

**AGENDA
TOWN OF JUPITER ISLAND
TOWN COMMISSION MEETING
TUESDAY, MARCH 24, 2026, 10:00 AM
ISLAND ROOM – TOWN HALL – 2 BRIDGE ROAD
SOUTH MARTIN REGIONAL UTILITY (SMRU) MEETING**

PLEDGE OF ALLEGIANCE

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 January 16, 2026

Category B- Other Informational Materials (No Action Required)

- a. Fixed Assets Disposal
b. FY 25/26 SMRU Budget Status and Balance Sheet – Period Ending February 2026

ADMINISTRATIVE AGENDA

2. Director's Report

SMRU BOARD ACTION ITEMS

3. Resolution No. 950 – Amending and Supplementing the Bond Resolution to Modify Rate Covenants and Allow Issuance of Additional Bonds
4. Piggyback Agreement with Safety & Boot Center, Inc. – Safety Boots, Supplies, and Personal Protective Equipment
5. Piggyback Agreement with Advanced Environmental Laboratories – Laboratory Testing Services
6. Spending Authorization - St. Lucie Battery & Tire
7. Amendment to Work Authorization No. 61 with Holtz Consulting Engineers – Wastewater Hydraulic Modeling & Treatment Expansion Study
8. Work Authorization No. 63 with Holtz Consulting Engineers – WWTP Air Header Piping Replacement Consulting Services
9. Work Authorization No. 5 with Kimley Horn & Associates – Potable Water Hydraulic Modeling & Treatment Expansion Study
10. Amendment to Work Authorization No. 1 with Raftelis Financial Consultants – Utility Rate & Connection Fee Study

11. 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
Utility Director, Matthew Hammond
SMRU Executive Assistant, Sabrina Fahrer

TOWN VISION

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

STATE MANDATED STATEMENT

If a person decides to appeal any decision made by the board, agency, or commission with respect to any matter considered at such meeting or hearing, he will need a record of the proceedings, and that, for such purpose, he may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. Any person requiring a special accommodation at this meeting because of a disability or physical impairment should contact the Town prior to the meeting. Please contact the Town Hall, 2 Bridge Road, Hobe Sound, FL 33455, telephone (772) 545-0103.

**MINUTES
SOUTH MARTIN REGIONAL UTILITY MEETING
FRIDAY, JANUARY 16, 2026
JUPITER ISLAND TOWN HALL**

Called to Order: 12:23 PM

Present:

Town Commission

**Penny Townsend, Mayor
Anne Scott, Vice Mayor
Joe Taddeo, Commissioner
Marshall Fiedl, Commissioner
Patsy Warner, Commissioner**

Also Present:

**John Duchock, Assistant Town Manager
Matthew Pazanski, Finance Director
Matthew Hammond, P.E., Utilities Director
Phil Gildan, SMRU Attorney
Sabrina Fahrer, SMRU Executive Assistant
Scott Towler, FGUA**

CONSENT AGENDA

1. Consent Agenda

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

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

Category B – Other Information Materials (No Action Required)

- b. Fixed Assets Disposal

Motion to Approve Consent Agenda: Commissioner Field

Second: Commissioner Taddeo

Carried: 5-0

ADMINISTRATIVE AGENDA

2. Director's Report

No action was taken by the Board

3. FY 25/26 SMRU Budget Status and Balance Sheet – Period Ending December 2025

No action was taken by the Board

Commissioner Field requested the finance director look into the SMRU 5-year cash flow projection of bond coverage.

4. Grant Status Update

No action was taken by the Board

PRIORITY MATTERS & PRESENTATIONS

5. FGUA – Presentation*

Discussion: Scott Towler with FGUA presented their concept and process for the possible acquisition of SMRU's Wastewater Plant. Commissioners requested SMRU staff to provide a strategic plan regarding the SMRU Wastewater Plant future options to be brought back to the Board for further review. No action was taken by the Board.

*** Vice Mayor Scott excused to leave at 1:24 PM.*

SMRU BOARD ACTION ITEMS

6. Centerline Drilling, Inc. – Continuing Well Maintenance and Rehabilitation Contract Renewal and Spending Approval

Discussion: SMRU Staff requests that the Board approve the one (1) year renewal with Centerline Drilling, Inc., authorization for the Mayor to sign the agreement, and spending approval of \$170,000.00 for the planned well maintenance and rehabilitation during Fiscal Year 25-26.

Motion to Approve Centerline Drilling Contract Renewal and Spending Approval:
Commissioner Taddeo
Second: Commissioner Fields
Carried: 4-0

7. Spending Approval Request

a. Core and Main – Spending Approval

Discussion: SMRU staff requests spending authorization with Core & Main, LP in the amount of \$100,000.00 for the purchase of supplies and materials during Fiscal Year 25-26.

Motion to Approve Core and Main Spending Request: Commissioner Field
Second: Commissioner Taddeo
Carried: 4-0

b. Ferguson Enterprises – Spending Approval

Discussion: SMRU Staff requests spending authorization with Ferguson Enterprises, LLC in the amount of \$175,000.00 for the purchase of supplies and materials during Fiscal Year 25-26.

Motion to Approve Ferguson Enterprises Spending Request: Commissioner Field
Second: Commissioner Taddeo
Carried: 4-0

** No advance Materials provided*

Meeting Adjourned at 1:30 PM

Attested by:

Sabrina Fahrer, SMRU Commission Meeting Secretary

STATE MANDATED STATEMENT

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SOUTH MARTIN REGIONAL UTILITY

AGENDA ITEM 1.b.

To: Mayor & Town Commission
Through: Matthew Hammond, PE – SMRU Director
Matthew Pazanski – Finance/HR Director
CC: Kimberly Kogos – Town Clerk

From: Linda Haggerty – SMRU Finance Manager

RE: Fixed Asset Disposal

Date: March 24, 2026

Executive Summary:

In accordance with the Town of Jupiter Island's Accounting Policy and Procedure Manual and Florida Statute 274.07, authority for the disposal of property shall be recorded in the minutes of the governmental unit. Property is defined as fixtures and other tangible personal property of a non-consumable nature.

Attached is a listing of items that have been identified as obsolete or the continued use of which is uneconomical or inefficient, or which serves no useful function or lost /stolen or unidentifiable. Upon receiving authority for disposal, these assets will be disposed of in accordance with established Town policies and procedures. Disposals will be recorded as required for auditing purposes.

Approved methods of disposal include public auction, donation, or scrapping, as appropriate.

Recommendation Action:

Approval to remove the attached list of assets from the SMRU Asset Listing.

South Martin Regional Utility
Asset/Inventory Disposal Listing
March 24, 2026

ASSET INFORMATION													DISPOSAL INFORMATION			
Date Added	Location	Asset/Inventory/ Surplus	Asset ID#	Quantity	Description #1	Description #2	Manufacturer	Model #	Serial #	Estimated Salvage Value	Trade In Value	Commission Approved	Dispsal Form Submitted	Method of Disposal	Date Disposed	Amount
10/29/25	COLLE	ASSET	422442	1	C33-85, PUMP #1	QUAIL RIDGE	BARNES	SGV5022L	C1576427-031	\$ 5.00	\$ -		Y			
10/31/25	DIST	ASSET	N/A	29	¾" brass water meters		Precision/Invensys	none	Multi	\$ 174.00	\$ -		Y			
10/31/25	DIST	ASSET	N/A	5	1" brass water meters		Precision/Invensys	none	Multi	\$ 30.00	\$ -		Y			
10/31/25	DIST	ASSET	N/A	3	1½" brass water meter		Precision/Invensys	none	Multi	\$ 18.00	\$ -		Y			
11/30/25	DIST	ASSET	N/A	1	¾" brass water meters		Precision/Invensys	none	Multi	\$ 6.00	\$ -		Y			
11/30/25	DIST	ASSET	N/A	3	1" brass water meters		Precision/Invensys	none	Multi	\$ 18.00	\$ -		Y			
11/30/25	DIST	ASSET	N/A	3	1½" brass water meter		Precision/Invensys	none	Multi	\$ 18.00	\$ -		Y			
11/30/25	DIST	ASSET	N/A	1	2" brass water meter		Precision/Invensys	none	Multi	\$ 6.00	\$ -		Y			
12/31/25	DIST	ASSET	N/A	17	¾" brass water meters		Precision/Invensys	none	Multi	\$ 102.00	\$ -		Y			
12/31/25	DIST	ASSET	N/A	3	1½" brass water meter		Precision/Invensys	none	Multi	\$ 18.00	\$ -		Y			
1/26/26	SWTP	ASSET	423609	1	125HP SUBMERSIBLE MOTOR	RO WELL #2		316SS		N/A	N/A		Y	REBUILD	N/A	N/A
1/28/26	SWTP	ASSET	422953	1	COMPUTER, DELL LATITUDE 5490	LAPTOP	DELL	P72G	15F4VT2	\$ -	\$ -		Y			
1/28/26	DIST	ASSET	422334	1	PORTABLE AUTO FLUSHER		ECLIPSE	9700	N/A	\$ 5.00	N/A		Y			
1/30/26	COLLE	ASSET	422008	1	B2-26, PUMP #2	THE VILLAS	BARNES	4SE15034L	T1017161	\$ 5.00	N/A		Y			
1/30/26	COLLE	ASSET	422002	1	A28-96, PUMP #2	TRANQUILITY	FLYGT	31521810213	315218102513	\$ 5.00	N/A		Y			
2/2/26	WWTP	ASSET	100658	1	TABLET		DELL	LATITUDE 7212	9IMYSG2	\$ -	\$ -		Y			
2/2/26	WWTP	ASSET	100659	1	TABLET		DELL	LATITUDE 7212	6IMYSG2	\$ -	\$ -		Y			
2/2/26	WWTP	ASSET	100660	1	TABLET		DELL	LATITUDE 7212	1KMYSG2	\$ -	\$ -		Y			
2/2/26	WWTP	ASSET	422852	1	TABLET		DELL	LATITUDE 7212	HHMYSG2	\$ -	\$ -		Y			
2/2/26	WWTP	ASSET	422853	1	TABLET		DELL	LATITUDE 7212	1HMYSG2	\$ -	\$ -		Y			
2/2/26	WWTP	ASSET	422854	1	TABLET		DELL	LATITUDE 7212	8HMYSG2	\$ -	\$ -		Y			
2/2/26	WWTP	ASSET	422855	1	TABLET		DELL	LATITUDE 7212	3HMYSG2	\$ -	\$ -		Y			
2/2/26	WWTP	ASSET	422856	1	TABLET		DELL	LATITUDE 7212	HJMYSG2	\$ -	\$ -		Y			
2/4/26	PS	ASSET	422474	1	COMPUTER, DELL LATITUDE E6520		DELL	LATITUDE E6520	34H86R1	\$ -	\$ -		Y			
2/4/26	PS	ASSET	422475	1	COMPUTER, DELL LATITUDE E6520		DELL	LATITUDE E6520	4D4C6R1	\$ -	\$ -		Y			
2/12/26	WWTP	ASSET	422320	1	4 YD GRIT DUMPSTER		N/A	N/A	N/A	\$ 30.00	\$ -		Y			
2/12/26	WWTP	ASSET	422569	1	4 YD GRIT DUMPSTER		N/A	N/A	N/A	\$ 30.00	\$ -		Y			

