRIDAY, SEPTEMBER 19, 2025, 10:00 AM
ISLAND ROOM – TOWN HALL – 2 BRIDGE ROAD
SOUTH MARTIN REGIONAL UTILITY (SMRU) MEETING

CONSENT ITEMS

1. Consent Agenda

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

- a. Minutes of SMRU Board Meeting of July 21, 2025
- b. Raftelis - Contract Renewal

ADMINISTRATIVE AGENDA

2. Customer Service Monthly Reports - Period Ending August 2025
3. Revenue and Production Charts - Period Ending August 2025
4. FY 24/25 SMRU Budget Status and Balance Sheet - Period Ending August 2025

SMRU BOARD ACTION ITEMS

5. Resolution 935 2025/2026 SMRU Budget Approval
6. Holtz Engineering - WWTP Master Plan Draft Review*
7. Kimley Horn - Grants Update*
8. ITB 2025-07 SMRU 2025-2026 Bulk Chemical Bids Approval
9. Ferguson/Sunstate Meters - Neptune Meter Sole Source Contract
10. JLA Geosciences Contract Piggyback
11. Purchase Approvals
 - a. Generator Purchase - Loblolly North
 - b. Hudson Pumps - Emergency Purchase - RO Well Motor
12. Other Items*

** No advanced materials provided*

TOWN COMMISSION / SMRU BOARD

Penny Townsend, Mayor
Anne Scott, Vice Mayor
Marshall Field VI, 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.

MNUTES
SOUTH MARTIN REGIONAL UTILITY MEETING
MONDAY JULY 21, 2025
JUPITER ISLAND TOWN HALL

Called to Order: 10:00 am

Present:

Town Commission

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

Also Present:

Robert Garlo, Town Manager
Matthew Pazanski, Finance Director
Stuart Trent, Public Services & Utilities Director
Steve Pratt, FGUA
Phil Gildan, SMRU Attorney

1. CONSENT AGENDA

Category A- To be reviewed and approved (or amended) by the SMRU Board

- a. Minutes of SMRU Board Meeting of May 19, 2025

Category B – Other Information Materials (No Action Required)

- b. Fixed Assets Disposal

Motion to Approve Consent Agenda: Commissioner Field

Second: Vice Mayor Scott

Carried: 5-0

ADMINISTRATIVE AGENDA

- 2. Customer Service Monthly Reports – Period Ending June 2025
- 3. Revenue and Production Charts – Period Ending June 2025
- 4. FY 24/25 SMRU Budget Status and Balance Sheet – Period Ending June 2025
- 5. FY 25/26 SMRU Proposed Budget Draft

SMRU BOARD ACTION ITEMS

- 6. Synagro Contract Piggyback – Wastewater Sludge Dewatering and Disposal

Discussion: Director Trent requested the SMRU Board approve the new Piggyback Contract for Synagro for the term of one-year (1-year). Funds will be expended from the GL Line 401-413-534.127 “Contracted Services – Sludge Removal”.

Motion to Approve Synagro Contract Piggyback for Wastewater Sludge Dewatering and Disposal: Vice Mayor Scott
Second: Commission Taddeo
Carried: 5-0

7. Centerline Drilling, Inc. – Well 15S Acidization– Spending Authorization

Discussion: Director Trent requested the SMRU Board authorize spending approval in the amount of \$67,700.00 to Centerline Drilling, Inc., to acidize and develop well 15S for purposes of enhancing flowability and performance. The PO will be issued and funded from GL line #403-412-564.124, Projects.

Motion to Approve Centerline Drilling Well 15S Acidization – Spending Authorization: Commissioner Field
Second: Warner/Taddeo ?
Carried: 5-0

8. FGUA Interlocal Agreement – Utility Support Services

Discussion: Director Trent requested the SMRU Board approve the proposed interlocal agreement with the Florida Governmental Utility Authority (FGUA). **Future work authorizations will be issued on a project-by-project basis** and presented to the Board for review and approval as specific projects are identified.

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

9. Purchase Approvals

a. Vehicle Purchases – Vehicle Replacements

i. Dodge Service Truck – Lift Station Maintenance Crew

Discussion: Director Trent requested the SMRU Board approve spending authorization for purchase of one Dodge Ram at a cost of \$75,083.00 via Sourcewell from Alan Jay Fleet Sales. The expenditure will be made from account: 403-412-564.100, Machinery & Equipment.

Motion to Approve Vehicle Purchase of Dodge Service Truck: Vice Mayor Scott
Second: Commissioner Taddeo
Carried: 5-0

ii. Ford Ranger – WWTP Staff Vehicle

Discussion: Director Trent requested the SMRU Board approve spending authorization for purchase of one Ford Ranger at a cost of \$32,808.00 via Sourcewell piggyback contract from Alan Jay Fleet Sales. The expenditure will be made from account: 403-412-564.100, Machinery & Equipment.

Motion to Approve Vehicle Purchase of Ford Ranger: Vice Mayor Scott
Second: Commissioner Taddeo
Carried: 5-0

b. Generator Transfer Switch Replacement – South Water Plant

Discussion: Director Trent requested the SMRU Board authorize spending approval in the amount of \$53,300.00 for purchase and installation of the Transfer Switch. The PO to Ring Power will be issued and funded from GL line #403-412-564.124, Projects.

Motion to Approve Generator Transfer Switch Replacement for South Water Plant
Purchase: Vice Mayor Scott
Second: Commissioner Taddeo
Carried: 5-0

c. Clarifier Rehabilitation Equipment – Wastewater Plant

Discussion: Director Trent requested the SMRU Board authorize spending approval in the amount of \$259,900.00 to procure materials for rehabilitation of clarifiers #3 & #4 at the wastewater treatment facility. The PO to Brentwood Industries will be issued and funded from GL line #403-412-564.124, Projects.

Motion to Approve Clarifier Rehabilitation Equipment Purchase: Vice Mayor Scott
Second: Commissioner Taddeo
Carried: 5-0

d. PFAS Skid Rental Authorization – Direct Solicitation

Discussion: Director Trent requested the SMRU Board approve funding in the amount of \$65,300.00 for the rental and installation of the pilot testing equipment for PFAS. A purchase order will be issued to AqueousVets, with funding allocated from GL line #401-411-531.105, Engineering.

Motion to Approve PFAS Skid Rental Authorization: Vice Mayor Scott
Second: Commissioner Field
Carried: 5-0

10. Grant Funding Opportunities* (*heard after agenda item 4*)

Discussion: Director Trent provided an update on current grants SMRU is currently pursuing, including \$1MM to for a Wastewater Plant Generator, \$1MM for a RO Treatment facility generator, and \$46MM to expand RO treatment facility and construct an additional Florida Well.

11. Other Items*

Discussion: Director Trent requested to vacate our interest in a general easement on the corner of SW Osprey & Se Dixie Hwy. A future wellsite would be provide if SMRU agrees to give up the portion of this easement.

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

There were no public comments.

Mayor Townsend adjourned the meeting at 11:40 am

SMRU Rate Study – Raftelis, Inc. Spending Authorization (*heard on July 22, 2025, Town Commission Meeting*)

Discussion: Director Trent requested the SMRU Board authorize spending in the amount of not to exceed \$75,960.00 and issue a purchase order to Raftelis, Inc. to initiate the 2025 SMRU Rate Study. Funding will be provided from GL Account 401-411-532.101 – Professional Services – Financial.

Motion to Approve Raftelis, Inc., SMRU Rate Study Spending Authorization: Vice Mayor Scott
Second: Commissioner Field
Carried 5-0

Attested by:

Sabrina Fahrer, SMRU Commission Meeting Secretary

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.



SOUTH MARTIN REGIONAL UTILITY

CONTRACT MEMORANDUM

To: Mayor & Town Commission

Through: Robert Garlo, Town Manager

CC: Kimberly Kogos, Town Clerk

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

RE: Raftelis Financial Consultants, Inc. – Contract Renewal

Date: 9/19/2025

Department: Administration

Prepared by: Stuart Trent, P.E., SMRU Director

Requested by: Stuart Trent, P.E. SMRU Director

Legal Sufficiency Review: Phillip Gildan, Esq., Greenberg Traurig

Contract Title:

1. Executive Summary:

Raftelis Financial Consultants, Inc. (RFC) is a leading, Florida-based company who specializes in assisting governments and public owned utilities as it pertains to finance, bond ratings, setting utility rates and various other resource management services. RFC (formerly Public Resources Management Group) has been SMRU's rate consultant since its inception. SMRU requires continued assistance from RFC.

Our current contract with RFC is a piggyback of Martin County's contract and will reach the end of its initial three-year term on September 12, 2025. RFC is offering SMRU the opportunity to renew the contract for a final one-year extension through September 11, 2026. The attached agreement will allow SMRU to continue its relationship with RFC via piggyback of the Martin County contract. RFC has consented to SMRU utilizing the Martin County contract for this piggyback contract (renewal attached).

Staff anticipate utilizing the services of RFC during the 2026 Fiscal Year to provide annual adjustment to the rate tariff and to recommend appropriate rate sufficiency adjustments needed to support SMRU's operational and expansion needs. Raftelis is presently under contract to perform a full rate sufficiency study.

2. Fiscal Impact: Funds will be expended from the GL Line 401-411-532.101 “Professional Services - Financial”.
3. Recommended Action: SMRU staff requests that the SMRU Board approve the renewal Contract for Raftelis for the term of one-year (1-year) and authorize the Mayor to sign the agreement.

RENEWAL AGREEMENT
FOR
UTILITY RATE AND FINANCIAL CONSULTING 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 Raftelis Financial Consultants, Inc., hereinafter “Contractor” with its principal address at 341 North Maitland Avenue, Suite 300, Maitland, FL 32751.

WHEREAS, Owner and Contractor entered into an Agreement for Utility Rate and Financial Consulting Services (“Services”), dated February 18, 2025 (“Agreement”); and

WHEREAS, Owner and Contractor desire to enter into the one (1) year renewal term, pursuant to Section 2 of the Agreement, extending the term of the Agreement to September 11, 2026.

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 through September 11, 2026.
3. 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.

4. Section 21 of the Agreement is amended to read as follows:

21. Public Records.

PUBLIC RECORDS COMPLIANCE. If by providing services to Owner pursuant to this Agreement, Contractor is a contractor, as defined by Section 119.0701, Florida Statutes, Contractor shall: (1) Keep and maintain public records required by the Owner to perform the services; (2) Upon request of the Owner’s custodian of public records, provide the Owner with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at the cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law; (3) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the term of this Agreement and following competition of this Agreement if Contractor does not transfer the records to the Owner; (4) Upon competition of this Contract, transfer to the Owner, at no cost, all public records in possession of Contractor or keep and maintain public records required by the Owner to perform the services. If Contractor transfers all public records to the Owner upon competition of this Agreement, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Contractor keeps and maintains public records upon completion of this Agreement, Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Owner upon request from the Owner’s custodian of public records, in a format that is compatible with the information technology systems of the Owner.

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 TOWN CLERK, WHO IS 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**

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

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

(TOWN SEAL)

By: _____

Penelope Townsend
Its Mayor

Date: _____

Raftelis Financial Consultants, Inc.

By: _____

Its Authorized Representative

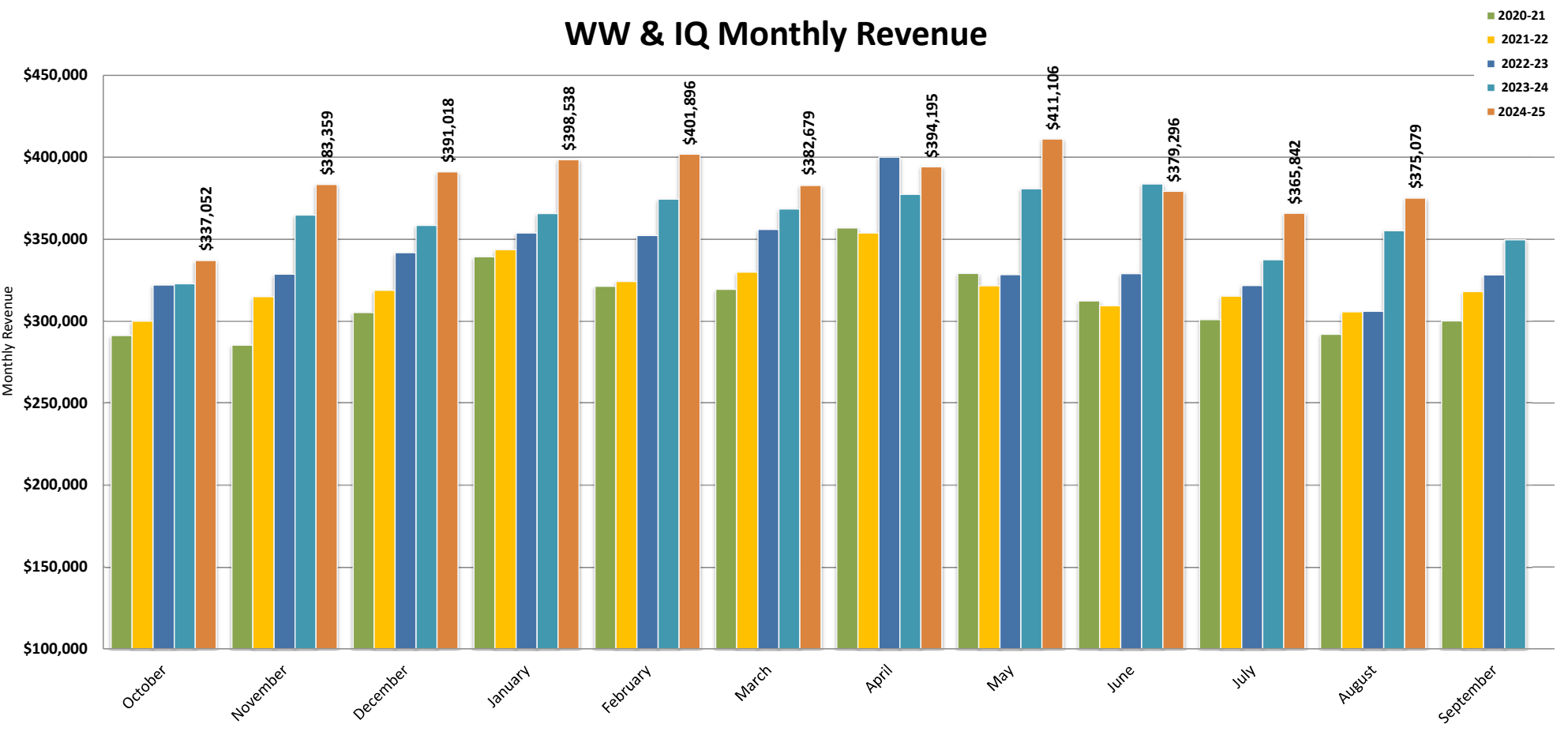
Customer Service Activity Log - July 2025

		Current Month	Monthly Average	Rolling 12 Month Total
UTILITY GENERATED SERVICE ORDERS				
		146	154	1849
Complaint - customer complaints about an SMRU employee	0			
Get Read - get current meter reading	41			
Miscellaneous - Lead & copper water sample pickups and other	1			
Inquiry - check locked meters or investigate meter conditions	26			
Hydrant Maintenance	2			
Replace Meters - replace old, damaged or hard to read meters	16			
Maintenance - replacement of meter boxes and lids, pruning vegetation	9			
Meters locked for nonpayment	27			
Meters unlocked after payment has been made	24			
CUSTOMER REQUESTED WATER METER SERVICE ORDERS				
		79	84	1007
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	32			
Install Meter/Inspect Meter/Inspect Sewer/Verify Backflow	14			
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	4			
Meeting with customer	0			
Customer Requested Read - read meter for customer	16			
PHONE CALLS FOR WATER QUALITY REQUIRING A SERVICE ORDER				
		10	7	79
Water Quality - customer requested testing by water plant operator	3			
Water Pressure - drop in water pressure	5			
Water Breaks - water main breaks/repairs	1			
Flushing Fire Hydrants - for water quality purposes	1			
PHONE CALLS FOR SEWER REQUIRING A SERVICE ORDER				
		9	11	131
Odor Complaints	0			
Lift Station - alarm calls/Lift Station Maintenance	1			
Sewer Backups - sewer water backing up into customers home	8			
TOTAL SERVICE ORDERS				
		244	256	3,066
Door Hangers, boil water or other notices	91		49	591
SMRU Rereads - reread meter reading for billing	211		200	2396
J; Customer Service; Monthly Board Packet				

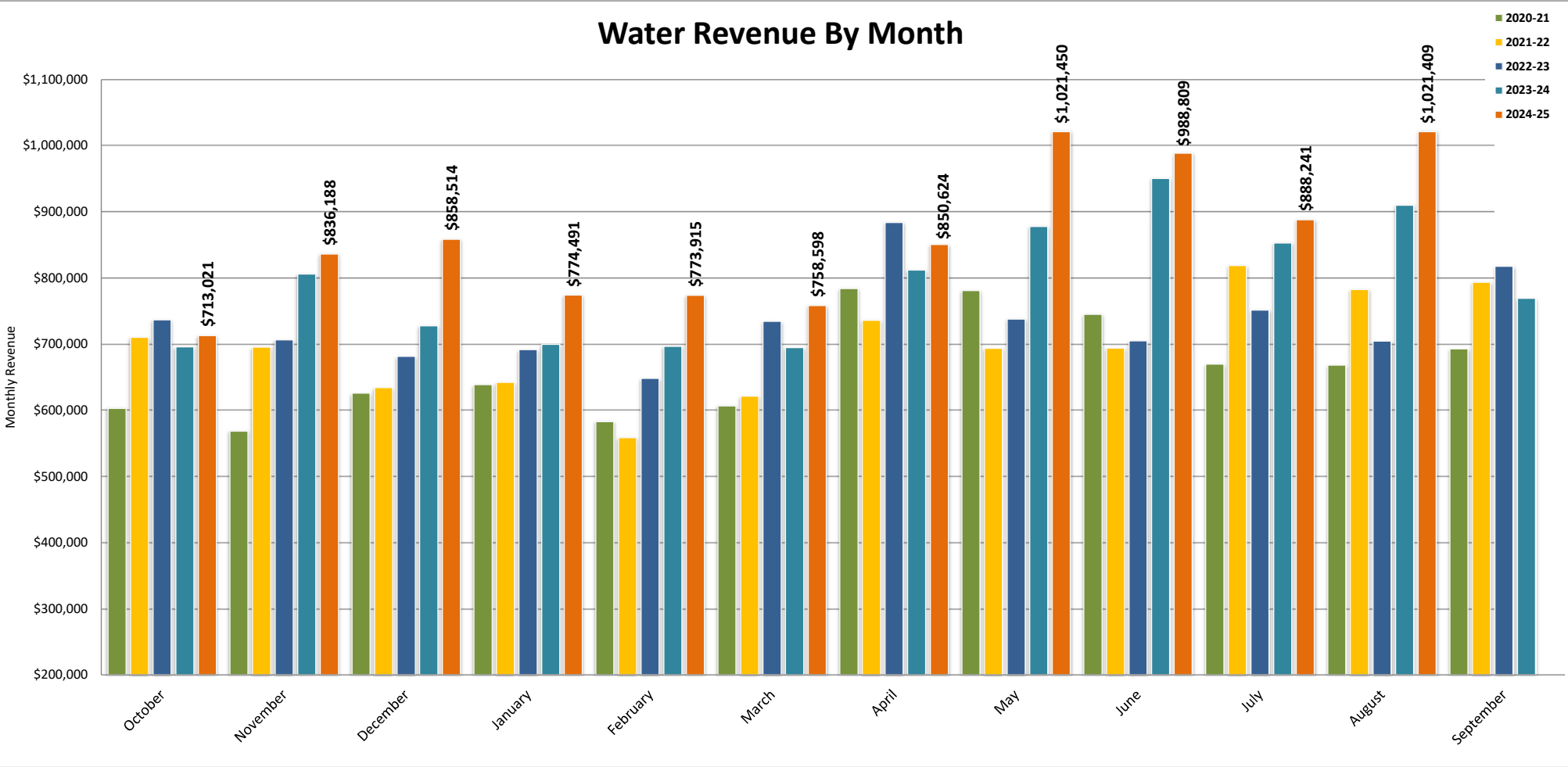
Customer Service Activity Log - August 2025