**SOUTH MARTIN REGIONAL UTILITY
INTERIM BUDGET FY 2026**

Account Description	FY 2026 Adopted Budget	2024-2025 Prior Year to Date 2/28/2025	2025-2026 Year to Date 2/28/2026	YTD 41% Target
Revenue				
Water Revenues	8,578,713	3,577,288	3,724,069	43%
Waste Water Revenue	3,921,654	1,545,450	1,611,605	41%
Other Services	716,338	415,745	480,711	67%
Grants and Donations	0	355,000	0	0%
Misc. Revenues/Interest Income	550,000	715,433	734,876	134%
Total Operating Revenues	13,766,705	6,608,915	6,551,261	48%
Connection Fees	110,000	225,967	349,267	318%
Contribution in Aid of Construction	500,000	122,430	0	0%
Transfer From Prior Yr Budget	5,428,217	0	0	0%
Transfer from Reserves	0	2,500,000	0	0%
Connection Fee Reserves	1,000,000	0	0	0%
Transfer from Debt Service	0	357,810	150,000	0%
Total Revenues	20,804,922	9,815,122	7,050,528	34%
Expenses				
Payroll	3,526,471	1,284,781	1,414,744	40%
Pension	477,825	32,879	106,784	22%
Benefits	1,048,591	425,665	548,867	52%
Total Personnel	5,052,887	1,743,325	2,070,395	41%
Total Operating	5,933,083	1,985,370	1,945,117	33%
Total Personnel and Operating	10,985,970	3,728,694	4,015,511	37%
Capital Fund (402)	500,000	59,859	12,966	3%
Capital Fund (406 & 407)	1,110,000	0	0	0%
Renewal & Replacement Fund (403)	6,240,052	666,364	636,940	10%
Debt Service Fund (404)	1,968,900	1,119,882	820,375	42%
Transfer from O&M (403, 404 Net)		2,500,000	0	
Total Non - Operating	9,818,952	4,346,105	1,470,281	15%
Total Expenses	20,804,922	8,074,799	5,485,793	26%
Total +/-	0	1,740,323	1,564,736	

03/05/2026

TOWN OF JUPITER ISLAND - SMRU

INTERIM BALANCE SHEET

Period Ending 2/28/2026

GL Number	Description	Balance
Fund 401 - UTILITY OPERATIONS/MAINT FUND		
*** Assets ***		
401-000-101.000	CASH IN BANK-SEACOAST NATIONA	1,537,977.37
401-000-101.152	INVESTMENT POOL	20,292,691.19
401-000-101.154	INVESTMENT- FL PALM	510,246.76
401-000-101.155	INVESTMENT-SBA	8,169,665.55
401-000-101.158	INVESTMENT	2,768,387.88
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	978,600.44
401-000-117.000	ALLOWANCE FOR UNCOLLECTIBLE A	(74,550.05)
401-000-121.000	ASSESSMENTS	255,472.81
401-000-125.121	ASSESSMENT INTEREST RECEIVABL	3,660.81
401-000-131.001	DUE FROM GENERAL FUND	(498.60)
401-000-131.402	DUE FROM CAPITAL	0.00
401-000-131.403	DUE FROM R&R	0.00
401-000-133.001	DUE FROM STATE OF FLORIDA	0.00
401-000-141.001	INVENTORY	425,172.81
401-000-154.003	DEFERRED LOSS-2006 REFUNDING	93,629.25
401-000-154.004	DEFERRED LOSS-2010 REFUNDING	0.03
401-000-154.010	DEFERRED OUTFLOWS	76,244.00
401-000-155.000	PREPAID ITEMS	15,348.39
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	6,825,113.23
401-000-162.902	BUILDINGS-WASTE WATER	5,073,567.56
401-000-162.903	BUILDINGS-GENERAL	379,617.02
401-000-164.901	WATER DISTRIBUTION SYSTEM	36,461,577.60
401-000-164.902	WASTE WATER COLLECTION SYSTEM	28,208,366.65
401-000-164.903	WELLS	6,158,866.37
401-000-165.901	ACCUM DEP-WATER	(24,668,331.77)
401-000-165.902	ACCUM DEP-WASTE WATER	(18,126,125.38)
401-000-166.900	FURNITURE, FIXTURES& EQUIPMEN	4,647,079.57
401-000-166.901	EQUIPMENT-WATER	3,028,702.96
401-000-166.902	EQUIPMENT-WASTE WATER	4,015,734.20
401-000-167.900	A/D-FURNITURE, FIX., & EQUIP.	(2,900,736.23)
401-000-169.900	CONSTRUCTION WORK IN PROGRESS	2,209,964.04
	Total Assets	<u>100,756,726.46</u>
*** Liabilities ***		
401-000-202.000	ACCOUNTS PAYABLE	(631.87)
401-000-207.001	DUE TO GENERAL FUND	101,706.03
401-000-210.000	COMPENSATED ABSENCES	324,782.25
401-000-223.001	DEFERRED INFLOWS	128,220.00
401-000-224.903	UTILITY BOND PREMIUM	704,068.60
401-000-229.001	OVERPAYMENTS	32.98
401-000-232.902	UTILITY BOND PAYABLE 2020	25,440,000.00
401-000-237.001	OPEB LIABILITY	209,859.00
401-000-239.904	NOTE PAYABLE - BOA	9,361,468.24
401-000-239.905	NOTE PAYABLE - BOA	833,429.90
	Total Liabilities	<u>37,102,935.13</u>
*** Fund Balance ***		
401-000-276.000	NET ASSETS	<u>63,653,791.33</u>
	Total Liabilities And Fund Balance	<u>100,756,726.46</u>

Schedule of Bond Coverage 2026

	FY 2026 Adopted Budget	Prior YTD 2/28/2025	YTD 2/28/2026
Operating Revenue			
Water Revenues	8,578,713	3,577,288	3,724,069
Waste Water Revenue	3,921,654	1,545,450	1,611,605
Other Services	716,338	415,745	480,711
Miscellaneous Revenues	550,000	715,433	734,876
Total Operating Revenues	13,766,705	6,253,915	6,551,261
Operating Expenses			
Payroll	3,526,471	1,284,781	1,414,744
Pension	477,825	32,879	106,784
Benefits	1,048,591	425,665	548,867
Total Personnel	5,052,887	1,743,325	2,070,395
Total Operating	5,933,083	1,985,370	1,945,117
Total Personnel and Operating Expenses	10,985,970	3,728,694	4,015,511
Net revenue available for debt service before connection fees	2,780,735	2,525,221	2,535,750
Connection Fees	110,000	225,967	349,267
Net revenue available for debt service including connection fees	2,890,735	2,751,188	2,885,017
Scheduled Debt Service	1,968,900	1,119,882	820,375
Debt service coverage before connection fees	1.4	2.3	3.1
Minimum required coverage 1.10			
Debt service coverage including connection fees	1.5	2.5	3.5
Minimum required coverage 1.20			



SOUTH MARTIN REGIONAL UTILITY

MEMORANDUM

To: Mayor & Town Commission
Through: Robert Garlo – Town Manager
From: Matthew Hammond, PE – SMRU Director
CC: Kimberly Kogos – Town Clerk
RE: Directors Report – January & February 2026
Date: March 24, 2026

Water – Attachment 1

Total potable water production peaked at 5.78 million gallons per day (MGD), which is 71% of the total permitted capacity and ~90% of the total operational capacity of the water plants. Maximum monthly groundwater withdrawals from the surficial aquifer and Upper Floridan aquifers were 115.7 million gallons (MG) (67% of permitted capacity) and 50.1 MG (26% of permitted capacity) respectively. Detailed water production charts are provided in Attachment 1.