		Current Month	Monthly Average	Rolling 12 Month Total
UTILITY GENERATED SERVICE ORDERS				
		159	150	1805
Complaint - customer complaints about an SMRU employee	0			
Get Read - get current meter reading	22			
Miscellaneous - Lead & copper water sample pickups and other	0			
Inquiry - check locked meters or investigate meter conditions	48			
Hydrant Maintenance	1			
Replace Meters - replace old, damaged or hard to read meters	13			
Maintenance - replacement of meter boxes and lids, pruning vegetation	5			
Meters locked for nonpayment	36			
Meters unlocked after payment has been made	34			
CUSTOMER REQUESTED WATER METER SERVICE ORDERS				
		91	84	1012
Bench Test Meter - testing meter for accuracy at customer's request	0			
Cost and Availability - cost/availability to provide water and/or sewer service	6			
Final Read - final reading for customer	35			
Install Meter/Inspect Meter/Inspect Sewer/Verify Backflow	19			
Request On/Request Off - customer requested meter locked/unlocked	1			
Turn Meter On/Off - for customers to make repairs to their water lines	15			
Pull Meter - nonpayment, tampering, take out of service	2			
Meeting with customer	0			
Customer Requested Read - read meter for customer	13			
PHONE CALLS FOR WATER QUALITY REQUIRING A SERVICE ORDER				
		7	6	80
Water Quality - customer requested testing by water plant operator	2			
Water Pressure - drop in water pressure	2			
Water Breaks - water main breaks/repairs	0			
Flushing Fire Hydrants - for water quality purposes	3			
PHONE CALLS FOR SEWER REQUIRING A SERVICE ORDER				
		3	9	114
Odor Complaints	0			
Lift Station - alarm calls/Lift Station Maintenance	1			
Sewer Backups - sewer water backing up into customers home	2			
	0			
TOTAL SERVICE ORDERS				
		260	256	3,066
Door Hangers, boil water or other notices	11		49	593
SMRU Rereads - reread meter reading for billing	239		197	2365
J; Customer Service; Monthly Board Packet				

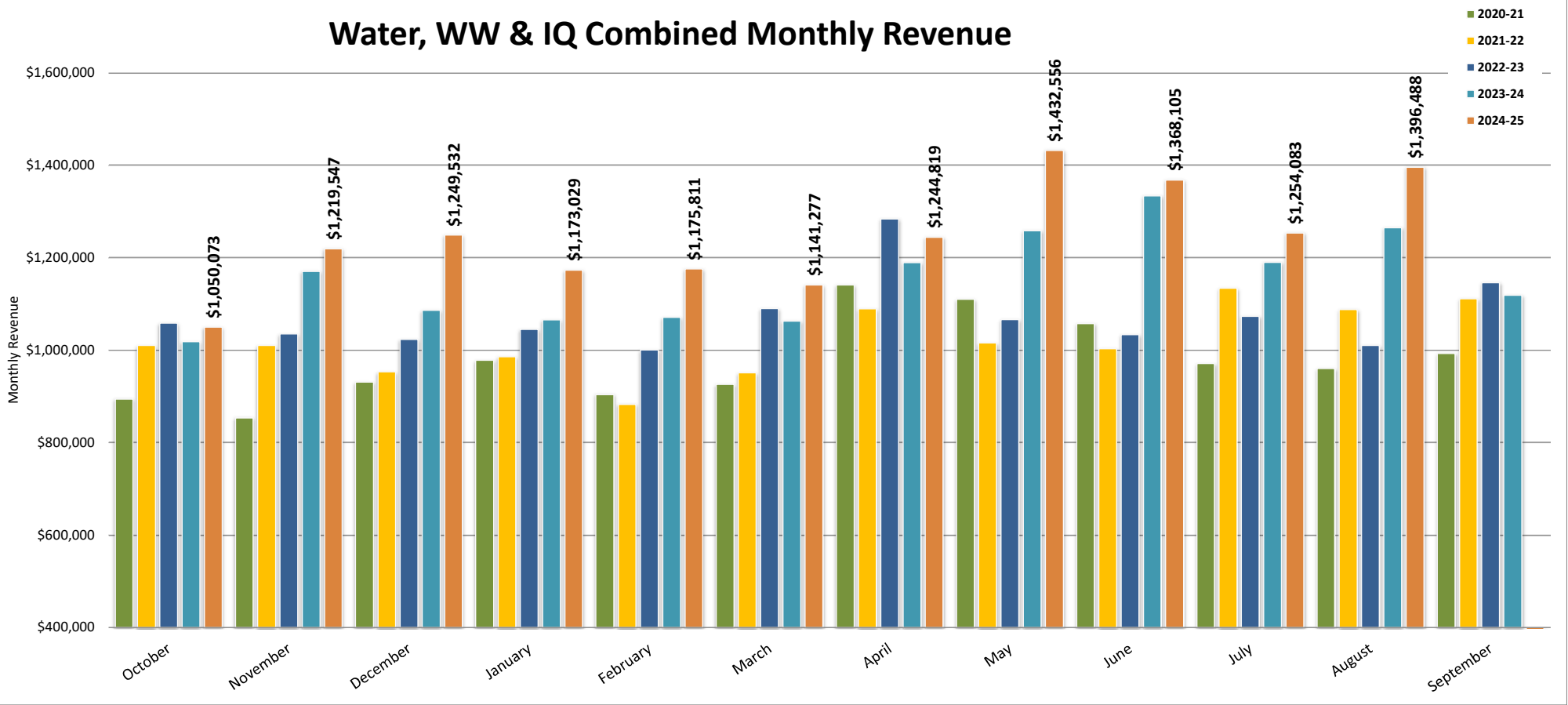
WW & IQ Monthly Revenue



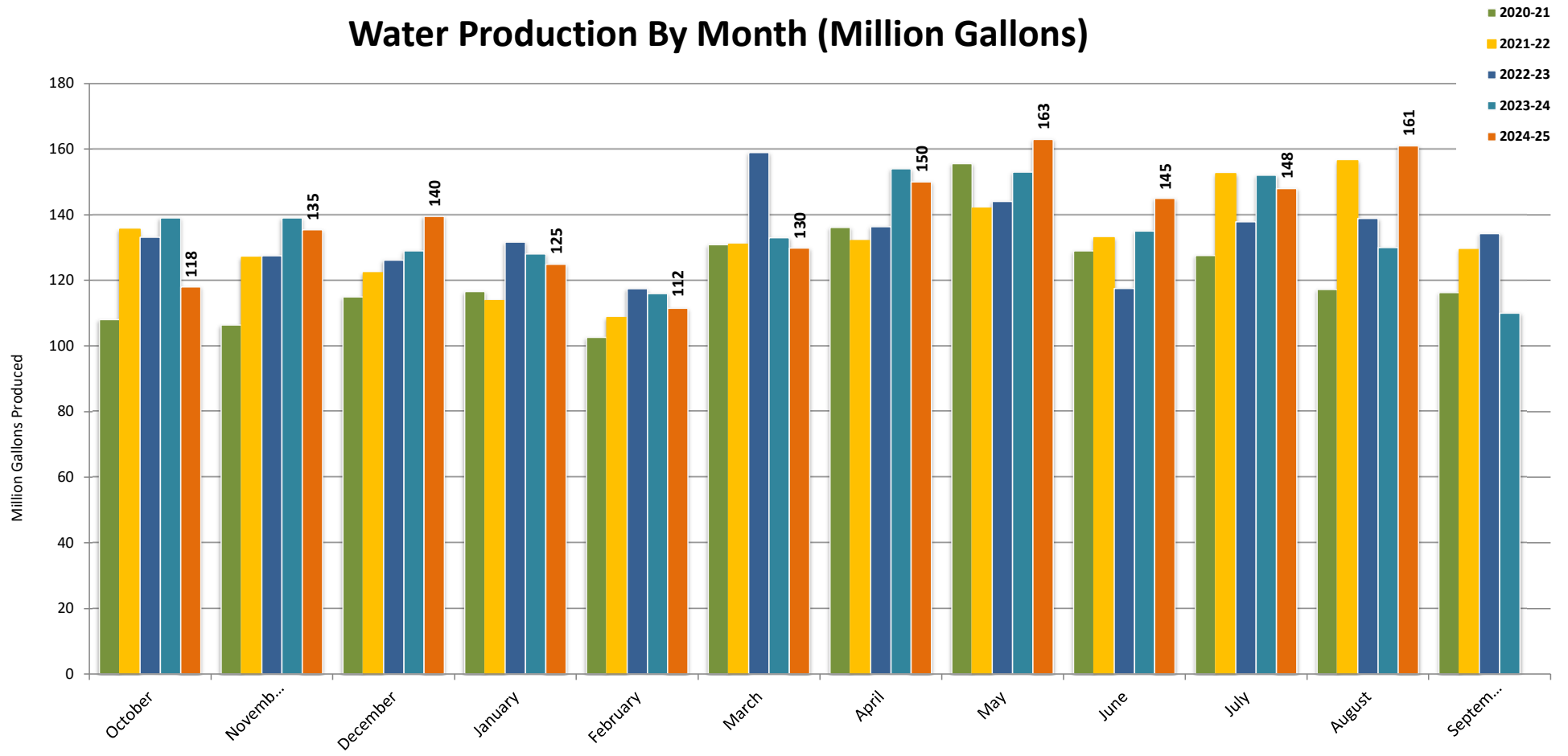
Water Revenue By Month

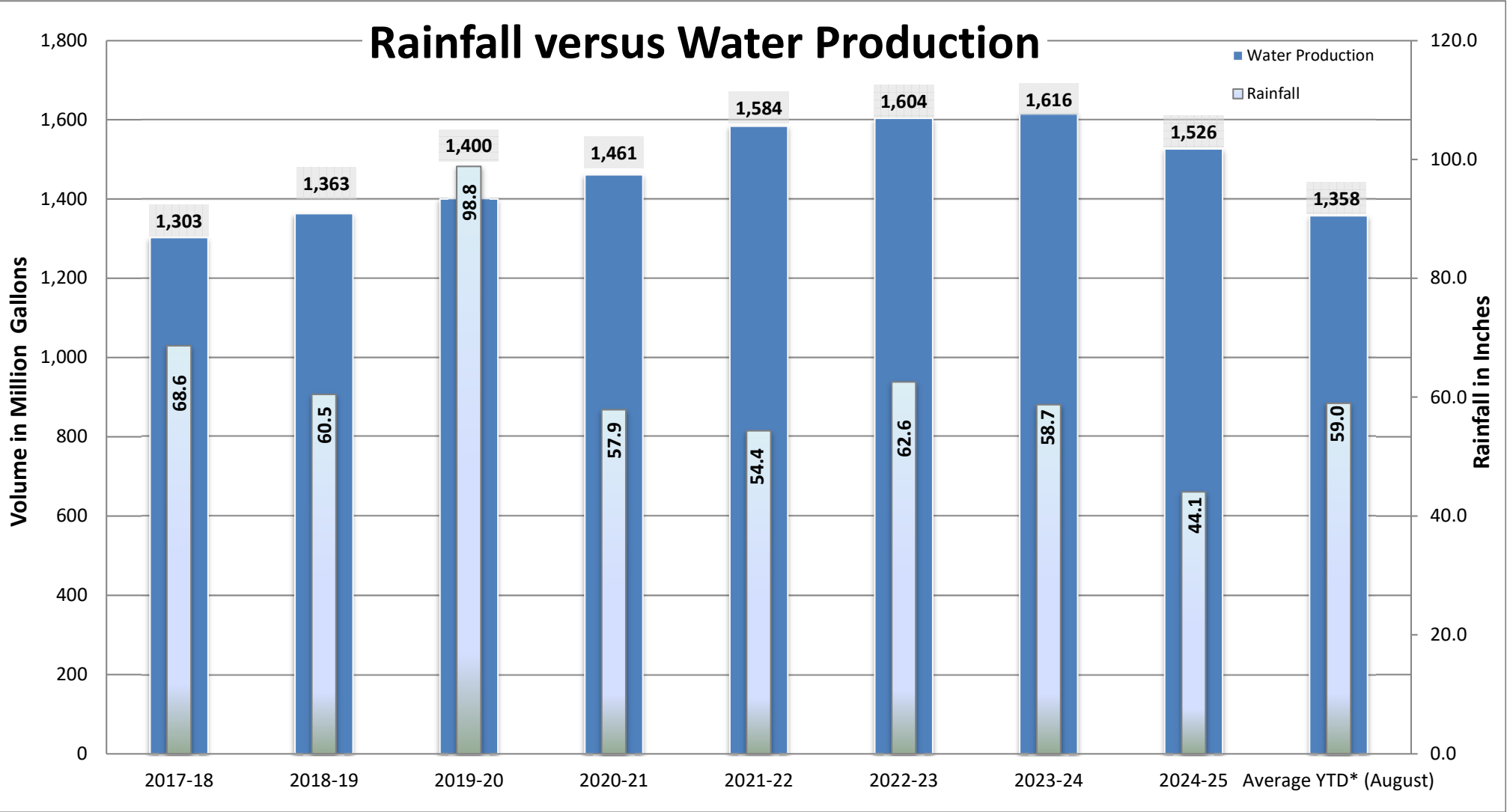


Water, WW & IQ Combined Monthly Revenue



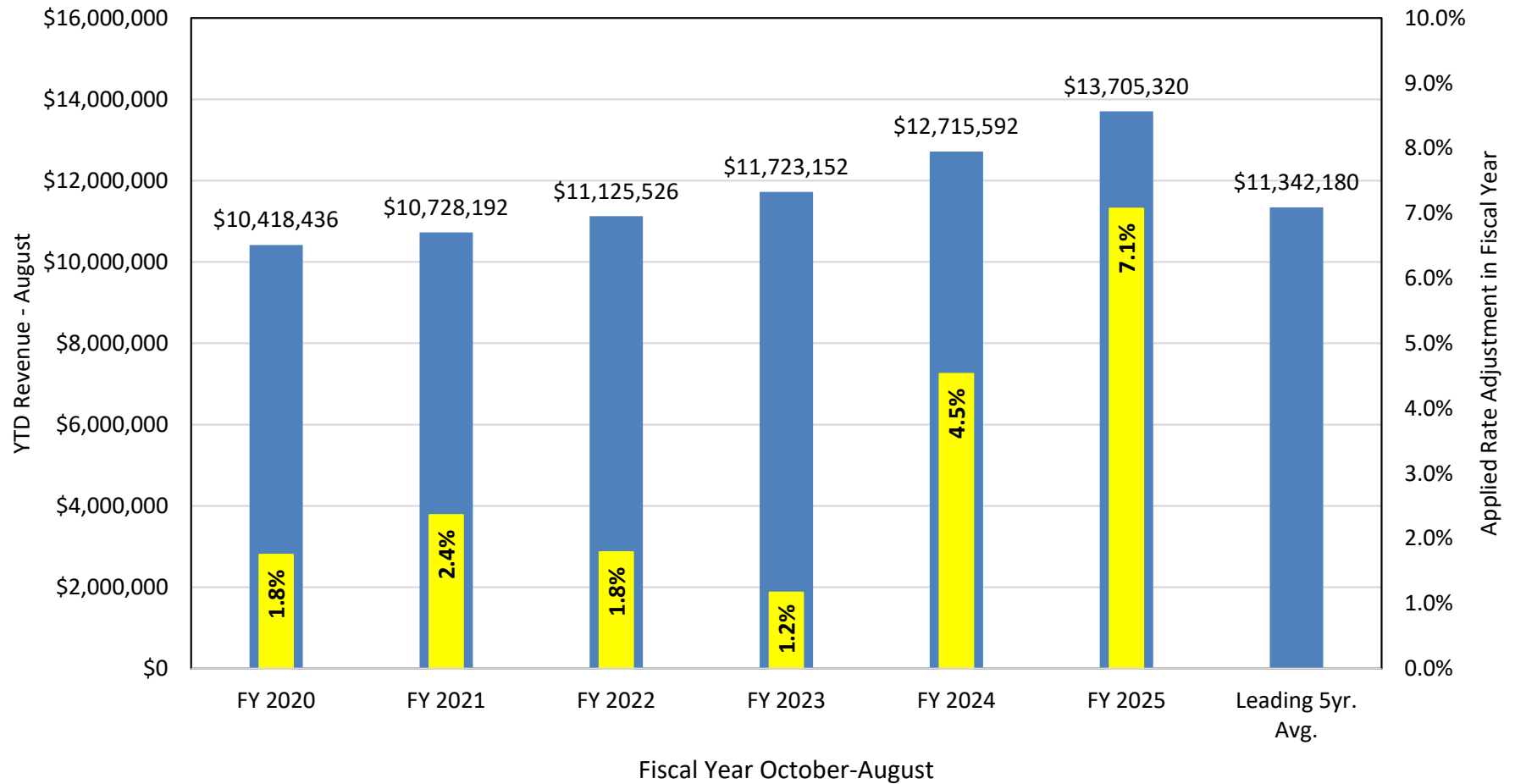
Water Production By Month (Million Gallons)





*Average of same months in prior fiscal years

YTD Comparison August 2025



**SOUTH MARTIN REGIONAL UTILITY
BUDGET FY 2025**

Account Description	FY 2025 Adopted Budget	2023-2024 Prior Year to Date 8/31/2024	2024-2025 Year to Date 8/31/2025	YTD 92% Target
Revenue				
Water Revenues	8,289,525	8,325,585	8,451,431	102%
Waste Water Revenue	3,836,108	3,441,524	3,586,954	94%
Other Services	647,399	756,846	1,064,569	164%
Grants and Donations	0	0	402,945	0%
Misc. Revenues/Interest Income	275,000	1,539,556	1,507,843	548%
Total Operating Revenues	13,048,032	14,063,512	15,013,741	115%
Connection Fees	110,000	286,883	635,042	577%
Contribution in Aid of Construction	620,000	0	122,430	20%
Transfer From Prior Yr Budget	2,923,628	0	0	0%
Transfer from Reserves	955,176	2,050,000	0	0%
Connection Fee Reserves	1,000,000	0	0	0%
Transfer from Debt Service	0	0	0	0%
Total Revenues	18,656,836	16,400,395	15,771,213	85%
Expenses				
Payroll	3,256,846	2,585,960	2,759,524	85%
Pension	438,261	86,717	33,188	8%
Benefits	1,018,922	762,072	884,332	87%
Total Personnel	4,714,029	3,434,749	3,677,044	78%
Total Operating	5,276,879	3,968,626	4,336,620	82%
Total Personnel and Operating	9,990,908	7,403,375	8,013,664	80%
Capital Fund (402)	620,000	73,942	125,260	20%
Capital Fund (406 & 407)	1,110,000	0	0	0%
Renewal & Replacement Fund (403)	5,055,928	2,418,872	1,602,078	32%
Debt Service Fund (404)	1,880,000	1,343,670	1,798,865	96%
Transfer from O&M (403, 404 Net)		2,050,000	0	
Total Non - Operating	8,665,928	5,886,484	3,526,203	41%
Total Expenses	18,656,836	13,289,859	11,539,867	62%
Total +/-	0	3,110,535	4,231,347	

BALANCE SHEET FOR TOWN OF JUPITER ISLAND
Period Ending 08/31/2025

GL Number	Description	Balance
Fund 401 - UTILITY OPERATIONS/MAINT FUND		
*** Assets ***		
401-000-101.000	CASH IN BANK-SEACOAST NATIONA	1,429,528.64
401-000-101.152	INVESTMENT POOL	19,877,354.06
401-000-101.154	INVESTMENT- FL PALM	500,000.00
401-000-101.155	INVESTMENT-SBA	7,999,235.87
401-000-101.158	INVESTMENT	2,875,557.54
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	538,712.79
401-000-117.000	ALLOWANCE FOR UNCOLLECTIBLE A	(75,778.30)
401-000-121.000	ASSESSMENTS	289,692.47
401-000-125.121	ASSESSMENT INTEREST RECEIVABL	3,196.38
401-000-131.001	DUE FROM GENERAL FUND	730.66
401-000-131.402	DUE FROM CAPITAL	5,740.00
401-000-131.606	DUE FROM CHRISTMAS FUND	57.69
401-000-141.001	INVENTORY	408,912.29
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	96,549.00
401-000-155.000	PREPAID ITEMS	41,577.73
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	6,950,976.33
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	36,920,000.22
401-000-164.902	WASTE WATER COLLECTION SYSTEM	27,380,228.73
401-000-164.903	WELLS	6,691,477.27
401-000-165.901	ACCUM DEP-WATER	(24,979,503.79)
401-000-165.902	ACCUM DEP-WASTE WATER	(17,729,514.30)
401-000-166.900	FURNITURE, FIXTURES& EQUIPMEN	3,496,298.94
401-000-166.901	EQUIPMENT-WATER	3,265,715.98
401-000-166.902	EQUIPMENT-WASTE WATER	3,580,703.70
401-000-167.900	A/D-FURNITURE, FIX., & EQUIP.	(3,049,700.69)
401-000-169.900	CONSTRUCTION WORK IN PROGRESS	3,339,155.35
	Total Assets	<u>100,004,124.76</u>
*** Liabilities ***		
401-000-202.000	ACCOUNTS PAYABLE	(23,594.29)
401-000-207.001	DUE TO GENERAL FUND	269,823.49
401-000-207.406	DUE TO WATER IMPACT FEES	3,600.00
401-000-207.407	DUE TO WASTEWATER IMPACT FEES	5,247.82
401-000-210.000	COMPENSATED ABSENCES	191,452.25
401-000-223.001	DEFERRED INFLOWS	148,214.00
401-000-224.903	UTILITY BOND PREMIUM	702,754.30
401-000-229.001	OVERPAYMENTS	32.98
401-000-232.902	UTILITY BOND PAYABLE 2020	26,030,000.00
401-000-237.001	OPEB LIABILITY	198,780.00
401-000-239.904	NOTE PAYABLE - BOA	9,378,298.61
401-000-239.905	NOTE PAYABLE - BOA	1,146,869.65
	Total Liabilities	<u>38,051,478.81</u>
*** Fund Balance ***		
401-000-276.000	NET ASSETS	<u>59,110,162.57</u>
	Net of Revenues VS Expenditures - Current Year	<u>2,842,483.38</u>
	Total Liabilities And Fund Balance	<u>100,004,124.76</u>