Total System Production

Month	Current	Prior Year	5-Year Average	% Capacity
January	5.78	4.64	5.24	71%
February	5.06	4.21		62%

Groundwater Withdrawals

- Surficial Aquifer

Month	Current	Prior Year	5-Year Average	% Capacity
January	115.7	94.0	96.5	67%
February	97.5	79.9		56%

- Floridan Aquifer

Month	Current	Prior Year	5-Year Average	% Capacity
January	50.1	43.0	54.8	26%
February	46.6	48.1		24%

Wastewater – Attachment 2

Treated wastewater peaked at a monthly average of 0.939 MGD with a rolling annual average of 0.874 MGD or 62% of the permitted plant capacity. The maximum average monthly flow delivered to reclaimed water customers was 0.927 MGD while the no effluent was disposed via the rapid infiltration basins. Detailed wastewater treatment charts are provided in Attachment 2.

Treatment

Month	Current	Prior Year	5-Year Average	% Capacity
January	0.939	0.966	0.853	67%
February	0.938	0.948		67%

Disposal

- Reclaimed Water Customers

Month	Current	Prior Year	5-Year Average	% Capacity
January	0.927	0.983	0.824	57%
February	0.921	0.951		57%

- Rapid Infiltration Basin Disposal

Month	Current	Prior Year	5-Year Average	% Capacity
January	0.0	0.0	0.04	0%
February	0.0	0.0		0%

Customer Service – Attachment 3

Revenue

Year-over-year revenue from services provided was up 15.3% in January and down 1.7% in February. The January increase is due to higher-than-average water sold over the prior year, particularly during the first week of the month.

- Water Revenue

Month	Current	Prior Year	5-Year Average
January	\$922,739	\$774,491	\$746,280
February	\$787,243	\$773,915	\$692,967

- Sewer & Reclaimed Water Revenue

Month	Current	Prior Year	5-Year Average
January	\$429,865	\$398,538	\$378,296
February	\$408,173	\$401,896	\$372,222

Accounts

Four (4) permanent water accounts were added in January and February bringing the total number to 9,796 potable water accounts, excluding temporary construction meters. Five (5) wastewater accounts were added in January and February bringing the total number to 7,449 wastewater accounts.

Infrastructure

There were four (4) water leaks repaired in January and February. All were on service lines.

Crews responded to eight (8) sewer backups, one was found to be on the customer's side of the sewer lateral.

Major Projects

Rate Study

- Status: In progress
- Current Activities:
 - The rate study is on hold while the capital plan and connection fee study catch up.
- Upcoming Activities:
 - An amendment to include the connection fees to the financial analysis is on the March agenda for approval.

PFAS Pilot Study

- Status: In progress
- Current Activities:
 - Sampling collection at the South Water Treatment Plant and North Water Treatment Plant pilot skids continued.
- Upcoming Activities:
 - Continuing sampling collection
 - Analysis of sampling results and recommendation of alternative (Kimley Horn)

North Water Treatment Plant Upgrades

- Status: In design
- Current Activities:
 - The engineering consultant (Kimley-Horn) and SMRU staff met with Martin County Growth Management to coordinate landscaping requirements at water plant site.
 - The Final Site Plan was resubmitted to Growth Management.
- Upcoming Activities:
 - Martin County administrative approval for the Final Site Plan
 - 60% design submittal (Kimley-Horn)

Gomez Neighborhood Water Main Extensions – Phase 2 (Expanded Pettway Area)

- Status: In design
- Current Activities:
 - Finalize construction documents for bid (Engenuity Group)
- Upcoming Activities:
 - Acquire remaining easements (Martin County)
 - Advertise the project for bid (Martin County)

Wastewater Treatment Plant Clarifier Rebuild

- Status: In progress
- Current Activities:
 - Parts (flights, chains, etc.) for Clarifiers #3 & #4 were received
 - Staff is in the process of acquiring quotes for installation
- Upcoming Activities:
 - Execute work authorization(s) for installation of the replacement clarifier mechanisms

Wastewater Treatment Plant Air Header Piping Replacement

- Status: Not started
- Current Activities:
 - Met with the design consultant onsite to develop scope-of-work
- Upcoming Activities:
 - Work Authorization for design and permitting on March agenda for approval.