Schedule of Bond Coverage 2025

	FY 2025 Adopted Budget	Prior YTD 8/31/2024	YTD 8/31/2025
Operating Revenue			
Water Revenues	8,289,525	8,325,585	8,451,431
Waste Water Revenue	3,836,108	3,441,524	3,586,954
Other Services	647,399	756,846	1,064,569
Miscellaneous Revenues	275,000	1,539,556	1,910,788
Total Operating Revenues	13,048,032	14,063,512	15,013,741
Operating Expenses			
Payroll	3,256,846	2,585,960	2,759,524
Pension	438,261	86,717	33,188
Benefits	1,018,922	762,072	884,332
Total Personnel	4,714,029	3,434,749	3,677,044
Total Operating	5,276,879	3,968,626	4,336,620
Total Personnel and Operating Expenses	9,990,908	7,403,375	8,013,664
Net revenue available for debt service before connection fees	3,057,124	6,660,137	7,000,078
Connection Fees	110,000	286,883	635,042
Net revenue available for debt service including connection fees	3,167,124	6,947,020	7,635,120
Scheduled Debt Service	1,880,000	1,343,670	1,798,865
Debt service coverage before connection fees	1.63	4.96	3.89
Minimum required coverage 1.20			
Debt service coverage including connection fees	1.68	5.17	4.24

TOWN OF JUPITER ISLAND, FLORIDA

RESOLUTION NO. 935

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 2025/2026; 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 2025/2026 (“2025/2026 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 2025/2026 SMRU Budget, a copy of which is attached to this Resolution, is hereby adopted as the 2025/2026 SMRU Budget, and the amounts, as shown under their respective headings or designations in the 2025/2026 SMRU Budget, are hereby appropriated for conducting the business and operations of South Martin Regional Utility for the fiscal year beginning October 1, 2025 and ending September 30, 2026.

Section 2. The Town Manager, in the administration of the 2025/2026 SMRU Budget, is authorized to transfer such amount of the 2025/2026 SMRU Budget, Contingency Fund, as needed, to supplement items in the 2025/2026 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 2025/2026 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 2025/2026 SMRU Budget.

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

DULY ADOPTED the _____ day of _____, 2025

TOWN OF JUPITER ISLAND

Mayor

Vice Mayor

Commissioner

Commissioner

Commissioner

ATTEST:

Town Clerk

SOUTH MARTIN REGIONAL UTILITY FISCAL YEAR 2025-2026 BUDGET

Account Description	2024 Adopted Budget	2025 Adopted Budget	2026 Proposed Budget	% Change	Difference
Revenue					
Water Revenues	\$ 8,025,314	\$ 8,289,525	\$ 8,578,713	3.5%	\$ 289,188
Waste Water Revenue	\$ 3,715,719	\$ 3,836,108	\$ 3,921,654	2.2%	\$ 85,546
Other Services	\$ 623,856	\$ 647,399	\$ 716,338	10.6%	\$ 68,940
Miscellaneous Revenues	\$ 200,000	\$ 275,000	\$ 550,000	100.0%	\$ 275,000
Total Operating Revenues	\$ 12,564,889	\$ 13,048,032	\$ 13,766,705	5.5%	\$ 718,674
Connection Fees	\$ 110,000	\$ 110,000	\$ 110,000	0.0%	\$ -
Contribution in Aid of Construction	\$ 500,000	\$ 620,000	\$ 500,000	-19.4%	\$ (120,000)
Transfer From Prior Yr Budget	\$ 2,090,000	\$ 2,923,628	\$ 2,906,483	-0.6%	\$ (17,145)
Transfer From Reserves (403 R&R)	\$ 2,918,106	\$ 955,176	\$ 2,521,734	164.0%	\$ 1,566,558
Connection Fee Reserves	\$ 1,400,000	\$ 1,000,000	\$ 1,000,000	0.0%	\$ -
Total Revenues	\$ 19,582,996	\$ 18,656,836	\$ 20,804,922	11.5%	\$ 2,148,086
Personnel Expenses					
Payroll	\$ 2,938,038	\$ 3,256,846	\$ 3,526,470	8.3%	\$ 269,624
Pension	\$ 397,350	\$ 438,261	\$ 477,827	9.0%	\$ 39,566
Benefits	\$ 968,940	\$ 1,018,922	\$ 1,048,590	2.9%	\$ 29,668
Total Personnel	\$ 4,304,328	\$ 4,714,029	\$ 5,052,887	7.2%	\$ 338,858
Operating Expenses					
Professional Services	\$ 447,500	\$ 712,500	\$ 1,150,500	61.5%	\$ 438,000
Plant / Field Operations	\$ 2,908,000	\$ 2,992,500	\$ 3,124,000	4.4%	\$ 131,500
General Operation	\$ 503,300	\$ 517,800	\$ 549,300	6.1%	\$ 31,500
Insurance, Fees and Other	\$ 892,759	\$ 1,054,079	\$ 1,109,283	5.2%	\$ 55,204
Total Operating	\$ 4,751,559	\$ 5,276,879	\$ 5,933,083	12.4%	\$ 656,204
Total Personnel and Operating	\$ 9,055,887	\$ 9,990,908	\$ 10,985,970	10.0%	\$ 995,062
Non - Operating Expenses					
Capital Fund (401)	\$ 14,109	\$ -	\$ -	0.0%	\$ -
Capital Fund (402, 406, 407)	\$ 2,010,000	\$ 1,730,000	\$ 1,610,000	-6.9%	\$ (120,000)
Renewal & Replacement Fund - (403)	\$ 6,665,000	\$ 5,055,928	\$ 6,240,052	23.4%	\$ 1,184,124
Debt Service Fund (404)	\$ 1,838,000	\$ 1,880,000	\$ 1,968,900	4.7%	\$ 88,900
Total Non - Operating	\$ 10,513,000	\$ 8,665,928	\$ 9,818,952	13.3%	\$ 1,153,024
Total Expenses	\$ 19,582,996	\$ 18,656,836	\$ 20,804,922	11.5%	\$ 2,148,086

SOUTH MARTIN REGIONAL UTILITY

**FISCAL YEAR 2025-2026
PROPOSED ANNUAL BUDGET**

9/19/2025

**SOUTH MARTIN REGIONAL UTILITY
FISCAL YEAR 2025-2026
PROPOSED BUDGET**

Account Description	2024 Adopted Budget	2025 Adopted Budget	2026 Proposed Budget	% Change	Difference
Revenue					
Water Revenues	\$ 8,025,314	\$ 8,289,525	\$ 8,578,713	3.5%	\$ 289,188
Waste Water Revenue	\$ 3,715,719	\$ 3,836,108	\$ 3,921,654	2.2%	\$ 85,546
Other Services	\$ 623,856	\$ 647,399	\$ 716,338	10.6%	\$ 68,940
Miscellaneous Revenues	\$ 200,000	\$ 275,000	\$ 550,000	100.0%	\$ 275,000
Total Operating Revenues	\$ 12,564,889	\$ 13,048,032	\$ 13,766,705	5.5%	\$ 718,674
Connection Fees	\$ 110,000	\$ 110,000	\$ 110,000	0.0%	\$ -
Contribution in Aid of Construction	\$ 500,000	\$ 620,000	\$ 500,000	-19.4%	\$ (120,000)
Transfer From Prior Yr Budget	\$ 2,090,000	\$ 2,923,628	\$ 2,906,483	-0.6%	\$ (17,145)
Transfer From Reserves (403 R&R)	\$ 2,918,106	\$ 955,176	\$ 2,521,734	164.0%	\$ 1,566,558
Connection Fee Reserves	\$ 1,400,000	\$ 1,000,000	\$ 1,000,000	0.0%	\$ -
Total Revenues	\$ 19,582,996	\$ 18,656,836	\$ 20,804,922	11.5%	\$ 2,148,086
Personnel Expenses					
Payroll	\$ 2,938,038	\$ 3,256,846	\$ 3,526,470	8.3%	\$ 269,624
Pension	\$ 397,350	\$ 438,261	\$ 477,827	9.0%	\$ 39,566
Benefits	\$ 968,940	\$ 1,018,922	\$ 1,048,590	2.9%	\$ 29,668
Total Personnel	\$ 4,304,328	\$ 4,714,029	\$ 5,052,887	7.2%	\$ 338,858
Operating Expenses					
Professional Services	\$ 447,500	\$ 712,500	\$ 1,150,500	61.5%	\$ 438,000
Plant / Field Operations	\$ 2,908,000	\$ 2,992,500	\$ 3,124,000	4.4%	\$ 131,500
General Operation	\$ 503,300	\$ 517,800	\$ 549,300	6.1%	\$ 31,500
Insurance, Fees and Other	\$ 892,759	\$ 1,054,079	\$ 1,109,283	5.2%	\$ 55,204
Total Operating	\$ 4,751,559	\$ 5,276,879	\$ 5,933,083	12.4%	\$ 656,204
Total Personnel and Operating	\$ 9,055,887	\$ 9,990,908	\$ 10,985,970	10.0%	\$ 995,062
Non - Operating Expenses					
Capital Fund (401)	\$ 14,109	\$ -	\$ -	0.0%	\$ -
Capital Fund (402, 406, 407)	\$ 2,010,000	\$ 1,730,000	\$ 1,610,000	-6.9%	\$ (120,000)
Renewal & Replacement Fund - (403)	\$ 6,665,000	\$ 5,055,928	\$ 6,240,052	23.4%	\$ 1,184,124
Debt Service Fund (404)	\$ 1,838,000	\$ 1,880,000	\$ 1,968,900	4.7%	\$ 88,900
Total Non - Operating	\$ 10,513,000	\$ 8,665,928	\$ 9,818,952	13.3%	\$ 1,153,024
Total Expenses	\$ 19,582,996	\$ 18,656,836	\$ 20,804,922	11.5%	\$ 2,148,086

UTILITY OPERATING FUND 401 - REVENUE

GL Number	Description	2024 Adopted Budget	2025 Adopted Budget	2026 Proposed Budget	% Change	Difference
401-000-343.311	WATER USAGE	\$ 8,000,314	\$ 8,259,525	\$ 8,543,713	3.44%	\$ 284,188
401-000-343.312	Water Installation/Maintenance	\$ 25,000	\$ 30,000	\$ 35,000	16.67%	\$ 5,000
401-000-343.313	FIRE PROTECTION	\$ 85,000	\$ 90,000	\$ 110,000	22.22%	\$ 20,000
401-000-343.511	WASTEWATER-USAGE	\$ 3,715,719	\$ 3,836,108	\$ 3,921,654	2.23%	\$ 85,546
401-000-343.912	AGRF	\$ 80,000	\$ 80,000	\$ 90,000	12.50%	\$ 10,000
401-000-343.913	IQ WATER	\$ 370,856	\$ 389,399	\$ 428,338	10.00%	\$ 38,940
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-BILLING FEES	\$ 23,000	\$ 23,000	\$ 23,000	0.00%	\$ -
401-000-361.100	INTEREST	\$ 150,000	\$ 225,000	\$ 500,000	122.22%	\$ 275,000
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	\$ 2,918,106	\$ 955,176	\$ 2,521,734	164.01%	\$ 1,566,558
Total Revenue:		\$ 15,482,995	\$ 14,003,208	\$ 16,288,439	16.32%	\$ 2,285,232

UTILITY OPERATING FUND 401 - EXPENSES

GL Number	Description	2024 Adopted Budget	2025 Adopted Budget	2026 Proposed Budget	% Change	Difference
--- Appropriations ---						
SALARY AND WAGES						
401-000-512.100	REGULAR SALARIES & WAGES	\$ 2,649,000	\$ 2,856,450	\$ 3,089,273	8.2%	\$ 232,823
401-000-513.100	EDUCATION/LICENSE INCENTIVES	\$ -	\$ 65,290	\$ 78,348	20.0%	\$ 13,058
401-000-514.100	OVERTIME	\$ 68,250	\$ 91,663	\$ 96,246	5.0%	\$ 4,583
401-000-515.104	AUTO ALLOWANCE	\$ 12,000	\$ 12,000	\$ 12,000	0.0%	\$ -
401-000-521.100	FICA TAXES	\$ 169,214	\$ 187,575	\$ 203,104	8.3%	\$ 15,529
401-000-521.101	MEDICARE TAXES	\$ 39,574	\$ 43,868	\$ 47,500	8.3%	\$ 3,632
Total 'SALARY AND WAGES':		\$ 2,938,038	\$ 3,256,846	\$ 3,526,470	8.3%	\$ 269,624
						\$ -
BENEFITS						
401-000-522.101	PENSION CONTRIBUTIONS-DCP	\$ 397,350	\$ 438,261	\$ 477,827	9.0%	\$ 39,566
401-000-523.100	HEALTH INSURANCE	\$ 798,250	\$ 838,163	\$ 854,926	2.0%	\$ 16,763
401-000-523.101	LONG-TERM DISABILITY INSURANCE	\$ 7,875	\$ 8,269	\$ 8,600	4.0%	\$ 331
401-000-523.102	DENTAL INSURANCE	\$ 16,585	\$ 17,414	\$ 18,111	4.0%	\$ 697
401-000-523.103	LIFE INSURANCE	\$ 11,770	\$ 12,359	\$ 12,853	4.0%	\$ 494
401-000-523.106	CAFETERIA PLAN	\$ 64,200	\$ 67,410	\$ 70,106	4.0%	\$ 2,696
401-000-523.107	SHORT-TERM DISABILITY	\$ 8,560	\$ 8,988	\$ 9,348	4.0%	\$ 360
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	\$ 46,200	\$ 50,820	\$ 59,147	16.4%	\$ 8,327
401-000-525.100	UNEMPLOYMENT COMPENSATION	\$ 8,000	\$ 8,000	\$ 8,000	0.0%	\$ -
Total 'BENEFITS':		\$ 1,366,290	\$ 1,457,183	\$ 1,526,417	4.8%	\$ 69,234
						\$ -
OPERATING						
401-000-531.100	PROF SVCS-LEGAL/GENERAL	\$ 120,000	\$ 120,000	\$ 125,000	4.2%	\$ 5,000
401-000-531.105	PROF SVCS-ENG CONSULTANTS	\$ 185,000	\$ 450,000	\$ 633,000	40.7%	\$ 183,000
401-000-531.109	PROF SVCS-BUSINESS	\$ 45,000	\$ 45,000	\$ 195,000	333.3%	\$ 150,000
401-000-531.113	PROF SVCS-CONSULTING	\$ -	\$ -	\$ 25,000	0.0%	\$ 25,000
401-000-532.100	PROF SVCS-AUDITING/ACTUARIAL	\$ 40,000	\$ 40,000	\$ 40,000	0.0%	\$ -
401-000-532.101	PROF SVCS-FINANCIAL	\$ 57,500	\$ 57,500	\$ 132,500	130.4%	\$ 75,000
401-000-534.112	CONT SVCS-INFOTECH	\$ 50,000	\$ 65,000	\$ 75,000	15.4%	\$ 10,000
401-000-534.116	CONTR SVCS-SOFTWARE	\$ -	\$ -	\$ 20,000	0.0%	\$ 20,000
401-000-534.115	CONT SVCS-GROUNDS MAINTENANCE	\$ 59,000	\$ 65,000	\$ 72,000	10.8%	\$ 7,000
401-000-534.125	CONTRACTED SVCS-GENERAL OPERATIONS	\$ 80,000	\$ 90,000	\$ 96,500	7.2%	\$ 6,500
401-000-534.126	CONTRACTED SVCS-RO PLANT OPERATIONS	\$ 20,000	\$ 20,000	\$ 30,000	50.0%	\$ 10,000
401-000-534.127	CONTRACTED SVCS-SLUDGE REMOVAL	\$ 175,000	\$ 190,000	\$ 260,000	36.8%	\$ 70,000
401-000-534.129	CONTRACTED SVCS-WELL TESTING	\$ 30,000	\$ 35,000	\$ 40,000	14.3%	\$ 5,000
401-000-534.130	CONTRACT SVCS-CHEMICAL>90,000	\$ 975,000	\$ 975,000	\$ 910,000	-6.7%	\$ (65,000)
401-000-534.131	CONTRACTED SVCS-GROUND WATERS	\$ 15,000	\$ 15,000	\$ 10,000	-33.3%	\$ (5,000)
401-000-534.132	CONTRACTED SVCS-TEQUESTA WATER	\$ 30,000	\$ 30,000	\$ 108,000	260.0%	\$ 78,000
401-000-534.133	LABS	\$ 115,000	\$ 126,000	\$ 120,000	-4.8%	\$ (6,000)
401-000-534.134	CONTRACTED SVCS-SYSTEM MAPS	\$ 40,000	\$ 40,000	\$ 35,000	-12.5%	\$ (5,000)
401-000-540.100	TRAVEL & PER DIEM	\$ 8,000	\$ 8,000	\$ 8,000	0.0%	\$ -
401-000-541.100	TELEPHONE	\$ 47,500	\$ 51,000	\$ 56,000	9.8%	\$ 5,000
401-000-542.100	POSTAGE	\$ 4,300	\$ 4,300	\$ 4,300	0.0%	\$ -
401-000-543.100	UTILITIES-ELECTRIC	\$ 754,000	\$ 754,000	\$ 725,000	-3.8%	\$ (29,000)
401-000-544.100	LEASE EXPENSE	\$ 11,000	\$ 11,000	\$ 5,000	-54.5%	\$ (6,000)
401-000-545.100	LIABILITY, PROPERTY & BOND INSURANCE	\$ 325,000	\$ 450,000	\$ 475,000	5.6%	\$ 25,000
401-000-546.100	EQUIPMENT MAINTENANCE	\$ 1,000	\$ 1,000	\$ 3,500	250.0%	\$ 2,500
401-000-546.104	REPAIR/MAINT-BUILDING	\$ 45,000	\$ 55,000	\$ 55,000	0.0%	\$ -
401-000-546.105	REPAIR/MAINT.-WATER	\$ 120,000	\$ 120,000	\$ 140,000	16.7%	\$ 20,000
401-000-546.106	REPAIR/MAINT.-WASTEWATER	\$ 60,000	\$ 60,000	\$ 75,000	25.0%	\$ 15,000
401-000-546.107	REPAIR/MAINT.-INFRASTRUCTURE	\$ 300,000	\$ 320,000	\$ 320,000	0.0%	\$ -
401-000-546.108	REPAIR/MAINT.-GENERATOR	\$ 70,000	\$ 70,000	\$ 70,000	0.0%	\$ -
401-000-546.109	VEHICLE MAINTENANCE	\$ 49,000	\$ 54,000	\$ 56,000	3.7%	\$ 2,000
401-000-549.100	OTHER MISC CHGS & OBLIGATIONS	\$ 6,000	\$ 6,000	\$ 10,000	66.7%	\$ 4,000