Attachment 1

Water Production



System Permitted
Capacity Used

71%

NWTP Permitted
Capacity Used

55%

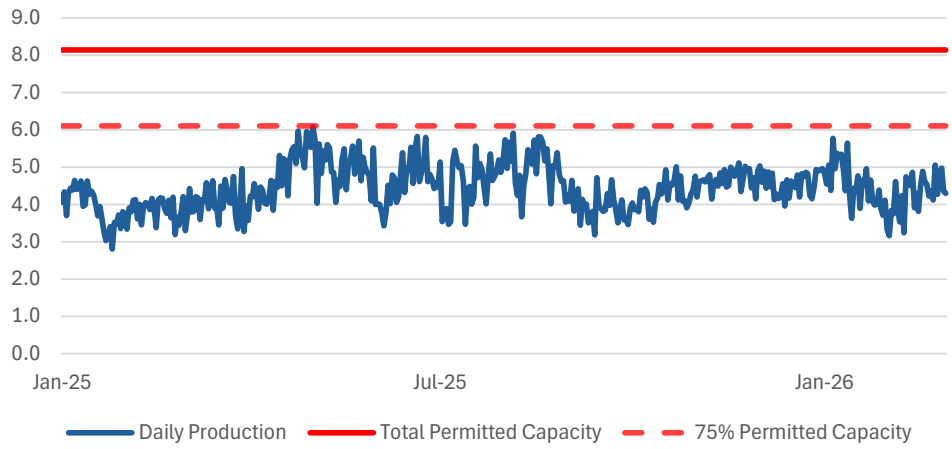
SWTP Permitted
Capacity Used

92%

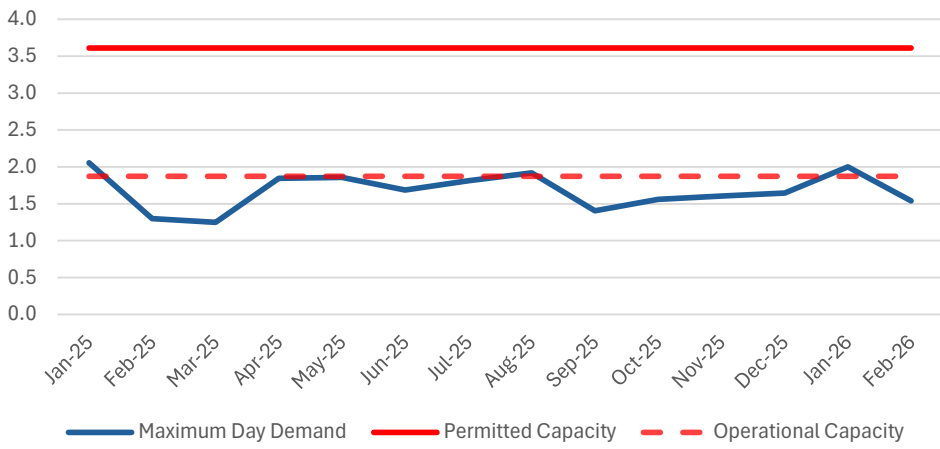
Water Production

Through 02/2026

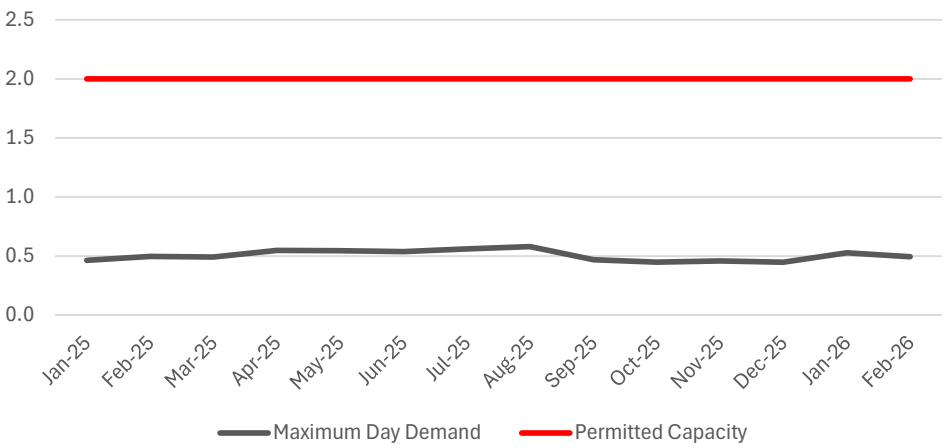
Total Potable Water System



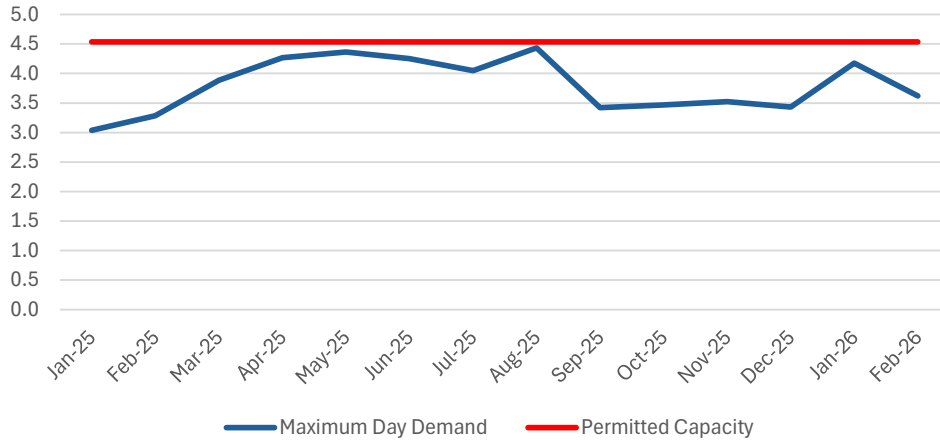
North WTP



Concentrate Disposal



South WTP



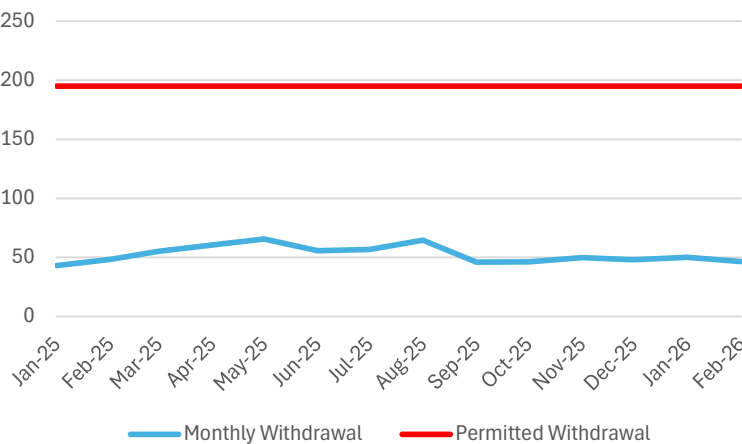
Groundwater Withdrawals

Through 02/2026

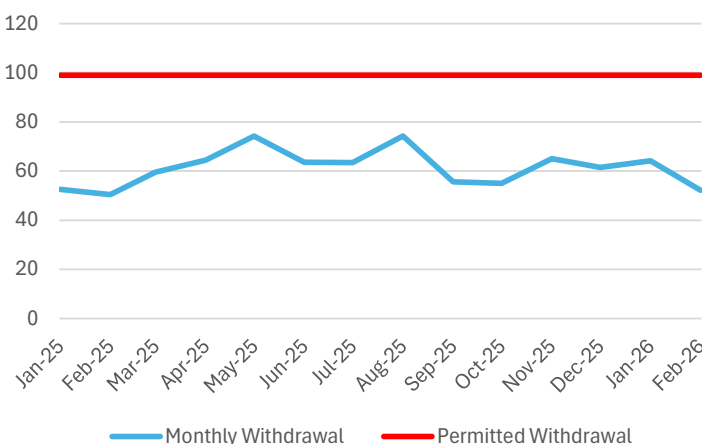


Monthly

Floridan Aquifer



North Surficial Wellfield

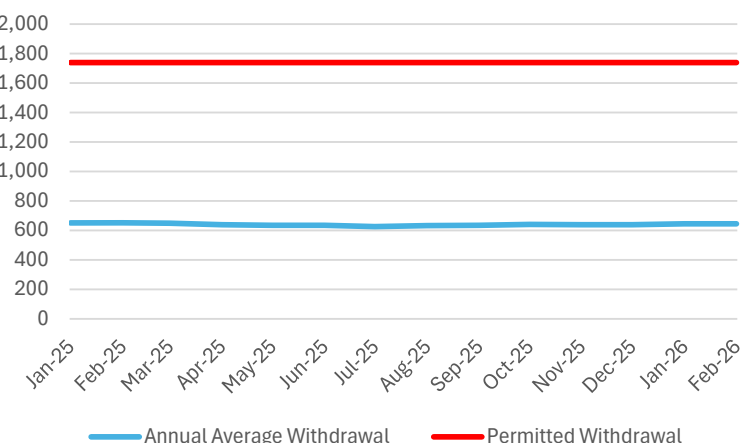


South Surficial Wellfield