401-000-549.101	PUBLIC RELATIONS	\$ 18,000	\$ 15,000	\$ 15,000	0.0%	\$ -
401-000-549.102	BANK CHARGES	\$ 500	\$ 500	\$ 500	0.0%	\$ -
401-000-549.110	PERMITTING	\$ 35,000	\$ 35,000	\$ 42,000	20.0%	\$ 7,000
401-000-549.115	ADMINISTRATION MGMT FEES	\$ 567,759	\$ 604,079	\$ 634,283	5.0%	\$ 30,204
401-000-549.116	BILLING/INFOSEND/LOCKBOX	\$ 94,000	\$ 94,000	\$ 97,000	3.2%	\$ 3,000
401-000-549.126	BAD DEBTS-UTILITIES	\$ 2,000	\$ 2,000	\$ 2,000	0.0%	\$ -
401-000-549.128	PERSONNEL SERVICES	\$ -	\$ -	\$ 2,000	0.0%	\$ 2,000
401-000-549.129	OPERATIONAL UNANTICIPATED	\$ 25,000	\$ 25,000	\$ 25,000	0.0%	\$ -
401-000-551.100	OFFICE/COMPUTER SUPPLIES	\$ 19,000	\$ 25,000	\$ 30,000	20.0%	\$ 5,000
401-000-551.101	JANITORIAL	\$ -	\$ -	\$ 3,000	0.0%	\$ 3,000
401-000-552.101	GASOLINE, DIESEL & OIL	\$ 81,000	\$ 75,000	\$ 75,000	0.0%	\$ -
401-000-552.103	UNIFORMS	\$ 17,000	\$ 15,000	\$ 15,000	0.0%	\$ -
401-000-552.105	SMALL TOOLS & EQUIPMENT	\$ 21,000	\$ 21,000	\$ 25,000	19.0%	\$ 4,000
401-000-552.109	SAFETY COMMITTEE EXPENSE	\$ 2,000	\$ 2,000	\$ 2,000	0.0%	\$ -
401-000-554.100	BOOKS,PUBS,SUBS & MEMBERSHIPS	\$ 7,000	\$ 8,000	\$ 8,000	0.0%	\$ -
401-000-555.100	PERSONNEL TRAINING	\$ 15,000	\$ 17,500	\$ 17,500	0.0%	\$ -
401-000-599.900	CONTINGENCY	\$ 10,000	\$ 10,000	\$ 10,000	0.0%	\$ -
Total 'OPERATING':		\$ 4,751,559	\$ 5,276,879	\$ 5,933,083	12.4%	\$ 656,204
						\$ -
CAPITAL						\$ -
401-000-564.100	MACHINERY & EQUIPMENT	\$ 14,109	\$ -	\$ -	0.0%	\$ -
Total 'CAPITAL':		\$ 14,109	\$ -	\$ -	0.0%	\$ -
						\$ -
INTERFUND TRANSFERS						\$ -
401-000-591.403	TRANSFER TO R&R	\$ 6,665,000	\$ 5,055,928	\$ 6,240,052	23.4%	\$ 1,184,124
401-000-591.404	TRANSFER TO DEBT SERVICE	\$ 1,838,000	\$ 1,880,000	\$ 1,968,900	4.7%	\$ 88,900
Total 'INTERFUND TRANSFERS':		\$ 8,503,001	\$ 6,935,928	\$ 8,208,952	18.4%	\$ 1,273,024
						\$ -
Total 'APPROPRIATIONS':		\$ 17,572,997	\$ 16,926,836	\$ 19,194,922	13.4%	\$ 2,268,086

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

GL Number	Description	2024 Adopted Budget	2025 Adopted Budget	2026 Proposed Budget	% Change	Difference
REVENUE						
402-000-337.302	COUNTY GRANT-PETTWAY/KINGSWAY	\$ -	\$ 120,000	\$ -	-100.00%	\$ (120,000)
402-000-381-401	TRANSFER FROM O&M-SEPTIC TO SEWER	\$ 500,000	\$ 500,000	\$ 500,000	0.00%	\$ -
TOTAL REVENUES		\$ 500,000	\$ 620,000	\$ 500,000	-19.35%	\$ (120,000)
--- Appropriations ---						
CAPITAL EXPENSES						
402-412-563.102	WATER LINES-PETTWAY/KINGSWAY	\$ -	\$ 120,000	\$ -	-100.00%	\$ (120,000)
402-413-564.146	WW PROJECTS-SEPTIC TO SEWER	\$ 500,000	\$ 500,000	\$ 500,000	0.00%	\$ -
TOTAL CAPITAL EXPENSES		\$ 500,000	\$ 620,000	\$ 500,000	-19.35%	\$ 120,000

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

GL Number	Description	2024 Adopted Budget	2025 Adopted Budget	2026 Proposed Budget	% Change	Difference
REVENUE						
403-000-381-401	TRANSFER FROM O&M	\$ 6,665,000	\$ 5,055,928	\$ 6,240,052	23.42%	\$ 1,184,124
TOTAL REVENUES		\$ 6,665,000	\$ 5,055,928	\$ 6,240,052	23.42%	\$ 1,184,124
--- Appropriations ---						
CAPITAL EXPENSES						
403-412-562.104	BUILDING IMPROVEMENTS	\$ 210,000	\$ 160,000	\$ 275,000	71.88%	\$ 115,000
403-412-563.102	WATER LINES	\$ 125,000	\$ 125,000	\$ 680,000	444.00%	\$ 555,000
403-412-563.104	SYSTEM REPAIRS (OVER \$1,000)	\$ 150,000	\$ 150,000	\$ 100,000	-33.33%	\$ (50,000)
403-412-564.100	MACHINERY & EQUIPMENT	\$ 110,000	\$ 110,000	\$ 75,000	-31.82%	\$ (35,000)
403-412-564.106	VEHICLES	\$ 80,000	\$ 148,244	\$ 305,916	106.36%	\$ 157,672
403-412-564.107	WATER METERS	\$ 75,000	\$ 125,000	\$ 125,000	0.00%	\$ -
403-412-564.108	HYDRANTS & VALVES	\$ 25,000	\$ 75,000	\$ 25,000	-66.67%	\$ (50,000)
403-412-564.109	SOUTH WELLFIELD IMPROVEMENTS	\$ 50,000	\$ 50,000	\$ 25,000	-50.00%	\$ (25,000)
403-412-564.110	REMEDICATION EASTERNWELLFIELD	\$ 10,000	\$ 10,000	\$ 20,000	100.00%	\$ 10,000
403-412-564.111	NORTH WELLFIELD IMPROVEMENTS	\$ 50,000	\$ 50,000	\$ 125,000	150.00%	\$ 75,000
403-412-564.124	WATER PROJECTS	\$ 3,890,000	\$ 1,360,000	\$ 1,271,190	-6.53%	\$ (88,810)
403-413-563.103	WASTEWATER LINES	\$ 100,000	\$ 100,000	\$ 400,000	300.00%	\$ 300,000
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	\$ 280,384	\$ 158,000	-43.65%	\$ (122,384)
403-413-564.114	LIFT STATION UPGRADES	\$ 180,000	\$ 180,000	\$ 340,000	88.89%	\$ 160,000
403-413-564.118	DIFUSED AIR & FILTRATIONS	\$ 20,000	\$ 20,000	\$ 1,310,000	6450.00%	\$ 1,290,000
403-413-564.121	WWTP IMPROVEMENTS-GENERAL	\$ 90,000	\$ 152,300	\$ 400,000	162.64%	\$ 247,700
403-413-564.124	WW PROJECTS	\$ 1,350,000	\$ 1,910,000	\$ 554,946	-70.95%	\$ (1,355,054)
TOTAL CAPITAL EXPENSES		\$ 6,665,000	\$ 5,055,928	\$ 6,240,052	23.42%	\$ 1,184,124

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

GL Number	Description	2024 Adopted Budget	2025 Adopted Budget	2026 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	\$ 1,000,000	0.00%	\$ -
TOTAL REVENUES		\$ 1,025,000	\$ 1,025,000	\$ 1,025,000	0.00%	\$ -
CAPITAL EXPENSES						
406-000-564.124	EXPANSION PROJECTS(Degas/Clearwell)	\$ 1,000,000	\$ 1,000,000	\$ 1,000,000	0.00%	\$ -
406-000-563.102	WATER LINES	\$ 25,000	\$ 25,000	\$ 25,000	0.00%	\$ -
TOTAL CAPITAL EXPENSES		\$ 1,025,000	\$ 1,025,000	\$ 1,025,000	0.00%	\$ -

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

GL Number	Description	2024 Adopted Budget	2025 Adopted Budget	2026 Proposed Budget	% Change	Difference
REVENUE						
407-000-343.948	CONNECTION FEES	\$ 85,000	\$ 85,000	\$ 85,000	0.00%	\$ -
407-000-381-001	TRANSFER FROM CAPITAL RESERVES	\$ 400,000	\$ -	\$ -	0.00%	\$ -
TOTAL REVENUES		\$ 485,000	\$ 85,000	\$ 85,000	0.00%	\$ -
CAPITAL EXPENSES						
407-000-563.103	WASTEWATER LINES	\$ 85,000	\$ 85,000	\$ 85,000	0.00%	\$ -
407-000-564.113	WWTP IMPROVE-EXPANSION DESIGN	\$ 400,000	\$ -	\$ -	0.00%	\$ -
TOTAL CAPITAL EXPENSES		\$ 485,000	\$ 85,000	\$ 85,000	0.00%	\$ -

Schedule of Bond Coverage

Operating Revenue	2024 Adopted Budget	2025 Adopted Budget	2026 Proposed Budget	% Change	Difference
Water Revenues	\$ 8,025,314	\$ 8,289,525	\$ 8,578,713	3.49%	\$ 289,188
Waste Water Revenue	\$ 3,715,719	\$ 3,836,108	\$ 3,921,654	2.23%	\$ 85,546
Other Services	\$ 623,856	\$ 647,399	\$ 716,338	10.65%	\$ 68,940
Miscellaneous Revenues	\$ 200,000	\$ 275,000	\$ 550,000	100.00%	\$ 275,000
Total Operating Revenues	\$ 12,564,889	\$ 13,048,032	\$ 13,766,705	5.51%	\$ 718,674
Personnel Expenses					
Payroll	\$ 2,938,038	\$ 3,256,846	\$ 3,526,470	8.28%	\$ 269,624
Pension	\$ 397,350	\$ 438,261	\$ 477,827	9.03%	\$ 39,566
Benefits	\$ 968,940	\$ 1,018,922	\$ 1,048,590	2.91%	\$ 29,668
Total Personnel	\$ 4,304,328	\$ 4,714,029	\$ 5,052,887	7.19%	\$ 338,858
Operating Expenses					
Professional Services	\$ 447,500	\$ 712,500	\$ 1,150,500	61.47%	\$ 438,000
Plant / Field Operations	\$ 2,908,000	\$ 2,992,500	\$ 3,124,000	4.39%	\$ 131,500
General Operation	\$ 503,300	\$ 517,800	\$ 549,300	6.08%	\$ 31,500
Insurance, Fees and Other	\$ 892,759	\$ 1,054,079	\$ 1,109,283	5.24%	\$ 55,204
Total Operating	\$ 4,751,559	\$ 5,276,879	\$ 5,933,083	12.44%	\$ 656,204
Total Personnel and Operating Expenses	\$ 9,055,887	\$ 9,990,908	\$ 10,985,970	9.96%	\$ 995,062
Renewal and Replacement (Not Required in calculation)	\$ 6,665,000	\$ 5,055,928	\$ 6,240,052	23.42%	\$ 1,184,124
Net revenue available for debt service before connection fees	\$ 3,509,003	\$ 3,057,124	\$ 2,780,735	-9.04%	\$ (276,389)
Connection Fees	\$ 110,000	\$ 110,000	\$ 110,000	0.00%	\$ -
Net revenue available for debt service including connection fees	\$ 3,619,003	\$ 3,167,124	\$ 2,890,735	-8.73%	\$ (276,389)
Scheduled Debt Service	\$ 1,838,000	\$ 1,880,000	\$ 1,968,900	4.73%	\$ 88,900
Debt service coverage before connection fees	1.91	1.63	1.41		
Minimum required coverage 1.20					
Debt service coverage including connection fees	1.97	1.68	1.47		



**SOUTH MARTIN
REGIONAL UTILITY**

MEMORANDUM

To: Mayor & Town Commission

Through: Robert Garlo, Town Manager

CC: Kimberly Kogos, Town Clerk

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

RE: **Bid Award – ITB 2025-07 SMRU FY25-26 Chemical Bids**

Date: 9/19/2025

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 FY25/26 reflect an aggregated 4% price increase, based upon the SMRU projected annual consumption of chemicals. Accounting for cost increases and decreases since 2022, the overall cost increase over 2022 pricing is 29% for the projected fiscal year. Total projected FY 25/26 cost of all bulk chemicals as bid is \$799K. Staff recommend 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:

<u>Vendor</u>	<u>Projected Annual Cost</u>	<u>Requested Spending Authority</u>
Harcros Chemicals	\$50,682.50	\$55,000
Hawkins Chemicals	\$66,000	\$70,000
Odyssey Manufacturing	\$511,750	\$520,000
SNF Polydyne	\$21,600	\$25,000
ITNA	\$149,190	\$155,000
<u>Total:</u>	\$799,222.50	\$825,000

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

REQUESTED ACTION

Staff recommend that the SMRU Board accept all bids as presented, and award contracts to all responsive bidders, and 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.

**South Martin Regional Utility
2025 - 2026 Chemical Bids - ITB # 2025-07**

Chemical	Delivery/ Packaging	Annual usage	Per Unit	Bid #1		Bid #2		Bid #3	
				Price	Supplier	Price	Supplier	Price	Supplier
Citric Acid Anhydrous	Bag	12,000	Pound	\$ 1.39	Harcros	\$ 1.65	Riverland	\$ 1.81	Hawkins
Ethylenediaminetetraacetic Acid (EDTA)	55 gal Drum	1,450	Pound	\$ 0.95	Harcros				
** Ortho Polyphosphate (ClearFlow PT 2536 or equivalent)	On-Site Tank	50,000	Pound	\$ 1.32	Hawkins				
*** Polymer (CLARIFLOC SE -1233 or equivalent)	55 gal Drum	16,000	Pound	\$ 1.35	Polydyne				
PWT Titan ASD 200 (RO Antisclant)	55 gal Drum	9,500	Pound	\$ 1.95	Harcros				
Sodium Hydroxide - 25% Membrane Grade (Caustic Soda)	On-Site Tank	135,000	Pound AND Gallon	\$ 1.39	Harcros	\$ 1.42	Odyssey		
Sodium Hypochlorite - 12% (Bleach)	On-Site Tank	185,000	Gallon	\$ 1.73	Odyssey				
Sodium Tripoly Phosphate (STPP)	Bag	4,000	Pound	\$ 1.35	Harcros	\$ 1.84	Hawkins		
Sulfuric Acid (93%)	On-Site Tank	575	Short Ton	\$ 252.00	ITNA	\$ 260.00	Shrieve		n/a
Trisodium Phosphate (TSP)	Bag	6,000	Pound	\$ 1.45	Harcros	\$ 2.16	Hawkins		

Sulfuric Acid Delivery Fee Tabulation

	ITNA	Shrieve
Delivery Fees	\$ 195.00	\$ 150.00
22 per Year	\$ 4,290.00	\$ 3,300.00
Product Cost	\$144,900.00	\$149,500.00
Total Cost	\$149,190.00	\$152,950.00

South Martin Regional Utility 2025 - 2026 Chemical Bids - ITB # 2025-07

R'ev'd	Unit Price (\$ per)	Projected Annual Cost	% Difference Over Last Year
✓	\$ 1.39	\$ 16,680.00	25.23%
✓	\$ 0.95	\$ 1,377.50	-6.86%
✓	\$ 1.32	\$ 66,000.00	5.60%
✓	\$ 1.35	\$ 21,600.00	6.30%
✓	\$ 1.95	\$ 18,525.00	12.07%
✓	\$ 1.42	\$ 191,700.00	2.16%
✓	\$ 1.73	\$ 320,050.00	1.76%
✓	\$ 1.35	\$ 5,400.00	-2.17%
✓	\$ 252.00	\$ 149,190.00	-3.09%
✓	\$ 1.45	\$ 8,700.00	-2.03%
	\$ -	\$ -	-100.00%
	\$ -	\$ -	-100.00%
Total		\$ 799,222.50	4.03%

	Chemical Info		Estimated Usage		Estimated Cost		
	Preferred Vendor	Price	Water	Wastewater	Water	Wastewater	Combined
Citric Acid	Harcros	\$ 1.39	12,000	0	\$ 16,680.00	\$ -	\$ 16,680.00
EDTA	Harcros	\$ 0.95	1,450	0	\$ 1,377.50	\$ -	\$ 1,377.50
PO4	Hawkins	\$ 1.32	50,000	0	\$ 66,000.00	\$ -	\$ 66,000.00
Polymer	Polydyne	\$ 1.35	0	16,000	\$ -	\$ 21,600.00	\$ 21,600.00
RO Antiscalant	Harcros	\$ 1.95	9,500	0	\$ 18,525.00	\$ -	\$ 18,525.00
Caustic	Odyssey	\$ 1.42	120,000	15,000	\$ 170,400.00	\$ 21,300.00	\$ 191,700.00
Chlorine	Odyssey	\$ 1.73	125,000	60,000	\$ 216,250.00	\$ 103,800.00	\$ 320,050.00
STPP	Harcros	\$ 1.35	4,000	0	\$ 5,400.00	\$ -	\$ 5,400.00
Acid	ITNA	\$ 252.00	575	0	\$ 149,190.00	\$ -	\$ 149,190.00
TSP	Harcros	\$ 1.45	6,000	0	\$ 8,700.00	\$ -	\$ 8,700.00
Ammonia	Airgas	\$ -	18,000	0	\$ -	\$ -	\$ -
Nano Antiscalant	AWC	\$ -	3,500	0	\$ -	\$ -	\$ -
Totals					\$ 652,522.50	\$ 146,700.00	\$ 799,222.50

	PO Amounts		
	Water	Wastewater	Combined
Airgas	\$ -	\$ -	\$ -
AWC	\$ -	\$ -	\$ -
Harcros	\$ 50,682.50	\$ -	\$ 50,682.50
Hawkins	\$ 66,000.00	\$ -	\$ 66,000.00
ITNA	\$ 149,190.00	\$ -	\$ 149,190.00
Odyssey	\$ 386,650.00	\$ 125,100.00	\$ 511,750.00
Polydyne	\$ -	\$ 21,600.00	\$ 21,600.00
Totals	\$ 652,522.50	\$ 146,700.00	\$ 799,222.50

Single Source
Single Source



**SOUTH MARTIN
REGIONAL UTILITY**

CONTRACT MEMORANDUM

To: Mayor & Town Commission
Through: Robert Garlo, Town Manager
CC: Kimberly Kogos, Town Clerk
From: Stuart Trent, P.E., SMRU Director
RE: Ferguson Enterprises, LLC- New Contract
Date: 9/19/2025

Department: Infrastructure

Prepared by: Stuart Trent, P.E., SMRU Director

Requested by: Infrastructure

Legal Sufficiency Review: Phillip Gildan, Esq., Greenberg Traurig

Contract Title: Purchase and Delivery of Water Meters

Executive Summary: 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, 2025.

SMRU desires to enter a new agreement for meter procurement via sole source justification due to meter standardization of manufacturer and equipment. The terms of the proposed contract with Sunstate for the Purchase and Delivery of Water Meters will be for an initial three-year period with the option to renew upon agreement from both parties for two, one-year renewals.

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

Fiscal Impact: Expenditures will be assigned to SMRU Budget GL number 401-000-141.001 Meters, or to 401-415-534.125 Software.

Recommended 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., for an initial term of three years, and authorize the Mayor to sign.

**CONTRACT FOR PURCHASE AND
DELIVERY OF WATER METERS**

THIS CONTRACT is made and entered into as of the Effective date, as defined below, by and between the Town of Jupiter Island (“Town”), 2 Bridge Road, Hobe Sound, FL 33455, and Ferguson Enterprises, LLC, mailing address: 14001 W. Newberry Road, Newberry, Florida 32669-2710, Phone No. (352) 332-7106 (the “Contractor”).

WITNESSETH:

WHEREAS, the Town Procurement Code authorizes the use of sole source contracts as an acceptable method of procurement under certain circumstances that the Town Commission has determined apply to this contract; and

WHEREAS, Town uses exclusively water meters manufactured by Neptune Technology Group (“Neptune Meters”) in its South Martin Regional Utility, and wishes to enter into a sole source Contract for the Purchase and Delivery of Neptune Meters; and

WHEREAS, the Contractor has agreed to deliver Neptune Meters to the Town, as described below, for Town in accordance with the terms and conditions of this Contract and the Exhibits attached hereto, (the “Contract Documents”).

NOW THEREFORE, in consideration of the promises and mutual covenants and obligations herein contained, and subject to the terms and conditions herein stated, the parties hereto understand and agree as follows:

1. **Recitals.** The foregoing recitals are true and correct and are incorporated herein by this reference.

2. **The Equipment.**

2.1 **Neptune Meters.** The Contractor hereby agrees to deliver Neptune Meters and parts (collectively the “Equipment”) as needed of the Sizes and Technical Specifications, attached hereto and incorporated herein as “**Exhibit “1.”** The Neptune Meters will be provided in accordance with the rates set forth in **Exhibit “1,”** subject to and in accordance with the terms, conditions and provisions of this Contract and the Contract Documents described below. The Contractor agrees to furnish all the equipment and labor necessary for delivery of the Neptune Meters.

2.2 All Equipment must be new and carry standard manufacturer warranties. Equipment must be delivered in “ready for operation” condition. All Equipment delivered must meet the specifications of this Contract. Equipment delivered, not meeting specifications will be returned at no expenses to Town. Town may return, for full credit any unused equipment received which fail to meet Contract specifications.

2.3 The Contractor shall keep an ample inventory of parts to ensure parts availability and shall provide a parts list on a thumb drive with pricing and, if applicable, the percentage of discount off of the list price for all parts.

2.4 This Contract is on a non-exclusive basis and Town reserves the right to award other contracts for equipment falling within the scope of this Contract.

2.5 If, in the sole opinion of Town, an emergency exists, Contractor shall be required to provide technical assistance within twenty-four (24) hours of notification. Contractor shall have a qualified technical service representative residing in the State of Florida throughout the term of the Contract or otherwise guarantee in writing twenty-four (24) hour on-site assistance.

2.6 **Purchase Orders.** Town at its discretion may issue a separate purchase order for each individual Equipment request on as needed basis. The purchase order will specify the Equipment to be delivered, the delivery location and the not-to-exceed cost based on the Unit Prices. All terms and conditions of the Contract Documents will be applicable to each purchase order. Along with each shipment of Equipment, the Contractor will submit an invoice and a copy of the purchase order. All Equipment furnished hereunder shall comply with the Technical Specifications attached hereto and incorporated herein as **Exhibit “1”**

2.7 **Warranties / Manuals.** All Equipment furnished hereunder shall be warranted per the manufacturer in accordance with Exhibit “3” attached hereto and incorporated herein. Should any defect in material or workmanship, except ordinary wear and tear, appear during the above stated warranty period, the Contractor shall work with the manufacturer to repair or replace same at no cost to Town, immediately upon written notice from Town. Contractor shall deliver one (1) copy of the Operation and Maintenance Manual for each new piece of Equipment delivered.

3. **F.O.B. Point and Delivery Requirements.**

3.1 The F.O.B. shall be destination: 8180 SW Dixie Highway, Hobe Sound, FL, 33455. The prices quoted for each purchase shall include all costs of packaging, transporting, delivery and unloading at Town’s destination. Town will not be charged any additional delivery charges.

3.2 Delivery time for Meters and Parts is of importance to this Contract. Delivery times for Meters or Parts shall be as follows subject to current inventory and manufacturer lead times: (a) Meters or Parts that are in Contractor’s local inventory shall be delivered within fourteen (14) calendar days of order placement; (b) All other Meters or Parts that are not in Contractor’s inventory shall be delivered within twenty-eight (28) calendar days of order placement.

3.3 All Equipment delivered must be accepted by Town. “Acceptance” means the acceptance by Town if, after inspection or test of the Equipment, Town has determined that the Equipment fully complies with Technical Specifications and Purchase Order requirements. Town reserves the right to have any shipment of Equipment inspected and tested and may reject any Equipment not meeting the Technical Specifications and purchase order requirements. Deliveries which are not accepted may be rejected and returned to the Contractor at Contractor’s expense.

4. **Estimated Expenditures, Compensation and Availability of Funds.**

4.1 **Estimated Expenditures.** The anticipated value of this Contract for the first term will vary depending upon the needs of Town and available funding. Town reserves the right to increase or decrease the anticipated value as necessary to meet actual requirements. Town does not guarantee any minimum amount of Equipment required.

4.2 **Compensation.** Payment for Equipment delivered and accepted shall be in accordance with the Unit Prices. Town will make payment after Equipment has been received, accepted and properly invoiced. Invoices must include the following information: Town's purchase order number, delivery date, quantity, equipment description, price and Supplier's unique invoice number. The cost of Equipment shall not exceed the unit prices specified in **Exhibit "1"**, however, due to the uncertain impact of potential government imposed tariff/trade surcharges, the unit prices do not include any provision or contingency for future tariff/trade surcharges and Contractor reserves the right to pass along any tariff/trade surcharges that affect Contractor's costs for the Neptune Meters at the time of shipment to Town. Unit prices will not be affected, and documentation will be provided supporting any active tariff/trade surcharges imposed on the Neptune Meters. All invoices shall be reviewed and approved by Town prior to payment. Payment will be made in accordance with the Local Government Prompt Payment Act *Sections 218.70-218.80, Florida Statutes*, as amended, which provides for prompt payment, interest payments, a dispute resolution process and payments for all purchases be made in a timely manner for properly executed invoices by local governmental entities. Application for payment under the Contract must be submitted to the following:

Finance Director
South Martin Regional Utility/Town of Jupiter Island
P.O. Box 395
Hobe Sound, FL 33475

4.3 **Final Payment.** The making and acceptance of the final payment shall constitute a waiver of all claims by the Contractor, except those previously made in writing and still unsettled.

4.4 **Availability of Funds.** This Contract is expressly conditioned upon the availability of funds lawfully appropriated and available for the purposes set out herein as determined in the sole discretion of Town. If funding for this Contract is in multiple fiscal years, funds must be appropriated each year prior to costs being incurred. Nothing in this paragraph shall prevent the making of contracts with a term of more than one year, but any contract so made shall be executory only for the value of the services to be rendered or paid for in succeeding fiscal years. In the event funds to finance this Contract become unavailable, Town may terminate this Contract upon no less than twenty-four (24) hours' notice to Contractor. Town shall be the sole and final authority as to the availability of funds.

4.5 **Withheld Payments.** Town may withhold payment to the extent necessary to protect itself from loss on account of:

- a. Defective Equipment not remedied;

b. Claims filed or reasonable evidence indicating public filing of claims by other parties against the Contractor; or

c. Failure of the Contractor to comply with the provisions of this Contract.

5. **Term and Effective Date.**

5.1 Subject to the termination rights of Town, this Contract shall have a term of three (3) years, commencing as of the date of execution by Town. Notwithstanding the foregoing, Town reserves the right to terminate this Contract in the event that the performance of the Neptune Meters is not satisfactory to Town, in addition to the other termination rights set forth herein.

5.2 Town shall have the exclusive right to renew this Contract for two (2) additional one (1) year periods. Options to renew will only be exercised upon a written Contract amendment executed by both parties.

5.3 The rates herein will remain in effect for the period specified in **Exhibit "1"** and thereafter will be subject to change.

5.4 This Contract becomes effective on the date of execution by Town (the "Effective Date").

6. **Compliance with Occupational Safety and Health.**

6.1 Contractor hereby certifies that all materials, equipment, etc. to be supplied under this Contract shall meet OSHA requirements. Contractor further certifies that if any material, equipment, etc. delivered is found to deficient in any OSHA requirements, in effect on the date of delivery, all costs necessary to bring the material or equipment, etc. into compliance with OSHA requirements shall be borne by the Contractor.

6.2 **Safety Regulations.** Equipment must meet all applicable State and Federal safety regulations including those relating to being lead free.

7. **Insurance.** Contractor shall during the contract term maintain and pay for insurance issued in a company or companies lawfully authorized to do business in Florida with a current AM Best Company rating of A- as to management and VII as to financial size, naming Town as an Additional Insured, as will protect Town from contingent liability under this Contract.

The Certificate of Insurance and policy endorsements or riders shall name Town as "ADDITIONAL INSURED" with respect to all Liability coverages. Contractor shall provide evidence of continued coverage in the event of renewal or policy termination. Town may withhold payment to Contractor until evidence of insurance coverage is received.

7.1 **Required Coverage:** Contractor shall maintain following coverages, in the limits specified:

a. General Liability Insurance with limits of \$1,000,000 per occurrence/ \$2,000,000 annual aggregate.

b. Automobile Liability: Automobile Liability with combined single limit of \$1,000,000 per occurrence.

c. Worker's Compensation: Workers' Compensation Insurance, including Employers Liability, as required by Florida Law, covering all employees.

d. Contractor shall obtain the same insurance coverages from its sub-contractors.

8. **Indemnification**. Contractor agrees to indemnify, defend, save and hold harmless Town, its officers, agents and employees, from any claim, demand, suit, loss, cost or expense for any damages that may be asserted, claimed or recovered against or from Town, its officials, agents, or employees by reason of any damage to property or personal injury, including death, to the extent caused by (a) any negligence, recklessness or intentional misconduct of Contractor under this Contract; or (b) the violation of federal, state, county or municipal laws, ordinances or regulations by Contractor. This indemnification includes, but is not limited to, the performance of this Contract by Contractor or any act or omission of Contractor, its agents, servants, contractors, patrons, guests or invitees and includes any costs, attorneys' fees, expenses and liabilities incurred in the defense of any such claims or the investigation thereof. Contractor agrees to pay all claims and losses and shall defend all suits, in the name of Town, its employees, and officers, including but not limited to appellate proceedings, and shall pay all costs, judgments and attorneys' fees which may issue thereon. Town reserves the right to select its own legal counsel to conduct any defense in any such proceeding and all costs and fees associated therewith shall be the responsibility of Contractor under this indemnification provision. To the extent considered necessary by Town, any sums due Contractor under this Contract may be retained by Town until all of Town's claims for indemnification have been resolved, and any amount withheld shall not be subject to the payment of interest by Town. This indemnification agreement is separate and apart from, and in no way limited by, any insurance provided pursuant to this Contract or otherwise. This paragraph shall not be construed to require Contractor to indemnify Town for its own negligence, or intentional acts of Town, its agents or employees. Nothing in this Contract shall be deemed to be a waiver of Town's sovereign immunity under Section 768.28, Florida Statutes. This clause shall survive the expiration or termination of this Contract.

9. **Character of Workmen and Equipment**. All workers provided by the Contractor for work hereunder, shall be the best available for the kind of work performed. Any person employed by the Contractor whom Town or designee may deem temporarily or permanently incompetent or unfit to perform the work, shall, under written instruction of Town, be removed from the job, and shall not again be employed under this Contract.

10. **Force Majeure**. Any deadline provided for in this Contract may be extended, as provided herein in this paragraph, if the deadline is not met because of one of the following

conditions occurring with respect to that particular project or parcel: fire, strike, explosion, power blackout, earthquake, volcanic action, flood, war, civil disturbances, terrorist acts, hurricanes and acts of God, provided the non-performing party and its subcontractors are without fault in causing such default or delay, and such default or delay could not have been prevented by reasonable precautions and cannot reasonably be circumvented by the non-performing party through the use of alternate sources, workarounds plans or other means. When one of the foregoing conditions interferes with contract performance, then the party affected may be excused from performance on a day-for-day basis to the extent such party's obligations relate to the performance so interfered with; provided that no such extension shall be made unless notice thereof is presented by Contractor to Town in writing within ten (10) business days after the start of the occurrence of such delay, and Contractor shall use best efforts to perform its obligations during such period of delay, and notify Town of its abatement or cessation; and further provided, the party so affected shall use reasonable efforts to remedy or remove such causes of non-performance. The party so affected shall not be entitled to any additional compensation by reason of any day-for-day extension hereunder.

11. **Town's Right to Correct or Complete Work.** If the Contractor fails to perform any provisions of this Contract, Town, after three (3) calendar days written notice and opportunity to cure to the Contractor, may, without prejudice to any other remedy Town may have, make good these deficiencies and may deduct the cost thereof from the payment then or thereafter due the Contractor.

12. **Rejection and/or Termination of Contract.**

12.1 If any of the Neptune Meters is proven to be below the quality required by the specifications or requirements of the Purchase Order, Town reserves the right to reject that meter. The Contractor, at the Contractor's own expense, shall (1) remove the rejected meter and immediately replace it with satisfactory equipment, or (2) credit Town with the full delivery price of the rejected equipment.

12.2 Town shall have the right to terminate this Contract, in whole or in part, with or without cause, and for its convenience, upon five (5) days written notice to Contractor. In the event of termination, Town shall compensate the Contractor for all authorized work satisfactorily performed through the termination date under the payment terms set forth herein contained in this Contract.

12.3 Contractor shall immediately deliver all documents, written information, electronic data and other materials concerning Town projects in its possession to Town and shall cooperate in transition of its consulting duties to appropriate parties at the direction of Town.

12.4 Upon termination, this Contract shall have no further force or effect and the parties shall be relieved of all further liability hereunder, except that the provisions of this Section and the provisions regarding the right to audit, insurance, indemnification, governing law and litigation shall survive termination of this Contract and remain in full force and effect.

13. **Miscellaneous Provisions:**

13.1 **Headings.** The headings contained in this Contract are provided for convenience only and shall not be considered in construing, interpreting or enforcing this Contract.

13.2 **Entire Contract; Amendment.** This Contract and the Exhibits which are incorporated into this Contract in their entirety, embody the entire agreement and understanding of the parties hereto with respect to the subject matter hereof of this Contract and supersede all prior and contemporaneous Contracts and understandings, oral or written, relating to said subject matter. This Contract may only be modified by written amendment executed by Town and Contractor.

13.3 **Severability.** In the event that any term or provision hereunder of this Contract (or the application thereof to any person or circumstances) shall to any extent be held invalid or unenforceable, it is agreed that the remainder of this Contract, (or the application of such terms or provision to persons or circumstances other than those as to which it is held invalid or unenforceable), shall not be affected and every other term and provision of this Contract shall be deemed valid and enforceable to the maximum extent permitted by law.

13.4 **Assignment.** This Contract requires the personal skills and experience of Contractor and may not be assigned by Contractor. This Contract shall be binding upon and inure to the benefit of the parties hereto, their successors and permitted assigns.

13.5 **Waiver.** Any waiver issued by Town of any provision of the Contract Documents shall only be effective if issued in writing by Town and shall be specific, shall apply only to the particular matter concerned, and shall not apply to other similar or dissimilar matters. Either party's failure to enforce strict performance of any covenant, term, condition, promise, agreement or undertaking set forth in this Contract shall not be construed as a waiver or relinquishment of any other covenant, term, condition, promise, agreement or undertaking set forth herein, or waiver or relinquishment of the same covenant, term, condition, promise, agreement or undertaking at any time in the future.

13.6 **Compliance with Laws; Inspector General.** Contractor shall comply with all applicable Town, State and Federal laws, codes and regulations relating to the Neptune Meters and provision of services under this Contract, now or hereafter in effect. Contractor shall comply with all applicable local, State and Federal laws relating to wages, hours, safety and all other applicable laws relating to the employment or protection of employees, now or hereafter in effect. Contractor understands that in supplying the Neptune Meters for Town, Contractor is not exempt from paying sales tax to Contractor's suppliers for materials required for Contractor to perform under this Contract. Contractor shall not be authorized to use Town's tax exemption number for purchasing supplies or materials.

13.7 **No Solicitation.** Contractor has not employed or retained any person employed by Town to solicit or secure this Contract and it has not offered to pay, paid, or agreed to pay any person employed by Town any fee, commission percentage, brokerage fee, or gift of any kind contingent upon or resulting from the award of this Contract.

13.8 **Non-Discrimination.** In performing under this Contract, Contractor shall not discriminate against any person because of race, color, religion, sex, gender identity or expression, genetic information, national origin, age, disability, familial status, marital status or sexual orientation.

13.9 **Right to Audit.** Contractor shall maintain adequate records for the Neptune Meters performed under this Contract for five (5) years following completion of the Contract, or conclusion of any litigation regarding this Contract. Town shall have the right to audit Contractor's books and records, at Town's expense, upon prior notice, with regard to the Neptune Meters provided to Town under this Contract. Any such audit shall be limited to no more than once during any consecutive 12-month period. Failure by Contractor to permit such audit shall be grounds for termination of this Contract by Town.

13.10 **Notices.** All notices and other communications required in connection with this Agreement must be in writing unless otherwise expressly specified in the Agreement, and any such notice or other communication required in the Agreement must be in at least one of the following methods:

a. Certified United State Mail, postage prepaid, return receipt requested, with notice being deemed received on the date on the return receipt; or

b. Overnight courier, such as by FedEx or UPS, with a request for receipt acknowledgement, with notice being deemed received on the date of the receipt acknowledgment; or

c. Hand-delivery to the person authorized below with a request for receipt acknowledgement, with notice being deemed received on the date of the receipt acknowledgment; or

d. Email if and only if agreed to in writing in advance by Owner and Contractor specifying the email addresses, and if so agreed, the email must request a receipt acknowledgement, with notice being deemed received on the date of the receipt acknowledgment.

The place for giving notice will remain the same as set forth below until changed in writing in the manner provided in this section. For the present, the parties designate the following for notice:

For notices and communications to the Town:

Director of Utilities
SMRU / Town of Jupiter Island
P.O. Box 395
Hobe Sound, FL 33475

For notices and communications to Contractor:

Ferguson Enterprises, LLC
14001 W. Newberry Rd.
Newberry, FL 32669-2710

By notice complying with the foregoing requirements of this section, each party shall have the right to change the address or addressee or both for all future notices and communications to such party, but no notice of a change of address shall be effective until actually received.

13.11 **Modification.** There may be no modification of this Contract, except in a writing executed with the same formalities as this document.

13.12 **Governing Law; Venue.** This Contract shall be construed and interpreted, and the rights of the parties hereto determined, in accordance with Florida law without regard to conflicts of law provisions. Town and Contractor submit to the jurisdiction of Florida courts and federal courts located in Florida. The parties agree that exclusive venue for any suit concerning this Contract shall be Martin County, Florida. Contractor agrees to waive all defenses to any suit filed in Florida based upon improper venue or *forum nonconveniens*. TO ENCOURAGE PROMPT AND EQUITABLE RESOLUTION OF ANY LITIGATION, EACH PARTY HEREBY WAIVES ITS RIGHTS TO A TRIAL BY JURY IN ANY LITIGATION RELATED TO THIS CONTRACT.

13.13 **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.

13.14 **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.

13.15 **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”).

13.16 **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.

13.17 **Mutual Waiver of Damages**. In no event shall either party be liable for any incidental, punitive, special or consequential damages hereunder, even if advised of the possibility of such.

14. **Public Records Compliance**. If by providing services to Owner pursuant to this Contract, Contractor is a contractor, as defined by Section 119.0701, Florida Statutes, Contractor shall: (1) Keep and maintain public records required by the Owner to perform the services; (2) Upon request of the Owner’s custodian of public records, provide the Owner with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at the cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law; (3) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the term of this Contract and following competition of this Contract if Contractor does not transfer the records to the Owner; (4) Upon competition of this Contract, transfer to the Owner, at no cost, all public records in possession of Contractor or keep and maintain public records required by the County to perform the services. If Contractor transfers all public records to the Owner upon competition of this Contract, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Contractor keeps and maintains public records upon completion of this Contract, Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Owner upon request from the Owner’s custodian of public records, in a format that is compatible with the information technology systems of the Owner.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT’S DUTY TO

PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE 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**

15. **Unauthorized Aliens/Patriot's Act.** The knowing employment by Contractor or its sub-Contractors of any alien not authorized to work by the immigration laws or the Attorney General of the United States is prohibited and shall be a default of this Contract which results in unilateral termination. In the event that Contractor is notified or becomes aware of such default, Contractor shall take steps as are necessary to terminate said employment with 24 hours of notification or actual knowledge that an alien is being employed. Contractor's failure to take such steps as are necessary to terminate the employment of any said alien within 24 hours of notification or actual knowledge that an alien is being employed shall be grounds for immediate termination of this which and unilateral termination. Contractor shall take all commercially reasonable precautions to ensure that it and its sub-Contractors do not employ persons who are not authorized to work by the immigration laws or the Attorney General of the United States. Contractor further represents that it is not in violation of any laws relating to terrorism or money laundering, including the Executive Order No. 13224 on Terrorist Financing and/or the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (Public Law 107-56., the "Patriot Act").

16. **Public Entity Crimes Act.** Contractor represents that the execution of this Contract will not violate the Public Entity Crimes Act (Section 287.133, Florida Statutes), and certifies that Contractor and its sub-contractors under this Contract have not been placed on the convicted Contractor list maintained by the State of Florida Department of Management Neptune Meters within thirty-six (36) months from the date of submitting a proposal for this Contract or entering into this Contract. Violation of this section may result in termination of this Contract and recovery of all monies paid hereto, and may result in debarment from Town's competitive procurement activities.