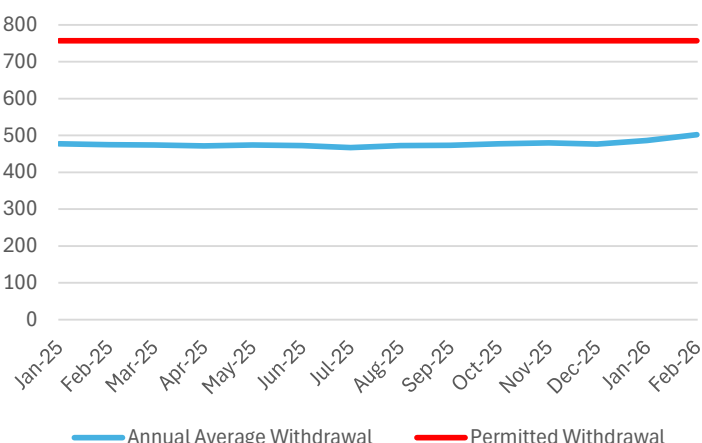


Annual Average

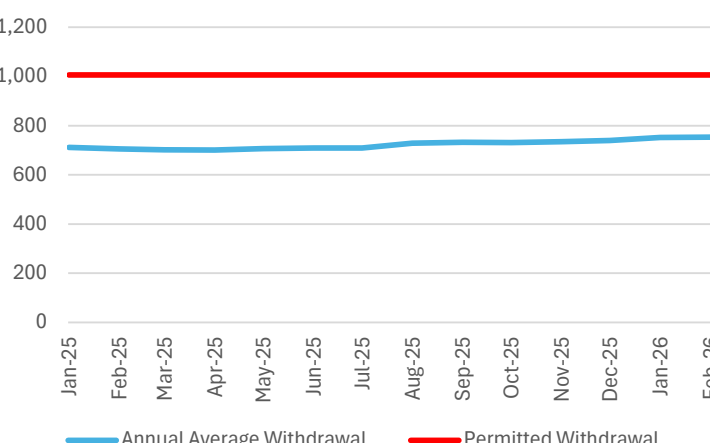
Floridan Aquifer



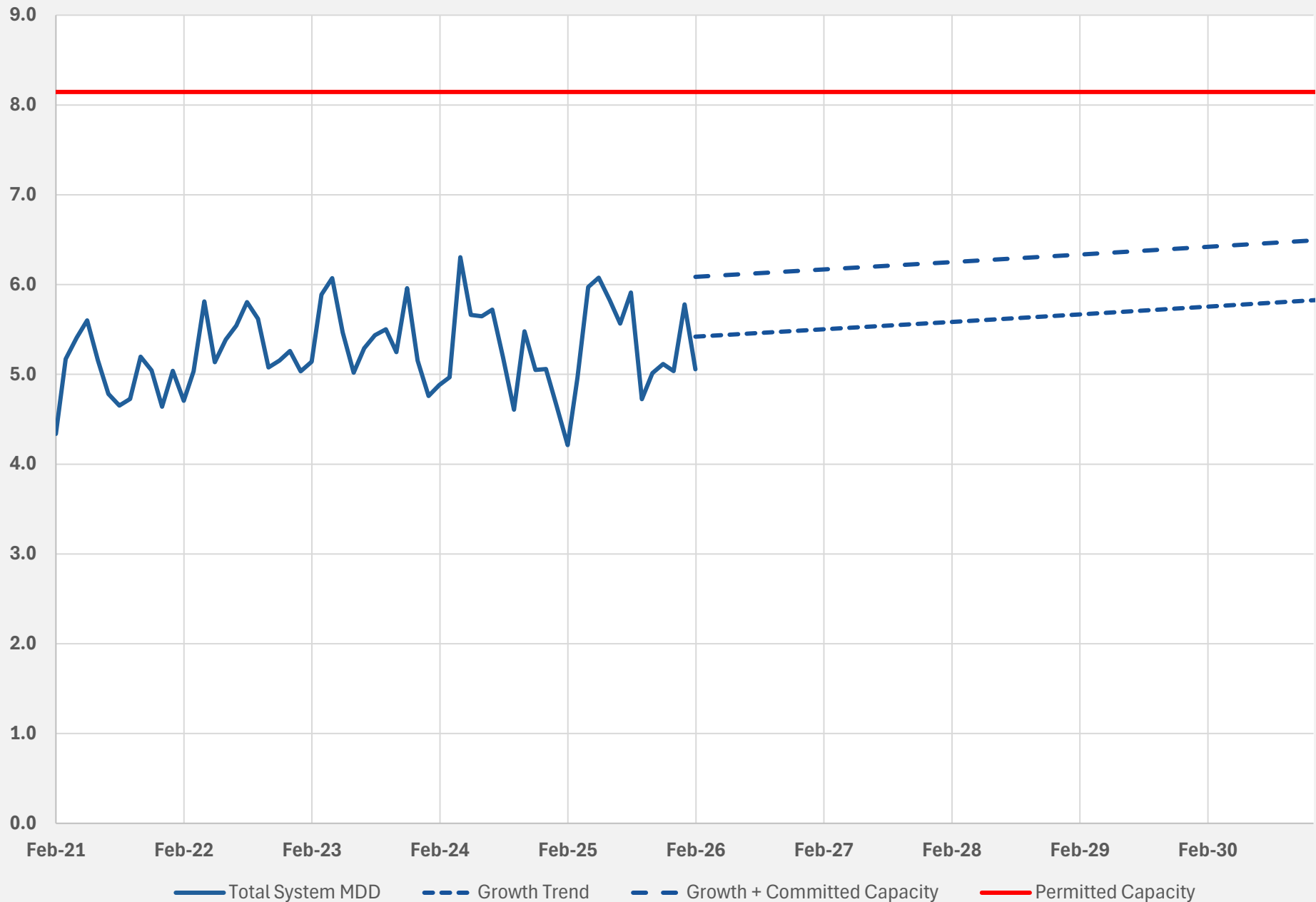
North Surficial Wellfield



South Surficial Wellfield



5-Year Water Demand Projections



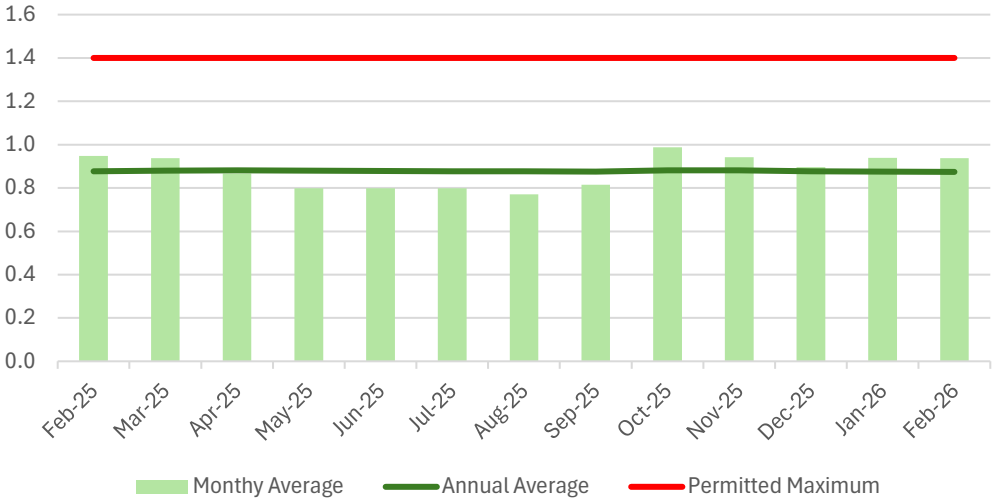
Attachment 2

Wastewater Treatment

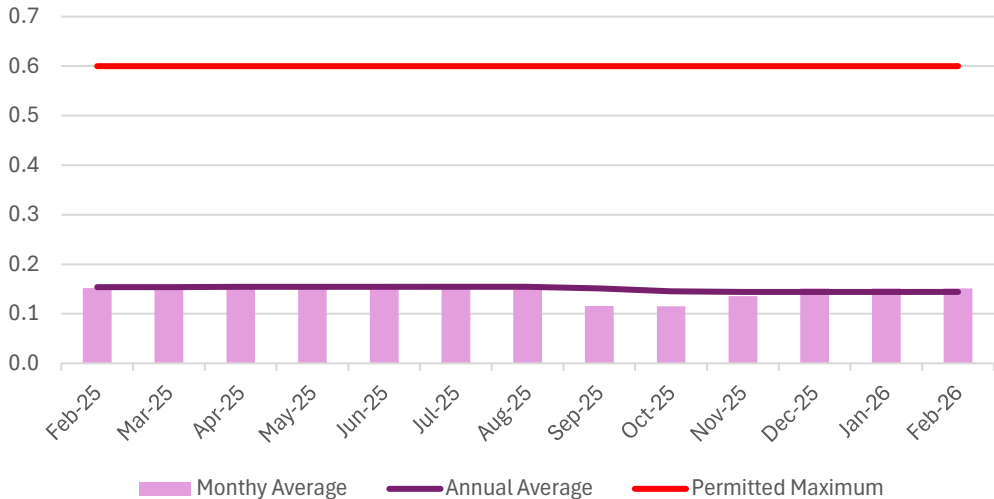
Wastewater Treatment

Through 02/2026

Influent Flow (FLW-1)



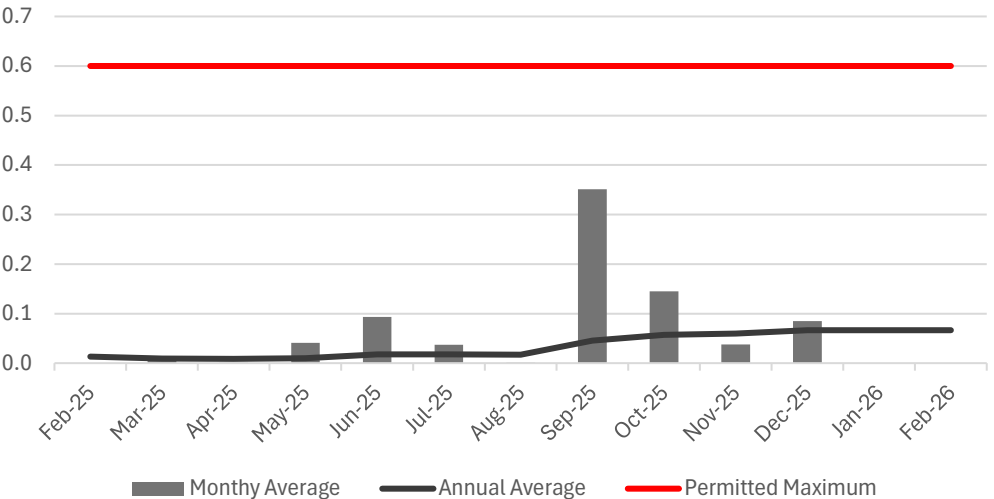
Loblolly RCW (FLW-2)



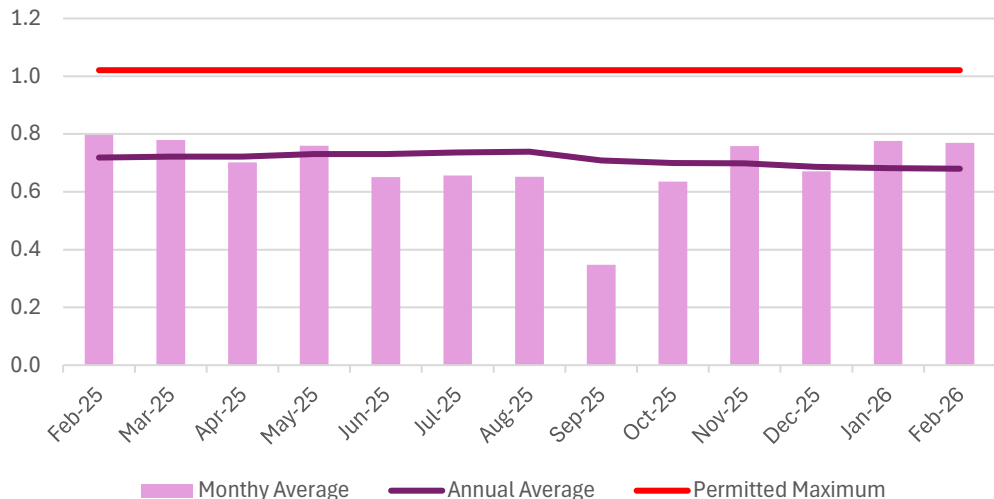
Percent Permitted Capacity

62%

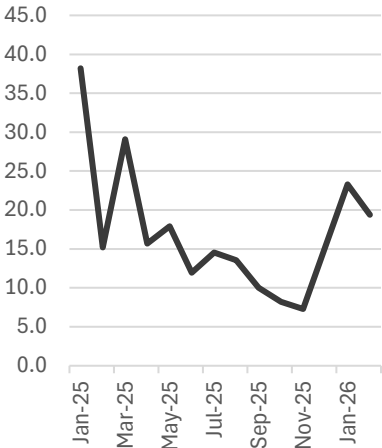
Rapid Infiltration Basin (FLW-4)



Other RCW Users (FLW-3)



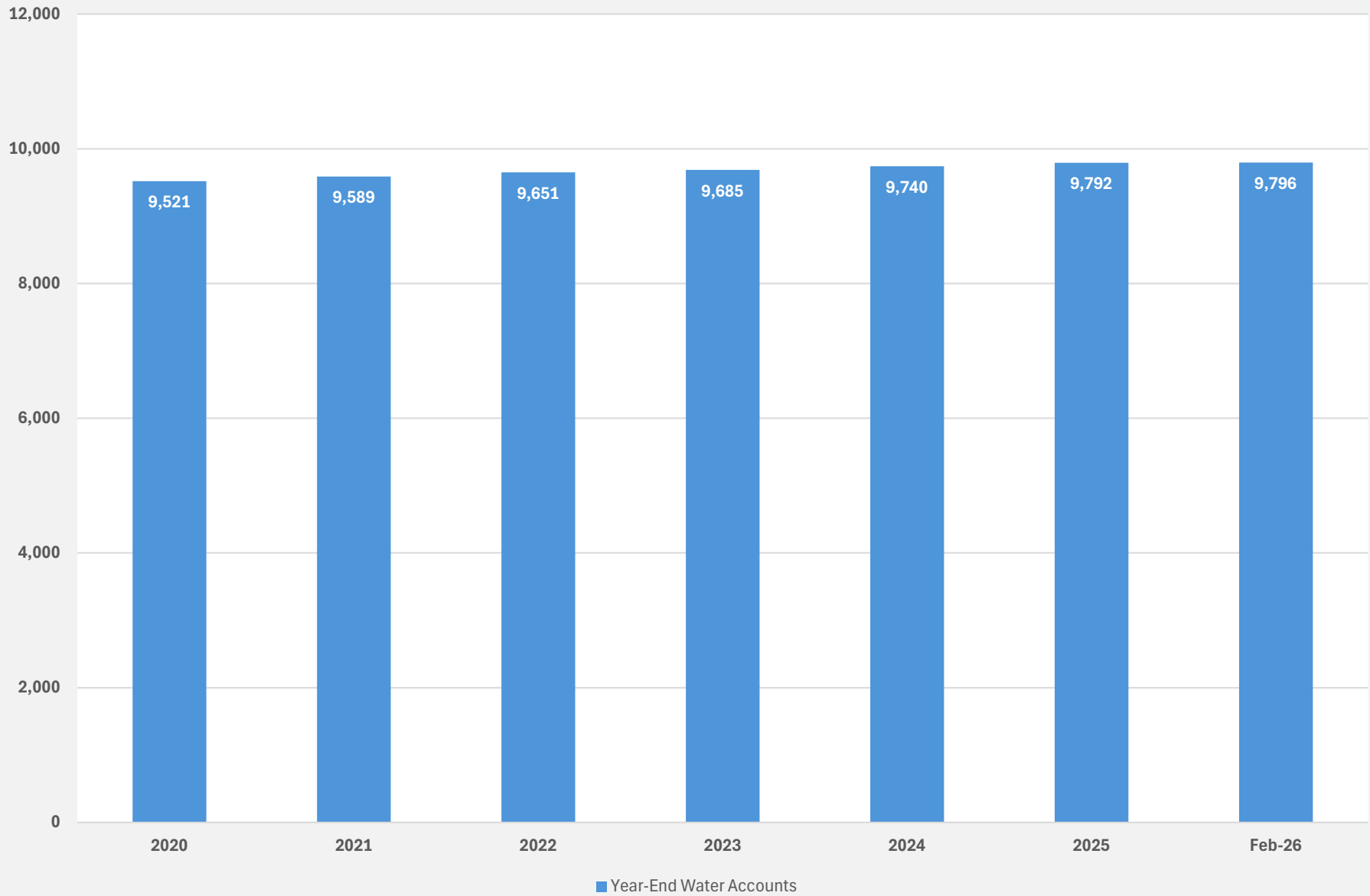
Biosolids Disposed



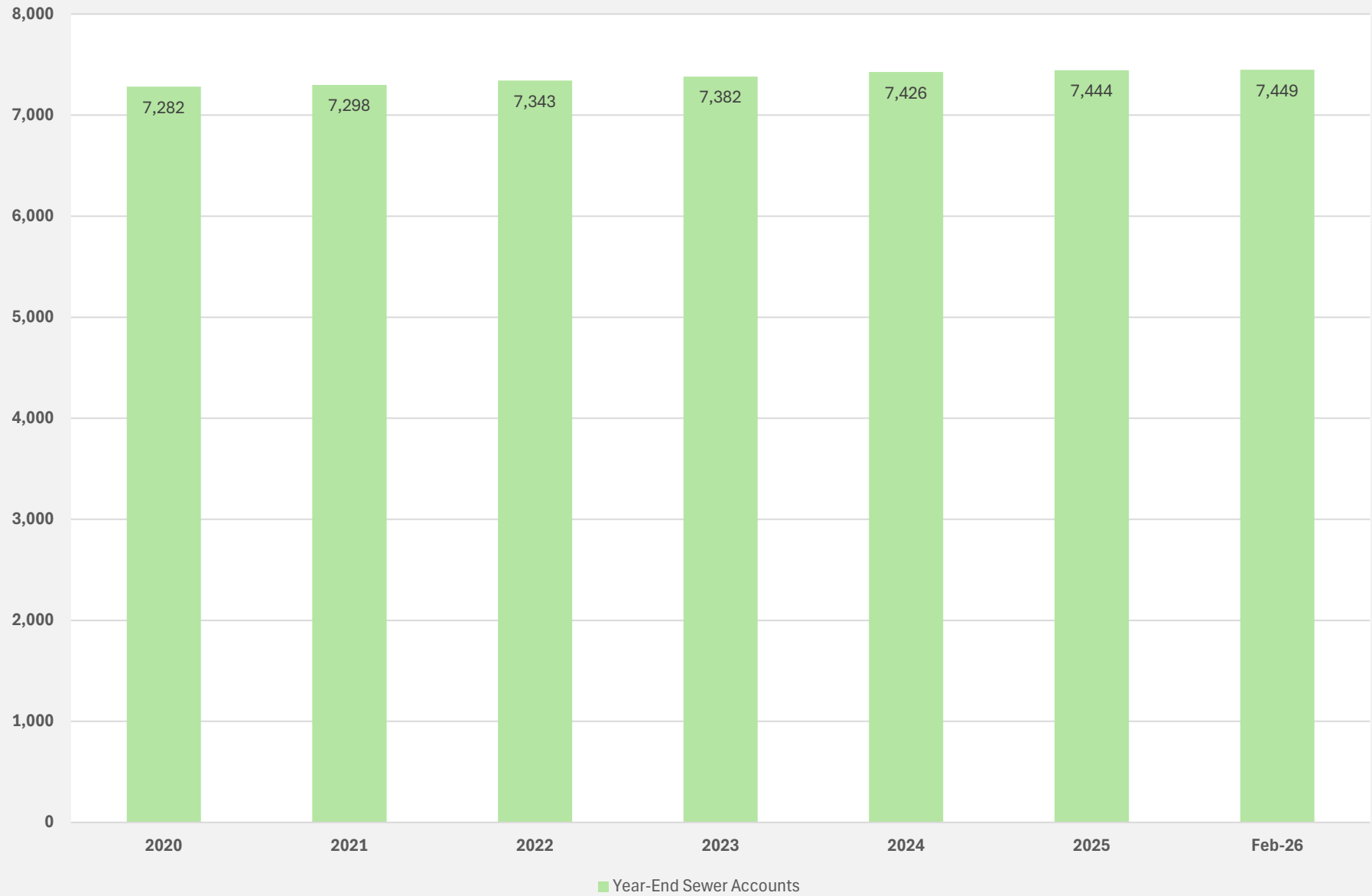
Attachment 3

Customer Service

Total Water Accounts



Total Sewer Accounts





MEMORANDUM

TO: South Martin Regional Utility (SMRU) Board
THRU: Robert Garlo, Town Manager
FROM: Matthew Pazanski, Finance/HR Director
DATE: March 12, 2026
SUBJECT: South Martin Regional Utility Bond Resolution No. 950 Modify Rate Covenant and Issuance of Additional Bonds

Background

Over the past several months the South Martin Regional Utility (SMRU) Board and staff have discussed the impending SMRU balloon debt service payments scheduled in fiscal years 2027, 2028 and 2029. These obligations will double current debt service payments. In addition, as SMRU is considering the requirement for issuance of new debt on anticipated capital projects; these anticipated combined debt service payments would challenge SMRU maintaining its current bond rate covenants coverage requirements.