17. **Ethics; Conflicts of Interest; Lobbying Certification**

17.1 Contractor represents that it has not given or accepted a kickback in relation to this Contract and has not solicited this Contract by payment or acceptance of a gratuity or offer of employment.

17.2 Contractor represents that it has not solicited this contract by payment of a gift or gratuity or offer of employment to any official, employee of Town or any Town agency or selection committee.

17.3 Contractor represents that it does not employ, directly or indirectly, the mayor, members of Town commission or any official, department director, head of any Town agency, or member of any board, committee or agency of Town.

17.4 Contractor represents that it does not employ, directly or indirectly, any official of Town. Contractor represents that it does not employ, directly or indirectly, any employee or member of any board, committee or agency of Town who, alone or together with his household members, own at least five percent (5%) of the total assets and/or common stock of Contractor.

17.5 Contractor represents that it has not knowingly given, directly or indirectly, any gift with a value greater than \$100 in the aggregate in any calendar year to the mayor, members of Town commission, any department director or head of any Town agency, any employee of Town or any Town agency, or any member of a board that provides regulation, oversight, management or policy-setting recommendations regarding the Contractor or its business.

17.6 Contractor represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with its performance under this Contract. The Contractor further represents that no person having any interest shall be employed or engaged by it for said Neptune Meters.

17.7 Contractor, its officers, personnel, subsidiaries and subcontractors shall not have or hold any continuing or frequently recurring employment, contractual relationship, business association or other circumstance which may influence or appear to influence Contractor's exercise of judgment or quality of the Neptune Meters being provided under this Contract. Contractor, its officers, personnel, subsidiaries and subcontractors shall not perform consulting work for any third party that would in any way be in conflict with the Neptune Meters to be provided to Town under this Contract.

17.8 Contractor certifies to the best of its knowledge and belief that no funds or other resources received from the State in connection with this Contract will be used directly or indirectly to influence legislation or any other official action by the Florida Legislature or any state agency.

17.9 Contractor, its officers, personnel, subsidiaries and subcontractors shall not, during the term of this Contract, serve as an expert witness against Town in any legal or administrative proceeding unless compelled by court process. Further, Contractor agrees that such persons shall not give sworn testimony or issue a report or writing, as an expression of his or her expert opinion, which is adverse or prejudicial to the interests of Town or in connection with any pending or threatened legal or administrative proceeding. The limitations of this section shall not preclude such persons from representing themselves in any action or in any administrative or legal proceeding.

17.10 Contractor shall promptly notify Town in writing by certified mail of all potential conflicts of interest or any event described in this Section. Said notification shall identify the prospective business interest or circumstance and the nature of work that Contractor intends to undertake and shall request the opinion of Town as to whether such association, interest or circumstance would, in the opinion of Town, constitute a conflict of interest if entered into by the

Contractor. Town agrees to notify the Contractor by certified mail of its opinion within thirty (30) calendar days of receipt of the said notification and request for opinion. If, in the opinion of Town, the prospective business association, interest or circumstance would not constitute a conflict of interest by the Contractor, Town shall so state in its opinion and the Contractor may, at its option, enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to Town by Contractor under this Contract.

17.11 In the event Contractor is permitted to utilize subcontractors to perform any services required by this Contract, Contractor agrees to prohibit such subcontractors, by written contract, from having any conflicts as within the meaning of this section.

18. **No Contingency.** Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Contract and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Contract. In the event of a breach or violation of this provision by Contractor, Town shall have the right to terminate the Contract without liability and, at its discretion, to deduct, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

19. **Permits and Licenses.** Contractor shall obtain all permits and licenses required by law or ordinance and shall maintain the same in full force and effect. All permits and licenses shall be obtained at the Contractor's expense. Any changes of the licenses, permits or certification shall be reported to Town within thirty (30) working days.

20. **Controlling Provisions.** The term "Contract" shall include all the terms and conditions set forth herein or in the Purchase Order, all of which taken together form "the Contract." Unless the context requires otherwise, all references to "this Contract" and use of the terms "herein," "hereby," "hereof," "hereto," "hereunder" and the like shall be deemed to include "the Contract" and any addenda thereto. Except as otherwise specifically provided herein, in the event of any conflict between the specific provisions of this Contract and the requirements or provisions of the Purchase Order, the provisions shall be given precedence in the following order: (1) this Contract; and (2) the Purchase Order. Wherever possible, the provision or provisions of the documents shall be construed in such manner as to avoid conflicts between provisions of the various documents.

21. **Counterparts; Digital Signatures.** This Contract may be executed in one or more counterparts, each of which shall be deemed to be an original and such counterparts will constitute one and the same instrument. The parties to this Contract may agree to execute this Contract, and all subsequent amendment or modifications to it, by electronic means.

22. **Representations, Warranties and Covenants of Contractor**

22.1 **Authority.** Contractor hereby represents and warrants to Town that it has full power and authority to enter into this Contract and fully perform its obligations under this

Contract without the need for any further corporate or governmental consents or approvals, and that the persons executing this Contract are authorized to execute and deliver it.

22.2 **Duly Licensed.** Contractor represents that it is duly licensed to deliver the Neptune Meters under this Contract and that it will continue to maintain all licenses and approvals required to conduct its business.

22.3 **No Contingency.** Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Contract and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Contract. In the *event* of a breach or violation of this provision by Contractor, Town shall have the right to terminate the Contract without liability and, at its discretion, to deduct from the Fee, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

23. **Standard of Care.** The standard of care for all Neptune Meters furnished by Contractor under this Contract will be the care and skill ordinarily used by members of Contractor's profession practicing under similar circumstances or at the same time and in the same locality.

24. **Independent Contractor.** Contractor acknowledges and agrees that it is an independent contractor of Town and is not an employee of Town. Contractor more specifically acknowledges that: it will not be eligible to participate in any employee benefit maintained by Town; will not be covered by Town's workers' compensation insurance; will be solely and exclusively responsible for payment of all federal and state income, social security, unemployment and disability taxes due in respect of all compensation and/or other consideration paid by Town to Contractor hereunder. Contractor acknowledges that it shall have no authority to bind Town to any contractual or other obligation whatsoever. Contractor shall be entitled to seek and accept other engagements and/or employment during the term of this Contract so long as such other employment or engagements do not interfere with the performance of Contractor's duties hereunder under this Contract. Contractor shall be responsible to Town for all work or services performed by Contractor or any person or firm engaged as a sub-Contractor to perform work in fulfillment of this Contract.

25. **Entire Contract.** This Contract, including the Exhibits attached hereto, set forth the entire understanding between the parties with respect to the subject matter hereof and shall govern the respective duties and obligations of the parties, superseding any other written or oral representations, statements, negotiations or Contracts to the contrary.

26. **Contract Documents.** The Contractor agrees to complete all Neptune Meters in accordance with the following documents, which are incorporated herein and made a part hereof:

Exhibit "1" Scope of Neptune Meters and Technical Specifications and Unit Prices

Exhibit "2" Insurance Certificates

Exhibit “3” Warranty [See attached Neptune Warranty Terms]

IN WITNESS WHEREOF, the parties execute this Contract through their duly authorized representatives.

Authentication

THE TOWN OF JUPITER ISLAND

Town Clerk

(Town SEAL)

By: _____

Penelope Townsend

Its Mayor

FERGUSON ENTERPRISES, LLC

By: _____

Its Authorized Representative

714208173v1

EXHIBIT 1



South Martin Regional Utility
PRICE SHEET TERM: 10/16/25 - 10/15/26

2025-2026
Neptune
Unit Price

Item Number	Description	Unit Price
1	Any Size/Model Pit E-Coder-ProCoder R900i V4 Gallon Register	\$ 204.20
2	5/8"x3/4" T10 Water Meter W/R900i V4 Pit Gallon Register	\$ 239.50
3	1" T10 Water Meter W/R900i V4 Pit Gallon Register	\$ 378.53
4	1-1/2" T10 Water Meter W/R900i V4 Pit Gallon Register	\$ 736.40
5	2" T10 Water Meter W/R900i V4 Pit Gallon Register	\$ 893.00
6	5/8"x3/4" Mach 10 Meter W/Integrated R900i V4 Register	\$ 346.40
7	1" Mach 10 Meter W/Integrated R900i V4 Register	\$ 510.00
8	1-1/2" Mach 10 Meter W/Integrated R900i V4 Register	\$ 1,048.70
9	2" Mach 10 Meter W/Integrated R900i V4 Register	\$ 1,245.05
10	3" Mach 10 Meter W/Integrated R900i V4 Register (12" or 17" LL)	\$ 3,415.70
11	4" Mach 10 Meter W/Integrated R900i V4 Register (14" or 20" LL)	\$ 4,342.20
12	6" Mach 10 Meter W/Integrated R900i V4 Register (18" or 24" LL)	\$ 7,255.60
13	R900 Pit Lid Antenna Kit - 6' Length	\$ 38.20
14	Neptune 360 SaaS Platform (AMR) Annual Subscription - Per Meter/Per Year Connected Endpoints 10,001-20,000	\$ 1.01

Pricing Term: 10/16/25 - 10/15/26

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

Due to the uncertain impact of potential Tariff/Trade Surcharges, VENDOR's unit prices do not include any provision or contingency for future Tariff/Trade Surcharges or an increase of existing Tariff/Trade Surcharges. VENDOR reserves the right to pass along Manufacturer Tariff/Trade Surcharges that affect VENDOR'S costs at the time of shipment. Unit prices will not be affected, and documentation will be provided supporting any active Manufacturer Tariff/Trade Surcharges.



August 21, 2025

Sabrina Fahrer
Executive Secretary
South Martin Regional Utility (SMRU)
Hobe Sound, FL 33475

Dear Ms. Fahrer,

Please note that Ferguson Enterprises, LLC. is the sole authorized Neptune Distributor with a resell supply agreement in the State of Florida. All other suppliers must purchase through an authorized reseller, before they are able to supply the product to buyers.

The geographical area of responsibility assigned to them includes all Counties within the State of Florida.

Types: Classes of customers exclusively assigned are: Municipalities, private water companies, contractors, and plumbers.

Hence, our Distributor(s) are required to maintain a sufficient inventory of Neptune Water Metering Products to provide customer field servicing.

Thank you in advance for your cooperation.

Sincerely,

Matt Finch

Matthew Finch
Territory Manager
Neptune Technology Group, Inc.



CERTIFICATE OF LIABILITY INSURANCE

5/1/2026

DATE (MM/DD/YYYY)

8/27/2025

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 Lockton Companies, LLC DBA Lockton Insurance Brokers, LLC in CA CA license #0F15767 3280 Peachtree Rd. NE, Ste. 1000 Atlanta GA 30305 (404) 460-3600	CONTACT NAME: PHONE (A/C, No. Ext): E-MAIL ADDRESS:	FAX (A/C, No):													
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : ACE American Insurance Company</td> <td>22667</td> </tr> <tr> <td>INSURER B : ACE Property and Casualty Insurance Company</td> <td>20699</td> </tr> <tr> <td>INSURER C : Indemnity Insurance Co of North America</td> <td>43575</td> </tr> <tr> <td>INSURER D : ACE Fire Underwriters Insurance Company</td> <td>20702</td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : ACE American Insurance Company	22667	INSURER B : ACE Property and Casualty Insurance Company	20699	INSURER C : Indemnity Insurance Co of North America	43575	INSURER D : ACE Fire Underwriters Insurance Company	20702	INSURER E :		INSURER F :
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A : ACE American Insurance Company	22667														
INSURER B : ACE Property and Casualty Insurance Company	20699														
INSURER C : Indemnity Insurance Co of North America	43575														
INSURER D : ACE Fire Underwriters Insurance Company	20702														
INSURER E :															
INSURER F :															

INSURED
1532757 Ferguson US Holdings, Inc.
Ferguson Enterprises, LLC
(See attached for named insured listing)
751 Lakefront Commons
Newport News VA 23606

COVERAGES **CERTIFICATE NUMBER:** 22332279 **REVISION NUMBER:** XXXXXXXX

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Retained Limit \$4m GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:	Y	N	XSL G48977534	5/1/2025	5/1/2026	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000
							MED EXP (Any one person)	\$ 5,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 10,000,000
							PRODUCTS - COMP/OP AGG	\$ 10,000,000
								\$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> Self Insured <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> Physical Damage	N	N	ISA H11377361	5/1/2025	5/1/2026	COMBINED SINGLE LIMIT (Ea accident)	\$ 5,000,000
							BODILY INJURY (Per person)	\$ XXXXXXXX
							BODILY INJURY (Per accident)	\$ XXXXXXXX
							PROPERTY DAMAGE (Per accident)	\$ XXXXXXXX
								\$ XXXXXXXX
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$	N	N	XOO G72519802 005	5/1/2025	5/1/2026	EACH OCCURRENCE	\$ 10,000,000
							AGGREGATE	\$ 10,000,000
								\$ XXXXXXXX
C A D	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WLR C72622376 (AOS) WLR C72792944 (OR) SCF C72792956 (WI)	5/1/2025 5/1/2025 5/1/2025	5/1/2026 5/1/2026 5/1/2026	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	
							E.L. EACH ACCIDENT	\$ 2,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 2,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Workers Compensation Policy WLR C72622376 provides coverage for AL, AK, AZ, AR, CA, CO, CT, DC, DE, FL, GA, HI, IA, ID, IL, IN, KS, KY, LA, MA, MD, ME, MI, MN, MO, MS, MT, NC, NE, NH, NJ, NM, NV, NY, OK, PA, RI, SC, SD, TN, TX, UT, VA, VT, WV - \$2,000,000 stop gap liability limit is provided for OH, WA, ND, and WY.

South Martin Regional Utility is included as an additional insured with respects to General Liability as per written contract, subject to terms, conditions and exclusions of policies.

CERTIFICATE HOLDER

22332279
South Martin Regional Utility
9000 SE Athena St
Hobe Sound FL 33455

CANCELLATION See Attachments

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2016 ACORD CORPORATION. All rights reserved.



Neptune T-10[®], HP Turbine, TRU/FLO[®] Compound Cold Water Meters

1. TERMS OF LIMITED WARRANTY

With respect to its Neptune T-10[®], HP TURBINE, TRU/FLO[®] Compound Water Meters (collectively the “Water Meters”), Neptune Technology Group Inc. (“Neptune”) warrants the following on meters sold on or after 11/1/92:

The Water Meters will be, at the later of (i) the date of original purchase from Neptune or (ii) the date of original shipment from Neptune-authorized distributor of Water Meters (that later date is referred to as “the Date of Shipment”) and will remain for a period of eighteen (18) months from the Date of Shipment, or twelve (12) months from date of installation, whichever comes first, free from manufacturing defects in workmanship and material.

(a) Maincase. The no-lead high copper alloy or Brass maincase of the Water Meters will be at the Date of Shipment free from manufacturing defects in workmanship and material for the life of the Water Meter.

(b) Frost Protection. All Neptune T-10 Cold Water Meters shipped with a synthetic polymer or cast-iron bottom cap will, commencing upon the Date of Shipment, be warranted against chamber damage for a period of ten (10) years.

(c) Registers. Standard, roll sealed registers of the Water Meters will be at the Date of Shipment, and shall remain for the following periods, free from manufacturing defects in workmanship and material for a period of ten (10) years. The ARB[®], ProRead[™] (ARB VI), E-CODER[®] (ARB VII), and ProCoder[™] system registers are warranted for ten (10) years from Date of Shipment. All ProRead encoder receptacles shipped after January 1, 2001, shall be warranted for five years from the Date of Shipment. All other components and parts are covered under Neptune’s standard one-year material and workmanship guarantee.

(d) Meter Accuracy for Neptune T-10.

Neptune T-10 Meters and Neptune T-10 nutating disc chambers in TRU/FLO Compound Water Meters are warranted to meet or exceed, as listed herein, accuracy standards of the AWWA Standard C700-95 for a period of: (i) five (5) years from Date of Shipment for 5/8”, 3/4” and 1” meters; (ii) for a period of two (2) years from the Date of Shipment for 1 1/2” and 2” meters; or (iii) the applicable registration shown below, whichever occurs first. Neptune further guarantees that the Neptune T-10 and Neptune T-10 nutating disc chambers in TRU/FLO Compound Water Meters will perform to at least Repaired Meter Accuracy Standards, according to AWWA Manual M-6 Chapter 5 (1999) Table 5.3 for an additional ten (10) years or the registration shown below, whichever occurs first.

SIZE	EXTENDED LOW FLOW ACCURACY	NEW METER ACCURACY	REPAIRED METER ACCURACY
5/8 & 3/4" x 3/4"	1/8 US gpm @ 95% 5 years or 500,000 gallons	500,000 gallons	1,500,000 gallons
3/4"	1/4 US gpm @ 95% 5 years or 750,000 gallons	750,000 gallons	2,250,000 gallons
1"	3/8 US gpm @ 95% 5 years or 1,000,000 gallons	1,000,000 gallons	3,000,000 gallons
1 1/2"	3/4 US gpm @ 95% 2 years or 1,600,000 gallons	1,600,000 gallons	5,000,000 gallons
2"	1 US gpm @ 95% 2 years or 2,700,000 gallons	2,700,000 gallons	8,000,000 gallons

(e) Meter Accuracy for HP Turbine and TRU/FLO. The HP Turbine and TRU/FLO Compound Cold Water Meters will perform, for a period of one (1) year from the Date of Shipment, to American Water Works Association (“AWWA”) accuracy standards for new water meters.



2. WARRANTY RETURN

If a Neptune Water Meter fails an accuracy test during an applicable warranty period, it may be returned to Neptune for repair or replacement at Neptune's option. An accuracy test shall be conducted by the customer according to AWWA standards. Any meter being returned for repair to Neptune under this performance guarantee must be returned with a copy of the customer's test results. If the meter is returned to Neptune without a copy of the test results or if Neptune's factory test shows the meter to meet current AWWA standards, the customer will be charged a nominal testing fee by Neptune in such cases. Neptune will repair or replace the meter at Neptune's option after the meter has been tested by Neptune. Meters repaired or replaced under the performance guarantee will be guaranteed to perform to AWWA repaired meter accuracy standards.

3. WARRANTIES ARE EXCLUSIVE

The warranties set forth in this certificate of warranty are in lieu of any other warranty, guarantee, or representation, whether expressed or implied, including without limitation, the warranty of merchantability and the warranty of fitness for a particular purpose.

4. DAMAGES LIMITED TO COSTS OF REPLACEMENT AND REPAIR

If the Water Meter fails to meet the warranties set forth in Paragraph 1 of this Certificate of Warranty, Neptune, at its option shall, without charge of labor or materials, repair or replace the Water Meter or part thereof, provided that (a) the Water Meter is delivered to a Neptune representative, (b) the Water Meter is accompanied by a Return Material Authorization (RMA), and (c) all costs of delivery to Neptune are assumed by the purchaser of the Water Meter. Neptune's liability is limited to its costs of replacement and repair of the defective water meter. Damages resulting from miscalculation of water usage or lost revenue or profit are not recoverable from Neptune. It is the responsibility of the customer to periodically verify the operation and accuracy of its meters.

5. WARRANTIES ARE INAPPLICABLE UNDER CERTAIN CONDITIONS

The warranties set forth in this Certificate of Warranty do not apply to any Water Meter that has been damaged by, or subjected to, conditions which, in the opinion of Neptune, have affected the Water Meter's ability of performance, including but not limited to: misuse; improper handling, application or installation; excessive operating conditions; foreign materials in the water; aggressive water conditions; tampering or unauthorized repairs or modifications; accidental or intentional damage; acts of God. This Certificate of Warranty shall not apply if product is placed in non-recommended installation, is connected or altered by other than Neptune recommended procedures, is used with other than genuine Neptune meter registers and components, or read by equipment not approved or licensed by Neptune. Neptune makes no claims concerning operability and/or compatibility or third party reading systems. In addition, this Certificate of Warranty shall not apply if third party reading equipment is believed to have caused damage to the meter or register. In order to determine its liability, if any, under this Certificate of Warranty, Neptune shall have the right to inspect any Water Meter or part thereof that is claimed to be defective at Neptune or other location designated by Neptune.

NEPTUNE'S LIABILITY WITH RESPECT TO BREACHES OF THE FOREGOING LIMITED WARRANTY SHALL BE LIMITED AS STATED HEREIN. NEPTUNE'S LIABILITY SHALL IN NO EVENT EXCEED THE PURCHASE PRICE. NEPTUNE SHALL NOT BE SUBJECT TO AND DISCLAIMS THE FOLLOWING: (1) ANY OTHER OBLIGATIONS OR LIABILITIES ARISING OUT OF BREACH OF CONTRACT OR OF WARRANTY (2) ANY OBLIGATIONS WHATSOEVER ARISING FROM TORT CLAIMS (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR ARISING UNDER OTHER THEORIES OF LAW WITH RESPECT TO PRODUCTS SOLD OR SERVICES RENDERED BY NEPTUNE, OR ANY UNDERTAKINGS, ACT OR OMISSIONS RELATING THERETO, AND (3) ALL CONSEQUENTIAL, INCIDENTAL, SPECIAL, MULTIPLE, EXEMPLARY, AND PUNITIVE DAMAGES WHATSOEVER.



3” to 12” MACH 10® Ultrasonic Meter

1. TERMS OF LIMITED WARRANTY

With respect to its Commercial and Industrial Neptune® MACH 10® water meter (“MACH 10”), Neptune Technology Group Inc. (“Neptune”) warrants that MACH 10 meters sold on or after August 1, 2021, for potable water or combined potable water and fire service applications, will be warranted to be free from manufacturing defects in workmanship and material as follows:

The MACH 10 will be, at the later of (i) the date of original purchase from Neptune or (ii) the date of original shipment from a Neptune-authorized distributor of water meters (that later date is referred to as “the Date of Shipment”), and will remain for a period of 18 months from the Date of Shipment, or 12 months from date of installation, whichever comes first, free from manufacturing defects in workmanship and material. Neptune makes the following additional warranties with respect to certain MACH 10 components.

a) Lead Free Bronze Maincase

Neptune warrants at the Date of Shipment that the lead free, high copper bronze maincase of the MACH 10 will be free from manufacturing defects in workmanship and material for the life of the meter.

b) Electronics (Battery, PCB, Transducers, LCD)

Neptune warrants that the unitized measuring element (UME) and/or electronics of the MACH 10 will be free from manufacturing defects in workmanship and material for a period of ten (10) years from the Date of Shipment. Neptune will repair or replace a non-performing MACH 10 UME free of charge for the first five (5) years and at a discount of the then-current list price, during the following five (5) years per the schedule to the right. The MACH 10 warranty does not include the external housing that encapsulates the electronics.

Year of Failure	MACH 10® Replacement Price Discount*
1-5	Full replacement 100%
6	70%
7	60%
8	45%
9	35%
10	25%

** Replacement price discount percentages will be applied towards the then-current list price in effect for the year product is accepted by Neptune under warranty conditions. Replacement MACH 10 electronics are warranted for one (1) year after date of shipment or balance of original MACH 10 warranty, whichever is greater.*

With respect to Section 1 and subparts a) and b), the period from the Date of Shipment to the expiration of the specified time period is the “Warranty Period” with respect to each specified component. Neptune shall not be responsible for any defects in the MACH 10 or any specified component (whether due to design, materials, manufacture, or otherwise) that manifest themselves after the expiration of the specified Warranty Period.

2. MACH 10 METER ACCURACY WARRANTY

Provided that the MACH 10 meter and the components specified in Section 1 and subparts a) and b) are functioning properly (regardless of whether the MACH 10 meter and specified components are within or outside an applicable Warranty Period detailed above), Neptune makes the following warranties with respect to meter accuracy:

Neptune MACH 10 meters are warranted to meet or exceed new meter accuracy per AWWA specifications of ±1.5% for the published ranges set forth in Neptune’s current product sheet in existence at the time of the Date of Shipment of the MACH 10 meter for ten (10) years from Date of Shipment. Neptune further warrants the MACH 10 to meet or exceed extended low flow accuracy of ±3% for the published ranges set forth in Neptune’s current product sheet in existence at the time of the Date of Shipment of the MACH 10 meter for ten (10) years from Date of Shipment (that period being the “Accuracy Warranty Period”).

3. WARRANTY RETURNS

If a Neptune MACH 10 meter fails an accuracy test during the Accuracy Warranty Period, the meter or UME may be returned to Neptune for evaluation. An accuracy test shall be conducted by the customer according to then-current AWWA testing standards. Any meter being returned for repair to Neptune under the accuracy warranty must be returned with a copy of the customer's test results. If the meter is returned to Neptune without a copy of the test results or if Neptune's factory test shows the meter to meet Neptune's published accuracy specifications, then the customer will be charged a nominal testing fee by Neptune in such cases. If after the meter has been tested by Neptune, Neptune determines that the meter has failed the accuracy warranty set forth in this Certificate of Warranty, then Neptune will repair or replace the meter at Neptune's option. Repaired MACH 10 meters are warranted for one (1) year after Date of Shipment of the repaired MACH 10 meter or the balance of the applicable original MACH 10 meter warranty (maincase, UME/electronics, or accuracy), whichever is greater.

If a replacement UME is deemed necessary, the new UME will include a new original warranty as specified in Sections 1 and 2 of this Certificate of Warranty.

4. RESPONSIBILITY LIMITED TO COSTS OF REPLACEMENT AND REPAIR

If the MACH 10 fails to meet the warranties set forth in Sections 1 and 2 of this Certificate of Warranty, then Neptune, at its option shall repair or replace the MACH 10 or part thereof, provided that (a) the MACH 10 is delivered to a Neptune representative, (b) the MACH 10 is accompanied by a Return Material Authorization (RMA), and (c) all costs of delivery to Neptune are assumed by the purchaser of the MACH 10. Neptune's liability is limited to its costs of replacement and repair of the non-performing MACH 10, and without limitation, this warranty does not include field replacement, labor, or materials costs, which are the responsibility of the customer. Damages resulting from miscalculation of water usage or lost revenue or profit are not recoverable from Neptune. It is the responsibility of the customer to periodically verify the operation and accuracy of its meters.

5. WARRANTIES ARE INAPPLICABLE UNDER CERTAIN CONDITIONS

The warranties set forth in this Certificate of Warranty do not apply to any MACH 10 meter that has been damaged by, or subjected to, conditions which, in the opinion of Neptune, have affected the ability of the MACH 10 to perform, including but not limited to: misuse; improper handling, application or installation; excessive operating conditions; foreign materials in the water; aggressive water conditions; tampering or unauthorized repairs or modifications; accidental or intentional damage; or acts of God. This Certificate of Warranty shall not apply if the product is placed in a non-recommended installation, is connected or altered by other than Neptune recommended procedures or is read by equipment not approved or licensed by Neptune. Neptune makes no claims concerning operability and/or compatibility or third-party reading systems. In addition, this Certificate of Warranty shall not apply if third-party reading equipment is believed to have caused damage to the MACH 10. In order to determine its liability, if any, under this Certificate of Warranty, Neptune shall have the right to inspect any MACH 10 meter or part thereof that is claimed to be defective at Neptune or other location designated by Neptune.

THE ABOVE WARRANTY FOR THE MACH 10 WATER METER IS THE SOLE AND EXCLUSIVE WARRANTY GIVEN BY NEPTUNE WITH RESPECT TO THE MACH 10. **ALL OTHER WARRANTIES, CONDITIONS, TERMS, REPRESENTATIONS, OR OTHER LEGALLY OPERATIVE PROVISIONS CONCERNING THE MACH 10 ARE HEREBY EXPRESSLY EXCLUDED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY, CONDITION, TERM, AND REPRESENTATION OR OTHER LEGALLY OPERATIVE PROVISION AS TO MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.** THIS PARAGRAPH IS EXPRESSLY INTENDED TO EXCLUDE FROM THIS CONTRACT ALL STATUTORY AND COMMON LAW WARRANTIES TO THE MAXIMUM EXTENT PERMITTED BY LAW. TO AVOID ANY AMBIGUITY OR MISUNDERSTANDING, ALL PROBLEMS ARISING WITH A MACH 10 WATER METER AFTER THIS POINT SHALL BE BUYER'S RESPONSIBILITY. NEPTUNE'S LIABILITY SHALL IN NO EVENT EXCEED THE PURCHASE PRICE OF THE MACH 10 WATER METER. NEPTUNE SHALL NOT BE SUBJECT TO AND DISCLAIMS THE FOLLOWING: (1) ANY OTHER OBLIGATIONS OR LIABILITIES ARISING OUT OF BREACH OF CONTRACT OR OF WARRANTY, (2) ANY OBLIGATIONS WHATSOEVER ARISING FROM TORT CLAIMS (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR ARISING UNDER OTHER THEORIES OF LAW WITH RESPECT TO PRODUCTS SOLD OR SERVICES RENDERED BY NEPTUNE, OR ANY UNDERTAKINGS, ACTS, OR OMISSIONS RELATING THERETO, AND (3) ALL CONSEQUENTIAL, INCIDENTAL, SPECIAL, MULTIPLE, EXEMPLARY, AND PUNITIVE DAMAGES WHATSOEVER.



A NEPTUNE TECHNOLOGY GROUP WARRANTY STATEMENT

ProCoder™)R900i™

1. WARRANTY EFFECTIVE DATE

This warranty will be effective for any ProCoder™)R900i™ that has shipped on or since August 1, 2021.

2. PROCODER)R900i

Neptune Technology Group Inc. warrants that the ProCoder)R900i (which includes a Neptune-supplied battery that is not intended to be removable or replaceable) shall be free from defects in manufacture and design for a period of twenty (20) years from the "date of shipment" (such period being the "Warranty Period"). Neptune shall not be responsible for any defects in the ProCoder)R900i (whether due to design, materials, manufacture, or otherwise) which manifest themselves after the expiration of the Warranty Period. Neptune will repair or replace a non-performing ProCoder)R900i free of charge for the first ten (10) years and at a discount off of the then-current list price during the remaining ten (10) years according to the discount schedule at the right.

3. WARRANTIES ARE INAPPLICABLE UNDER CERTAIN CONDITIONS.

This warranty does not include field replacement labor or materials costs, which are the responsibility of the utility. This warranty does not apply if product is placed in non-recommended installations; may have been repaired with parts not recommended by Neptune; converted, altered, or connected by other than Neptune recommended procedures; is used with other than genuine Neptune meter registers and components or read by equipment not approved or licensed by Neptune; or damaged due to improper care or maintenance, or improper periodic testing (please refer to ProCoder™)R900i™ Installation and Maintenance Guide). This warranty does not apply to any ProCoder)R900i that has been damaged by, or subjected to, conditions which, in the opinion of Neptune, have affected the ProCoder)R900i register's ability of performance, including but not limited to: misuse; improper handling; application or installation; excessive operating conditions; tampering or unauthorized repairs and modifications; accidental or intentional damage; or acts of God. In no event shall Neptune be liable for special, incidental, indirect, or consequential damages, including, without limitation, lost revenue.

Year of Failure	ProCoder)R900i Replacement Price Discount*
1-10	Full replacement: 100%
11	70%
12	70%
13	60%
14	60%
15	50%
16	45%
17	40%
18	35%
19	30%
20	25%

**Replacement price discount percentages will be applied towards the then-current list prices, in effect for the year product is accepted by Neptune under warranty conditions. Replacement ProCoder)R900i registers are warranted for one (1) year after date of shipment or balance of original ProCoder)R900i warranty, whichever is greater.*

THE ABOVE WARRANTY FOR THE PROCODER)R900i IS THE SOLE AND EXCLUSIVE WARRANTY GIVEN BY NEPTUNE WITH RESPECT TO THE PROCODER)R900i . ALL OTHER WARRANTIES, CONDITIONS, TERMS, REPRESENTATIONS, OR OTHER LEGALLY OPERATIVE PROVISIONS CONCERNING THE PROCODER)R900i ARE HEREBY EXPRESSLY EXCLUDED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY, CONDITION, TERM, AND REPRESENTATION OR OTHER LEGALLY OPERATIVE PROVISION AS TO MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THIS PARAGRAPH ISEXPRESSLY INTENDED TO EXCLUDE FROM THIS CONTRACT ALL STATUTORY AND COMMON LAW WARRANTIES TO THE MAXIMUM EXTENT PERMITTED BY LAW. TO AVOID ANY AMBIGUITY OR MISUNDERSTANDING, ALL PROBLEMS ARISING WITH AN PROCODER)R900i AFTER THIS POINT ARE BUYER'S RESPONSIBILITY. NEPTUNE'S LIABILITY SHALL IN NO EVENT EXCEED THE PURCHASE PRICE OF THE PROCODER)R900i. NEPTUNE SHALL NOT BE SUBJECT TO AND DISCLAIMS THE FOLLOWING: (1) ANY OTHER OBLIGATIONS OR LIABILITIES ARISING OUT OF BREACH OF CONTRACT OR OF WARRANTY, (2) ANY OBLIGATIONS WHATSOEVER ARISING FROM TORT CLAIMS (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR ARISING UNDER OTHER THEORIES OF LAW WITH RESPECT TO PRODUCTS SOLD OR SERVICES RENDERED BY NEPTUNE; OR ANY UNDERTAKINGS, ACTS, OR OMISSIONS RELATING THERETO, AND (3) ALL CONSEQUENTIAL, INCIDENTAL, SPECIAL, MULTIPLE, EXEMPLARY, AND PUNITIVE DAMAGES WHATSOEVER.



R900® Endpoint

1. WARRANTY EFFECTIVE DATE

This warranty will be effective for any R900® endpoint that is shipped on or since August 1, 2021.

2. R900 ENDPOINT

Neptune Technology Group Inc. warrants that the R900 endpoint (which includes a Neptune-supplied battery that is not intended to be removable or replaceable) shall be free from defects in manufacture and design for a period of twenty (20) years from the “Date of Shipment” (such period being the “Warranty Period”). Neptune shall not be responsible for any defects in the endpoint (whether due to design, materials, manufacture, or otherwise) which manifest themselves after the expiration of the Warranty Period. Neptune will repair or replace a non-performing endpoint free of charge for the first ten (10) years and at discount off of the then-current list price during the remaining ten (10) years according to the discount schedule at the right.

3. WARRANTIES ARE INAPPLICABLE UNDER CERTAIN CONDITIONS

This warranty does not include field replacement labor or materials costs, which are the responsibility of the utility. This warranty does not apply if product is placed in non-recommended installations; may have been repaired with parts not recommended by Neptune; converted, altered, or connected by other than Neptune recommended procedures; is used with other than genuine Neptune meter registers and components or read by equipment not approved or licensed by Neptune; or damaged due to improper care or maintenance, or improper periodic testing (please refer to the R900 Installation and Maintenance Guide). This warranty does not apply to any endpoint that has been damaged by, or subjected to, conditions which, in the opinion of Neptune, have affected the R900 endpoint’s ability of performance, including but not limited to: misuse; improper handling; application or installation; excessive operating conditions; tampering or unauthorized repairs and modifications; accidental or intentional damage; or acts of God. In no event shall Neptune be liable for special, incidental, indirect, or consequential damages, including, without limitation, lost revenue.

THE ABOVE WARRANTY FOR THE ENDPOINT IS THE SOLE AND EXCLUSIVE WARRANTY GIVEN BY NEPTUNE WITH RESPECT TO THE ENDPOINT. ALL OTHER WARRANTIES, CONDITIONS, TERMS, REPRESENTATIONS, OR OTHER LEGALLY OPERATIVE PROVISIONS CONCERNING THE ENDPOINT ARE HEREBY EXPRESSLY EXCLUDED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY, CONDITION, TERM, AND REPRESENTATION OR OTHER LEGALLY OPERATIVE PROVISION AS TO MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THIS PARAGRAPH IS EXPRESSLY INTENDED TO EXCLUDE FROM THIS CONTRACT ALL STATUTORY AND COMMON LAW WARRANTIES TO THE MAXIMUM EXTENT PERMITTED BY LAW. TO AVOID ANY AMBIGUITY OR MISUNDERSTANDING, ALL PROBLEMS ARISING WITH AN ENDPOINT AFTER THIS POINT ARE BUYERS RESPONSIBILITY. NEPTUNE’S LIABILITY SHALL IN NO EVENT EXCEED THE PURCHASE PRICE OF THE ENDPOINT. NEPTUNE SHALL NOT BE SUBJECT TO AND DISCLAIMS THE TORT CLAIMS (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR ARISING UNDER OTHER THEORIES OF LAW WITH RESPECT TO PRODUCTS SOLD OR SERVICES RENDERED BY NEPTUNE, OR ANY UNDERTAKINGS, ACTS, OR OMISSIONS RELATING THERETO, AND (3) ALL CONSEQUENTIAL, INCIDENTAL, SPECIAL, MULTIPLE, EXEMPLARY, AND PUNITIVE DAMAGES WHATSOEVER.

Year of Failure	R900® Endpoint Replacement Price Discount*
1-10	Full replacement: 100%
11	70%
12	70%
13	60%
14	60%
15	50%
16	45%
17	40%
18	35%
19	30%
20	25%

* Replacement price discount percentages will be applied towards the then-current list price in effect for the year product is accepted by Neptune under warranty conditions. Replacement endpoints are warranted for one (1) year after date of shipment or balance of original endpoint warranty, whichever is greater.



SOUTH MARTIN REGIONAL UTILITY

CONTRACT MEMORANDUM

To: Mayor & Town Commission

Through: Robert Garlo, Town Manager

CC: Kimberly Kogos, Town Clerk

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

RE: JLA Geosciences – Hydrogeology Consulting Services Piggyback Contract

Date: 9/19/2025

Department: Water

Prepared by: Stuart Trent, P.E., SMRU Director

Requested by:

Legal Sufficiency Review: Phillip Gildan, Esq., Greenberg Traurig

Contract Title: Hydrogeology Consulting Services Piggyback

1. Executive Summary: The South Martin Regional Utility (SMRU) owns and operates two Water Treatment Plants (WTPs) and two raw water supply well fields (north and south). The WTPs required a continuous supply of raw water that is drawn from the north and south well fields. JLA Geosciences, Inc. has provided professional hydrogeology consulting services regarding SMRU's well fields for many years to SMRU.

JLA is offering SMRU the opportunity to Piggyback an agreement with the Town of Jupiter, Florida, for the same type of hydrogeology services required by SMRU.

Piggyback of existing contract with Jupiter, FL

Project was publicly bid by Town of Jupiter, FL

Maximum Not-to-Exceed Term: 5 Years, One 5-year Renewal Option

The contract is a standard form of Piggyback Agreement approved by SMRU's Attorney.

2. Fiscal Impact: Funds will be expended from the GL Line 401-412-534.131 "Cont Svcs – Ground Water".

3. Recommended Action: SMRU staff requests that the SMRU Board approve the piggyback Contract with JLA Geosciences and authorize the Mayor to sign the agreement.

AGREEMENT

FOR HYDROGEOLOGY CONSULTANT SERVICES

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 “**Owner**”), with an office located at 2 Bridge Road, Hobe Sound, Florida 33455, and JLA Geosciences, Inc. (the “**Consultant**”), with its principal address at 1907 Commerce Lane, Suite 104, Jupiter, FL 33458.

WITNESSETH:

WHEREAS, the Town of Jupiter, Florida (the “**Town**”) accepted Consultant’s proposal, dated May 27, 2025 (the “**Consultant’s Proposal**”), for Hydrogeology Consulting Services (the “**Services**”) submitted in response to Town Request For Proposals solicitation for “Professional Hydrogeology Consulting Services Contract (W2536) (the “**ITB**”), pursuant to the Consultants Competitive Negotiation Act, Section 287.055, Fla. Statutes, a public bidding process by the Town (the “**ITB**”), and entered into the Professional Hydrogeology Consulting Services Contract (W2536), dated August, 21, 2025 (the “**Contract**”); and

WHEREAS, the ITB, Consultant’s Proposal, and the Contract comprise the contract documents binding upon the Consultant, (collectively, the “**Contract Documents**”); and

WHEREAS, Owner desires to obtain the Services; and

WHEREAS, as the Services involved in the Contract Documents with Consultant are substantially the same as the Services desired by Owner, Owner elects to utilize the competitively bid contract process administered by the Town in the ITB, and Owner and Consultant wish to adopt the Contract Documents, with certain minor modifications as further described herein and enter into this agreement (the “**Agreement**”); and

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

I. RECITALS

The foregoing recitals are true and are hereby made a part of this Agreement. Consultant agrees to provide the Material to Owner in accordance with the terms of this Agreement.

II. AMENDMENTS

The ITB and the Contract Documents are incorporated into this Agreement and are deemed to be a part of this Agreement as modified as follows:

1. General. Where provisions of the Town Request for Proposals and the Contract Documents refer to “Town of Jupiter” or “Town” as the owner/contracting party, replace it with “Town of Jupiter Island, Florida.” Where provisions of the Contract refer to “Town Council”, it will refer to the Town of Jupiter Island, Florida, Town Commission. Contract as modified by this Agreement Where provisions of the Contract refer to “Agreement” or “Contract”, it will refer to the Contract as modified by this Agreement. Where provisions of the Contract refer to Town service locations, it will refer to Owner’s facilities in Martin County. Section 10.9 of the Contract referencing the Office of Inspector General in Palm Beach County, is deleted.