The bond rate covenants stipulate that repayment of the debt service is primarily funded by net SMRU customer revenues. Bond purchase agreement requirements of the outstanding issues (and the potential new issues) mandate the establishment of rates sufficient to provide net revenues of at least 110% (excluding connection fees) and 120% (including connection fees) for all senior and subordinated debt.

To avoid the potential for not meeting these bond rate covenants coverage requirements when new debt is issued for capital projects, staff has been working with Bond Counsel Stephen Sanford (Greenberg Traurig, P.A.), Financial Advisor Julie Santamaria (PFM), and SMRU Attorney Phil Gildan to amend the bond resolution. In addition, Ms. Santamaria has been negotiating with bond/note holders SouthState Bank and Bank of America (BofA) (the two current bond/note holders that would be affected by future debt bond coverage concerns), to authorize modifications to the bond resolution to allow for issuance of new SMRU debt without impacting the rate coverage requirements on their two loans.

Discussion

Attached is Resolution No. 950 making the amendments to the Bond Resolution that have been approved by SouthState Bank and BofA for your consideration. The proposed resolution does not change the debt service payments, interest rates or schedule; it merely extends the amortization schedule out to twenty-five (25) years from the current 3-4 year balloon payment maturity to ease the net revenue percentage requirements during the term of the balloon payments.

At the February 6, 2026 Finance Committee meeting, staff reviewed the debt service schedule, potential capital project requirements and proposed Resolution No. 950 with the members. Staff explained that the proposed bond resolution amendment does not change the terms of the debt obligations and that it relaxes the bond covenants during the balloon payment period.

The SMRU has three (3) outstanding debt obligations as follows:

<u>Obligation</u>	<u>Currently Outstanding</u>	<u>Maturity Date</u>
Utility Revenue Refunding Bonds, Series 2020	\$25,440,000	2041
Utility System Note Payable, Series 2006	\$ 9,361,468	2029
Utility System Note Payable, Series 2007	\$ 833,431	2028

<u>Fiscal Year</u>	<u>Debt Service Payments</u>
2026	\$1,968,820
2027	\$4,093,088
2028	\$3,951,719
2029	\$3,308,611
2030	\$2,074,209

For years 2031 to 2041, the debt service payments for the 2020 Bonds range from \$2,101,444 to \$2,555,047.

Recommendation

Staff recommends the Town Commission consider a motion to approve Resolution No. 950 - Amending and Supplementing Resolution No. 380 as amended by Resolution No. 619 (Collectively, the "BOND RESOLUTION") to Modify the Application of Rate Covenant set forth in Section 5.04 and to Modify the Provisions Regarding the Issuance of Additional Bonds set forth in Section 6.02.

RESOLUTION NO. 950

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF JUPITER ISLAND, FLORIDA (THE “TOWN”) AMENDING AND SUPPLEMENTING RESOLUTION NO. 380 AS AMENDED BY RESOLUTION NO. 619 (COLLECTIVELY, THE “BOND RESOLUTION”) TO MODIFY THE APPLICATION OF RATE COVENANT SET FORTH IN SECTION 5.04 OF THE BOND RESOLUTION AND TO MODIFY THE PROVISIONS REGARDING THE ISSUANCE OF ADDITIONAL BONDS SET FORTH IN SECTION 6.02 OF THE BOND RESOLUTION, SUBJECT TO THE RECEIPT OF CONSENT OF THE HOLDERS OF THE TOWN’S UTILITY SYSTEM DEBT IN CONNECTION WITH SUCH AMENDMENTS AND SUPPLEMENTS PROVIDED HEREIN, AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town of Jupiter Island, Florida (the “Town”), acting through its Town Commission (the “Commission”) adopted Resolution No. 380 on July 13, 1998 (the “Original Resolution”) authorizing the issuance of Utility System Revenue Bonds in a principal amount of \$52,000,000 in one or more series; and

WHEREAS, the Original Resolution was amended and supplemented by Resolution No. 619 adopted by the Commission on August 3, 2009 (the “Supplemental Resolution” and, together with the Original Resolution, the “Bond Resolution”); and

WHEREAS, pursuant to Resolution No. 555 adopted by the Commission on December 29, 2006, the Town authorized the issuance of its Utility System Revenue Bonds, Series 1998 (South Martin Regional Utility) in the principal amount of \$9,600,000 in the form of a loan made by Bank of America, N.A. (“BOA”) (herein, the “BOA 2006 Loan”); and

WHEREAS, pursuant to Resolution No. 581 adopted by the Commission on December 11, 2007, the Town authorized the issuance of a promissory note in the principal amount of \$5,000,000 in favor of BOA (the “BOA 2007 Loan” and, together with the BOA 2006 Loan, the “BOA Loans”); and

WHEREAS, the Bond Resolution, Resolution No. 581 and Resolution No. 620, are collectively referred to as the “BOA Resolutions”; and

WHEREAS, pursuant to Resolution No. 620 adopted by the Commission on August 3, 2009, as amended by Resolution No. 642 adopted by the Commission on May 3, 2010, as further amended and supplemented by Resolution No. 843 adopted by the Commission on March 20, 2020 (collectively, the “Bond Resolution”), the Town authorized the issuance of not to exceed \$33,500,000 in Utility System Revenue Refunding Bonds, Series 2010 (the “Series 2010 Bonds”) for the purpose of refunding certain of the Town’s outstanding Utility System Revenue Bonds; and

WHEREAS, on July 7, 2020, the Town issued its \$27,515,000 Utility System Revenue Refunding Bonds, Series 2020 (the “2020 Bonds”) for the primary purpose of refunding the Town’s outstanding Series 2010 Bonds; and

WHEREAS, the 2020 Bonds are currently owned by SouthState Bank, N.A. (“SouthState”), successor to CenterState Bank, N.A.; and

WHEREAS, pursuant to the BOA Resolutions and the Bond Resolution, the Town is obligated to make principal installments which as a result thereof, commencing calendar year 2026, the Town could be in violation of its rate covenant set forth in Section 5.04 of the Bond Resolution; and

WHEREAS, with the consents of BOA and SouthState given as described below, the Town proposes to amend and supplement the Bond Resolution pursuant to this Resolution, to treat such principal installments pursuant to the BOA Loans and 2020 Bonds to be amortized over a twenty-five (25) year period (the “Rate Covenant Amendment”); and

WHEREAS, if the Town should issue Additional Bonds, the provisions of Section 6.02(B) of the Bond Resolution may prevent the issuance of the full amount of Additional Bonds needed to be issued by the Town and as a result such Section 6.02(B) of the Bond Resolution shall be amended in accordance with this Resolution, subject to the consents of BOA and SouthState (herein, the “Additional Bonds Amendment” and, together with the Rate Covenant Amendment, the “Amendments”); and

WHEREAS, pursuant to the Amendments as evidenced by the adoption of this Resolution, the Town will be in continuance compliance with the rate covenant set forth in Section 5.04 of the Bond Resolution and, if, and when, the Town should issue any Additional Bonds constituting Balloon Debt (as herein defined), the Town will be in compliance with Section 6.02 of the Bond Resolution, as amended hereby.

BE IT RESOLVED BY THE TOWN COMMISSION OF THE TOWN OF JUPITER ISLAND, FLORIDA:

Section 1. Findings. The above-referenced recitals are considered the findings of the Town and are incorporated in this Resolution.

Section 2. Definitions. Terms used herein and not otherwise defined shall have the meaning ascribed to such terms in the Bond Resolution. In addition, the following definition shall be added to the Bond Resolution.

Balloon Debt shall mean all or a portion of a series of Bonds which is not required by the terms of the applicable Supplemental Resolution to be amortized prior to its stated maturity or twenty-five percent (25%) or more of the original principal of such Bonds mature during any one (1) Fiscal Year.

Section 3. Amendment and Supplement to Section 5.04 of the Bond Resolution. The following paragraph shall be added to Section 5.04 of the Bond Resolution and shall be subject to Section 5 hereof:

Notwithstanding the foregoing, in calculating Annual Debt Service on all Bonds (including notes and other evidences of indebtedness) Outstanding, any Balloon Debt shall be considered an obligation amortizing over a twenty-five (25) year

period in equal principal installments regardless of the actual term of such Bonds, plus all the applicable interest rate borne by such Bonds. This Amendment shall not change the principal due at any time for any Bond or the applicable interest rate.

Section 4. Amendment and Supplement to Section 6.02(B) of the Bond Resolution.

The following shall be added at the end of Section 6.02(B) of the Bond Resolution and shall be subject to Section 5 hereof:

For purposes of calculating Maximum Annual Debt Service under this paragraph (B), all Outstanding Bonds and proposed Additional Bonds having a maturity of more than one (1) year, Maximum Annual Debt Service with respect to such Outstanding Bonds shall be considered obligations amortizing over a twenty-five (25) year period in equal principal installments and if any Additional Bonds proposed to be issued is Balloon Debt it shall be assumed the principal of such Balloon Debt will have an equal twenty-five (25) year principal amortization at the interest rate borne by such Balloon Debt.