2. Term. The term of this Agreement will commence on execution of this Agreement by Owner (the “**Effective Date**”) and continue for a term of five (5) years with the option for one (1) five (5) year renewal, contingent upon mutual written agreement. Time is of the essence in the performance of this Agreement.

3. Unit Prices. The unit prices for the Services are set forth on Exhibit A to this Agreement. These unit prices will be applicable during the term of this Agreement and are subject to adjustment for any renewal terms upon agreement of the parties.

4. Service Orders.

A. No Services deliveries under this Agreement will be authorized upon execution of the Agreement. The Owner will initiate requests for Services by providing Consultant with a written Service Order (a “**Service Order**”).

- B. Each Service Order will set forth, among other things, the following:
- i. The scope of Services requested;
 - ii. The time and schedule of delivery;
 - iii. The method and amount of compensation based upon the unit prices set forth in Section 3 above;
 - iv. Any modifications to this Agreement, if mutually agreed upon by the parties.

C. The Services to be delivered by Consultant will commence after the execution of each Service Order. Consultant’s work must be performed, completed and submitted to Owner as specified in the Service Order.

D. The terms and conditions of this Agreement will be incorporated within and made a part of each Service Order.

5. Invoices. Applications for payments under the Agreement must be submitted to the following:

Finance Director
South Martin Regional Utility/Town of Jupiter Island
P.O. Box 395
Hobe Sound, FL 33475

Notwithstanding any provision of the Contract Documents to the contrary, payment of each 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, a dispute resolution provided detailed invoices are submitted in compliance with the terms of this Agreement.

6. No Other Amendments. Except as set forth herein, the Agreement is not amended. In the event of any conflict between the terms of this Agreement and the terms of the Contract Documents, the terms of this Agreement will prevail.

III. MISCELLANEOUS

The following miscellaneous provisions are incorporated into this Agreement.

7. Notice. All notices and other communications required in connection with this Agreement must be in writing unless otherwise expressly specified in the Agreement, and any such notice or other communication required in the Agreement must be in at least one of the following methods:

A. Certified United State Mail, postage prepaid, return receipt requested, with notice being deemed received on the date on the return receipt; or

B. Overnight courier, such as by FedEx or UPS, with a request for receipt acknowledgement, with notice being deemed received on the date of the receipt acknowledgment; or

C. Hand-delivery to the person authorized below with a request for receipt acknowledgement, with notice being deemed received on the date of the receipt acknowledgment; or

D. Email if and only if agreed to in writing in advance by Owner and Consultant specifying the email addresses, and if so agreed, the email must request a receipt acknowledgement, with notice being deemed received on the date of the receipt acknowledgment.

The place for giving notice will remain the same as set forth below until changed in writing in the manner provided in this section. For the present, the parties designate the following for notice:

For notices and communications to Owner:

Town Manager
SMRU / Town of Jupiter Island
P.O. Box 395
Hobe Sound, FL 33475
Email: rgallo@tji.martin.fl.us

For notices and communications to Consultant:

James L. Andersen, P.G.
JLA Geosciences, Inc.

1907 Commerce Lane, Suite 104
Jupiter, FL 33458
jandersen@jlageosciences.com

By notice complying with the foregoing requirements of this section, each party will have the right to change the address or addressee or both for all future notices and communications to such party, but no notice of a change of address will be effective until received.

8. Captions. The titles or captions contained in this Agreement are inserted only as a matter of convenience and for reference, and such captions in no way define, limit, extend or describe the scope of this Agreement or the intent of any provision hereof.

9. Severability. If any provision of this Agreement or the application thereof to any person or circumstances is held by a court of competent jurisdiction to be invalid or unenforceable to any extent, the remaining provisions of this Agreement and the validity, enforceability, and application of such provisions to other persons or circumstances will not be impaired thereby, but such remaining provisions of this Agreement will be interpreted, applied and enforced so as to achieve, as near as may be, the purposes and intent of this Agreement to the greatest extent permitted by applicable law.

10. Waiver. Unless otherwise specifically provided herein, no delay or failure to exercise a right resulting from any breach of this Agreement will impair such right or will be construed to be a waiver thereof, but such right may be exercised from time to time and as often as may be deemed expedient. Any waiver must be in writing and signed by the party granting such waiver. In any representation, warranty, or covenant by the other party, such waiver will be limited to the breach so waived and will not be deemed to waive any other breach under this Agreement.

11. Conflict of Interest. Consultant represents that it presently has no interest and will acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder, as provided for in Section 112.311, Florida Statutes, and as may be amended from time to time. Consultant further represents that no person having any interest will be employed for said performance.

12. Warranties and Representations. Consultant restates, and makes current to the date of this Agreement, and incorporates in this Agreement, the warranties and representations in the Contract Documents. Prior to performance of any work under this Agreement and as a condition precedent to this Agreement, Consultant must provide Owner a current Certificate of Corporate Principal, a current Sworn Statement under Section 287.133(3)(a), Florida Statutes, on Public Entity Crimes, a current Certificate of Liability Insurance, a current State of Florida license certification, and a current Bidder's Qualifications Statement/Statement of Business Organization.

13. Termination. Owner may terminate this Agreement upon seven (7) days written notice to Consultant. Consultant's sole remedy upon such termination is to receive

payments due under this Agreement for outstanding Service Orders performed through the date of termination, which Service Orders terminate with the termination of the Agreement.

14. Allotment of Service Requests/Service Orders to Consultant. Owner, through its designated representative, will, in its sole discretion, issue Service Orders to Consultant as deemed in the best interests of Owner. The Agreement in no way guarantees any future Service Orders. Owner retains the right to utilize other Consultants or otherwise bid and execute procurements. Consultant will have no right to appeal or challenge Owner's decision regarding distribution of Service Orders.

15. Choice of Law and Venue. This Agreement will be construed and interpreted under the laws of the State of Florida, without giving effect to principles of conflict of laws, except where specifically pre-empted by Federal law. To the extent Chapter 558, Florida Statutes, is applicable, the parties expressly opt out of the requirements of Chapter 558, Florida Statutes, within the meaning of Section 558.005(1), Florida Statutes. Section 10.3 of the Contract is revised to provide that venue with respect to any state or federal litigation in connection with this Agreement will be exclusively in Martin Town, Florida.

16. Availability of Funds. This Agreement is conditioned upon the availability of funds lawfully appropriated and available for the purposes set out herein as determined in the sole discretion of Owner. If funding for this Agreement is in multiple years, funds must be appropriated each year prior to costs being incurred. Nothing in this paragraph will prevent the making of contracts with a term of more than one (1) year, but any contract so made will be executory only for the value of the services to be rendered or paid for in succeeding fiscal years. In the event funds to finance this Agreement become unavailable, Owner may terminate this Agreement upon twenty-four (24) hours' notice to Consultant.

17. 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.

18. 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.

19. 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”).

20. 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 subcontractor, the subcontractor must provide Consultant with an affidavit that the subcontractor 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 subcontractors’ 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.

21. Public Records. Section 9.4 of the Contract is amended to replace the Town’s Chapter 119, Florida Statutes, Notice, with the Owner’s Chapter 119, Florida Statutes, Notice to read:

PUBLIC RECORDS COMPLIANCE. If by providing services to Owner pursuant to this Contract Consultant is a contractor, as defined by Section 119.0701, Florida Statutes, Consultant shall: (1) Keep and maintain public records required by the Owner to perform the services; (2) Upon request of the Owner’s custodian of public records, provide the Owner with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at the cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law; (3) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the term of this Contract and following competition of this Contract if Contractor does not transfer the records to the Owner; (4) Upon competition of this Contract, transfer to the Owner, at no cost, all public records in possession of Contractor or keep and maintain public records required by the Owner to perform the services. If Contractor transfers all public records to the Owner upon competition of this Contract, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Contractor keeps and maintains public records upon completion of this Contract, Contractor shall meet all applicable requirements for retaining public records. All records

stored electronically must be provided to the Owner upon request from the Owner's custodian of public records, in a format that is compatible with the information technology systems of the Owner.

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 TOWN CLERK, WHO IS 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 Agreement to be duly executed as of date signed by Owner (the "Effective Date").

Authentication

THE TOWN OF JUPITER ISLAND

Town Clerk
(TOWN SEAL)

By: _____
Penelope Townsend
Its Mayor
Date: _____

JLA GEOSCIENCES, INC.

By: _____
Name:
Its: Authorized Representative

**EXHIBIT A
UNIT PRICES FOR SERVICES**

**JLA Geosciences, Inc.
Schedule of Hourly Billing Rates**

Personnel/Title	Rate/hour
Project Manager - President	\$255.00
Principal Hydrogeologist	\$245.00
Senior Hydrogeologist III	\$228.00
Senior Hydrogeologist II	\$205.00
Senior Hydrogeologist I	\$167.00
Hydrogeologist III	\$155.00
Hydrogeologist II	\$140.00
Hydrogeologist I	\$132.00
Project Administration	\$95.00
Hydrologic Technician	\$95.00
Principal Modeling	\$255.00

Expenses

Expenses Billed at 5% of Labor. Company owned or personal vehicles will be charged at the prevailing IRS allowed reimbursement rate which is currently 70 cents per mile for project related travel excluding commute between home and office.

Subcontract

Subcontractor and Subcontract services will be invoiced at JLA Geosciences, Inc. cost multiplied by 1.0

Other Direct Costs

JLA Geosciences, Inc. owned equipment will be charged as needed on a project specified negotiated basis.



**SOUTH MARTIN
REGIONAL UTILITY**

CONTRACT MEMORANDUM

To: Mayor & Town Commission
Through: Robert Garlo, Town Manager
CC: Kimberly Kogos, Town Clerk
From: Stuart Trent, P.E., SMRU Director
RE: Emergency Response Equipment Purchase – Spending Approval
Date: 9/19/2025

SMRU has received a \$47,945.00 contribution in aid of purchase from the Preserve at Loblolly North for procurement of emergency response equipment to use in the event of power interruption to lift stations. Funds were contributed to purchase a sufficiently sized generator compatible with equipment and lift stations in use by SMRU.

SMRU has obtained pricing for the following:

- One (1) 35KW (model #LEHX0029-08), Portable Caterpillar Generator - \$64,019.62

Generators are proposed for direct purchase through the manufacturer, Caterpillar, via the Sourcewell contract, formerly National Joint Purchase Alliance, 092222-CAT, with delivery provided by Pantropic Power Inc., the regional representative.

REQUESTED ACTION

Staff requests the SMRU Board to authorize spending approval from the “contribution in aid of purchase” funds for this equipment, in the amount of \$64,019.62 to purchase the described emergency equipment. Equipment will be procured through Sourcewell for Caterpillar generator. POs will be individually issued and funded from GL line #403-413-564.100, Wastewater Collection Machinery and Equipment.

Robert Cosgrove - EPG Sales
8205 N.W. 58 St. Miami, FL. 33166
P: 305.592.4944/ F: 305.477.1943

Date: 08-15-25

Reference: South Martin Regional Utility
Town of Jupiter Island

Quote#: 3154 / 5377-01

Contract#: 092222-CAT

Category: Caterpillar Inc. Alternative Energy/Generators

Description: Power Generators

Effective 01/01/2025 - 12/31/2025

Sourcewell Member Generator Quote**Caterpillar Components:****Features**

Feature	Qty	Description	Unit Price	L/N	Total Price (USD)
PRIMEPA_I	1	PRIME POWER APPLICATION	0.00	N	0.00
CERTF4F_I	1	EPACARB TIER 4F EMISSION CERT	0.00	L	0.00
CERTUSA_I	1	INSIDE US EPA LOCATIONS	0.00	L	0.00
60H0480_I	1	60HZ 480 VOLT (WYE)	0.00	N	0.00
KW00027_I	1	60 Hz, 27 Kw	0.00	L	0.00
C02RN04_I	1	XQ35CM 480V 60Hz	48,731.00	L	48,731.00
STDALT_I	1	STANDARD ALTERNATOR	0.00	L	0.00
XQCP_I	1	STANDARD CONTROL PANEL- XQCP	0.00	L	0.00
LANENGC_I	1	ENGLISH PANEL LANGUAGE	0.00	N	0.00
LANENGO_I	1	ENGLISH INSTRUCTION LANGUAGE	0.00	N	0.00
MSEPGGN_I	1	GENERAL EPG	0.00	N	0.00
MSCEC77_I	1	PUBLIC OR CIVIL SERVICES	0.00	N	0.00
MWCODEF_I	1	STANDBY POWER	0.00	N	0.00
DFAG54822	1	DFA CONTRACT NUMBER	0.00		0.00
PL444_I	1	PRODUCT LINK 4G LTE TELEMATICS	0.00	L	0.00
TCVYES_I	1	ACCEPT - REVIEW LINK IN DESC	0.00	N	0.00
AM_I	1	AMERICAS BAND	0.00	L	0.00
STDBASE_I	1	STANDARD BASE	0.00	L	0.00
H30TRL_I	1	TRL XQ35 HYDRAULIC BRAKE	3,401.00	L	3,401.00
EYE76_I	1	3" EYE/PINTLE HITCH	91.00	L	91.00
STDENC_I	1	STANDARD ENCLOSURE	0.00	L	0.00
STDRAD_I	1	STANDARD RADIATOR	0.00	L	0.00
STDMUFF_I	1	STANDARD MUFFLER	0.00	L	0.00
NOCEM00_I	1	NO CLEAN EMISSIONS MODULE	0.00	L	0.00
STDAVR_I	1	AUTOMATIC VOLTAGE REGULATOR	0.00	L	0.00
AH1H_I	1	ANTI CONDENSATION HEATER	332.00	L	332.00
STDBAT_I	1	STANDARD BATTERY	0.00	L	0.00

Miami
8205 NW 58 Street
Miami, FL 33166
305.592.4944 tel
305.477.1943 fax**Fort Lauderdale**
2501 State Road 84
Ft. Lauderdale, FL 33312
954.797.7972 tel
954.791.7719 fax**West Palm Beach**
5460 Okeechobee Boulevard
West Palm Beach, FL 33417
561.640.0818 tel
561.640.7894 fax**Stuart**
272 N. Flagler Avenue
Stuart, FL 34994
772.692.3442 tel
772.692.9757 fax**Fort Myers**
2471 Rockfill Road
Fort Myers, FL 33916
239.337.4222 tel
239.337.4211 fax



Pantropic Power, Inc.
ONE SOURCE – ONE CALL – ONE SOLUTION™

www.pantropic.com

PBC10UL_I	1	BATTERY CHARGER UL10A 120VAC	608.00	L	608.00
WHH1_I	1	ENGINE BLOCK HEATER	82.00	L	82.00
NOPET00_I	1	NO PUMP ELECTRONIC TANK UNIT	0.00	N	0.00
BUSCON1_I	1	STD CONNECTION GROUP	615.00	L	615.00
3PHNEMA_I	1	3 PHASE NEMA LOCK RECEPTACLE	525.00	L	525.00
TRSGENT_I	1	PGS TEST REPORT	0.00	N	0.00
				USD List Total	54,385.00
				USD Net Total	0.00

Caterpillar USD List Total: 54,385.00
Caterpillar USD Net Total: 0.00

Sub Total = \$ 54,385.00
 Sourcewell Member Discount @ 21%
 Adjusted NET Price = \$ 42,964.15
 Net Items = \$ 0.00

Part A: Engine “Only” Total = \$ 42,964.15

Non - Caterpillar Parts

Part B:

Part C

Pantropic Power, Inc. Dealer Additions:

Freight = \$ 6,319.28
 Start-up and Training = \$ 5,200.00
 (2 days one (1) day start-up
 One (1) day training)
 Engineering = \$ 575.00

Miami
 8205 NW 58 Street
 Miami, FL 33166
 305.592.4944 tel
 305.477.1943 fax

Fort Lauderdale
 2501 State Road 84
 Ft. Lauderdale, FL 33312
 954.797.7972 tel
 954.791.7719 fax

West Palm Beach
 5460 Okeechobee Boulevard
 West Palm Beach, FL 33417
 561.640.0818 tel
 561.640.7894 fax

Stuart
 272 N. Flagler Avenue
 Stuart, FL 34994
 772.692.3442 tel
 772.692.9757 fax

Fort Myers
 2471 Rockfill Road
 Fort Myers, FL 33916
 239.337.4222 tel
 239.337.4211 fax



Pantropic Power, Inc.
ONE SOURCE – ONE CALL – ONE SOLUTION™

www.pantropic.com

O&M Manuals = \$ 500.00
Total = \$ 12,594.28

Part D: Pantropic Power, Inc. Dealer Additions:

Parts A+B+ C+D

Customer Price \$ 55,558.43 Each (Sales tax not included)

Adder for a Four-Position selector switch to reconnect generator leads.

- Quantity 1: Labor to install CAT’s 4-position selector switch (20 hrs of labor)
- Quantity 1: CAT’s 4-position selector switch
- Miscellaneous: Cables and additional hardware to rewire generator cables

Customer Price \$ 8,461.19 Each (Sales tax not included)

Note:

1. At the present time, the lead time for manufacturing a unit of this size is presently running at 30 - 32 weeks from the time of release.
2. Quotation providing items listed only.
3. The generator trailer base fuel tank is shipped empty no diesel fuel is provided within tank.
4. DEF Fluid tank is shipped empty no DEF fluid is provided within tank.

Miami
8205 NW 58 Street
Miami, FL 33166
305.592.4944 tel
305.477.1943 fax

Fort Lauderdale
2501 State Road 84
Ft. Lauderdale, FL 33312
954.797.7972 tel
954.791.7719 fax

West Palm Beach
5460 Okeechobee Boulevard
West Palm Beach, FL 33417
561.640.0818 tel
561.640.7894 fax

Stuart
272 N. Flagler Avenue
Stuart, FL 34994
772.692.3442 tel
772.692.9757 fax

Fort Myers
2471 Rockfill Road
Fort Myers, FL 33916
239.337.4222 tel
239.337.4211 fax



Pantropic Power, Inc.
ONE SOURCE – ONE CALL – ONE SOLUTION™

www.pantropic.com

Important: Quote does not include the following (unless otherwise specifically noted above in the General Scope of Supply):

- **Fuel, Fuel Piping, Fuel Venting**
- **Fuel Equipment Installation**
- **Exhaust Equipment Installation**
- **Exhaust Pipe & Insulation**
- **Electrical Equip. Installation**
- **Cables, Wires and Conduits**
- **All Equipment Installation**
- **Engineering & Design**
- **Engineering Drawings**
- **Installation Permitting & Fees**
- **Foundation Concrete Pad**
- **Equipment Unloading**
- **Equipment Storing**
- **Equipment Rental**
- **Equipment Anchoring**

TERMS:

- 25% non-refundable down payment at the time of releasing the unit into manufacturing.
- 65% payment due once the unit leaves the factory.
- The final 10% due upon completion of start-up and commissioning.

Sales tax has not been included in this quotation. CONDITIONS: Terms of this sale are subject to credit approval @ Pantropic Power. Cancellations will not be accepted except on terms that will indemnify Pantropic Power against any loss. Cancellation charges will apply to orders cancelled after Pantropic’s receipt of written release for production from Customer. Prices are valid for 30 days from quote date. The conditions of this quotation become a part of any order resulting hereforth and any purchase order submitted in response to this quotation, modifying, altering, or adding to these conditions shall not be binding unless accepted by us in writing. There are no agreements, understandings, or stipulations relative to this quotation other than those expressed herein. Quotation is subject to Standard Pantropic Power Products, Inc. Standard Terms & Condition on reverse side.

Thank you for allowing us the opportunity to propose the above-described equipment.

PANTROPIC POWER, INC.

Robert Cosgrove
(305) 477-3329 Ext. 3110
(305) 477-1943 Fax

Miami
8205 NW 58 Street
Miami, FL 33166
305.592.4944 tel
305.477.1943 fax

Fort Lauderdale
2501 State Road 84
Ft. Lauderdale, FL 33312
954.797.7972 tel
954.791.7719 fax

West Palm Beach
5460 Okeechobee Boulevard
West Palm Beach, FL 33417
561.640.0818 tel
561.640.7894 fax

Stuart
272 N. Flagler Avenue
Stuart, FL 34994
772.692.3442 tel
772.692.9757 fax

Fort Myers
2471 Rockfill Road
Fort Myers, FL 33916
239.337.4222 tel
239.337.4211 fax