Section 5. Consents of BOA and SouthState. The consents of BOA and SouthState attached hereto are subject to the Town continuing to maintain sufficient unencumbered and segregated available funds to pay debt service on the BOA Loans and 2020 Bonds when due (herein, "Full Liquidity"). On October 15, 2026 and October 15, 2027, or in each case as soon as practicable thereafter, or as otherwise requested by BOA or SouthState in writing, the Town will provide evidence of Full Liquidity. Failure to provide such evidence shall constitute an immediate revocation of such consents. For purposes of this Section 5 only, the BOA Loans and the 2020 Bonds shall not be treated as Balloon Debt.

Section 6. Repeal of Inconsistent Resolution; Application. All resolutions or parts thereof in conflict herewith are hereby superseded and repealed to the extent of such conflict. All other documents and instruments relating to the BOA Loans and 2020 Bonds are deemed amended with respect to the Amendment set forth in this Resolution.

DULY ADOPTED on this 24th day of March, 2026.

**TOWN COMMISSION OF TOWN OF
JUPITER ISLAND, FLORIDA**

(S E A L)

By: _____
Mayor of the Town of Jupiter Island,
Florida

By: _____
Clerk of the Town of
Jupiter Island, Florida

CONSENTS

I am authorized to consent on behalf of Bank of America, N.A. to the Amendments set forth in Resolution No. 950 in connection with the BOA Loans and, with respect to the Amendments set forth therein, the Town has sufficient funds on hand to pay all principal and interest on the outstanding BOA Loans when due.

BANK OF AMERICA, N.A.

By: _____
Name: _____
Title: _____

Date: _____

I am authorized to consent on behalf of SouthState Bank, N.A. to the Amendments set forth in Resolution No. 950 in connection with the 2020 Bonds and, with respect to the Amendments set forth therein, the Town has sufficient funds on hand to pay all principal and interest on the outstanding 2020 Bonds when due.

SOUTHSTATE BANK, N.A.

By: _____
Name: _____
Title: _____

Date: _____

715361774v9



SOUTH MARTIN REGIONAL UTILITY

AGENDA ITEM 4

To: Mayor & Town Commission
Through: Robert Garlo – Town Manager
CC: Kimberly Kogos – Town Clerk
From: Matthew Hammond, PE – SMRU Director
RE: Contract Renewal & Spending Approval – Safety & Boot Center, Inc.
Date: March 24, 2026

Department: All Departments

Prepared by: Matthew Hammond – SMRU Director

Legal Sufficiency Review: Phil Gildan, Esq. – SMRU Attorney

Contract Title: Safety Boots & Safety Supplies / Personal Protective Equipment (PPE)

1. Executive Summary:

Throughout the year SMRU has the need to purchase safety boots, supplies, and personal protective equipment (PPE) for utility staff. To make these purchases at competitive pricing, staff requests to enter into a piggyback agreement with Safety & Boot Center, Inc. using the public bidding process and resulting award and agreement of the Martin County Board of County Commissioners dated July 8, 2025.

Martin County competitively bid for a continuing services agreement for Safety Boots and Safety Supplies / Personal Protective Equipment to be provided at discounted catalog pricing under RFB2025-3679. This contract was awarded by Martin County to Safety & Boot Center, Inc. for a term of three (3) years plus two (2) 1-year renewal options.

The proposed piggyback contract is a standard form of agreement approved by SMRU's Attorney.

Purchases for safety boots, supplies, and PPE do not exceed \$35,000 during the fiscal year.

2. Fiscal Impact:

Funding is allocated within the following General Ledger Line Items in the Fiscal Year 25-26 budget:

- 401-412-552.103: Uniforms
- 401-413-552.103: Uniforms
- 401-414-552.103: Uniforms
- 401-414-552.103: Uniforms

3. Recommended Action:

Staff requests that the SMRU Board approve the piggyback agreement with Safety & Boot Center, Inc., for a term of three (3) years plus two (2) 1-year renewal options and authorize the Mayor to sign the agreement.

AGREEMENT
FOR SAFETY BOOTS AND SUPPLIES

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 Safety and Boot Center, Inc., a Florida corporation, hereinafter “**Contractor**” with its principal address at 2927 SE Gran Park Way, Stuart, FL 34977.

WITNESSETH:

WHEREAS, Martin, Florida (the “**County**”) accepted Contractor’s bid, dated May 30, 2025 (the “**Contractor’s Bid**”), for the provision of personal protective equipment, safety boots, shoes and other safety related equipment and supplies (the “**PPE Services**”) submitted in response to County Request for Bid (RFB) 2025-3679, pursuant to a competitive public bidding process by the County (the “**ITB**”), and entered into Contract for Goods and Services, dated July 8, 2025 (the “**Contract**”); and

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

WHEREAS, Owner desires to obtain PPE Services; and

WHEREAS, as the Services involved in the Contract Documents with Contractor are substantially the same as the Services desired by Owner, Owner elects to utilize the competitively bid contract process administered by the County in the ITB, and Owner and Contractor 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. Contractor 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 County Contract Documents refer to “Martin County”, or “County as the owner/contracting party, replace it with “Town of

Jupiter Island, Florida”, “Town Commission”, or “Town.” Where provisions of the County Agreement refer to “Agreement” or “Contract”, it shall refer to the County Agreement as modified by this Agreement. Where provisions of the County Contract refer to County facility locations, it shall refer to the Town of Jupiter Island South Martin Regional Utility utility facility locations in Martin County. Where the provisions of the County Contract Documents refer to “Purchasing Division” or “Purchasing Manager”, it shall refer to the SMRU Utility Director. References to “Martin County Code” shall refer to the “Town Code”.

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 three (3) years with the option for two (2) one (1) year renewals contingent upon mutual written agreement. Time is of the essence in the performance of this Agreement.

3. Unit Prices. The unit prices for the PPE 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 PPE Services deliveries under this Agreement will be authorized upon execution of the Agreement. The Owner will initiate requests for PPE Services by providing Contractor 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 PPE Services to be delivered by Contractor will commence after the execution of each Service Order. Contractor’s work must be performed, completed and submitted to Owner as specified in the PPE Service Order.

D. The terms and conditions of this Agreement will be incorporated within and made a part of each PPE 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 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 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 Contractor:

Margaret E. Graves
President

Safety and Boot Center, Inc.
2927 SE Gran Park Way
Stuart, FL 34997

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. Contractor 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. Contractor further represents that no person having any interest will be employed for said performance.

12. Warranties and Representations. Contractor 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, Contractor 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 Contractor. Contractor'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 Contractor. Owner, through its designated representative, will, in its sole discretion, issue Service Orders to Contractor 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 contractors or otherwise bid and execute procurements. Contractor 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. Venue with respect to any state or federal litigation in connection with this Agreement will be exclusively in Martin County, 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 Contractor.

17. 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.

18. 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.

19. 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”).

20. 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.

21. Public Records. The Contract is amended to replace the County’s Chapter 119 Notice to read:

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, 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 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 CONSULTANT 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:

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

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: _____

SAFETY & BOOT CENTER, INC.

By: _____

Name: KEVIN E. GRAVES V.P.

Its: Authorized Representative

EXHIBIT A

RFB2025-3679

SAFETY BOOTS & SAFETY SUPPLIES / PERSONAL PROTECTIVE EQUIPMENT (PPE)

This form shall be typewritten. Handwritten forms will not be accepted.

ITEM NO.	DESCRIPTION	TOTAL % DISCOUNT (FROM LIST / CATALOG PRICING)
1	Safety Boots & Shoes	10.00%

ITEM NO.	DESCRIPTION	TOTAL % DISCOUNT (FROM LIST / CATALOG PRICING)
2	Safety Supplies / Personal Protective Equipment (PPE)	10.00%

BIDDER LOCATION (PHYSICAL ADDRESS / STOREFRONT)

Street Address	2927 SE Gran Park Way
City, State, Zip Code	Stuart FL 34997

BID FORM NOTES

- 1 Bidders may submit % discount information for one or both categories.
**If bidding on only one category, leave the other category's % discount section blank.

CHECK TOTALS! The County is not responsible for mathematical or typographical errors.

INSTRUCTIONS

Bids must be received no later than the date and time stated in the Advertisement. Bids received after that time & date will not be considered.

This form must be returned with bid. Bids on any other form will not be accepted.

Safety & Boot Center, Inc.	Kevin Graves
Company Name	Name of Authorized Representative (Print)
2927 SE Gran Park Way	Vice President
Street Address	Title
Stuart, FL 34997	Kevin@sbcfla.com
City, State, Zip	E-mail Address
772-221-8905	 V.P.
Telephone	Authorized Signature



SOUTH MARTIN REGIONAL UTILITY

AGENDA ITEM 5

To: Mayor & Town Commission
Through: Robert Garlo – Town Manager
From: Matthew Hammond, PE – Director
CC: Kimberly Kogos – Town Clerk
RE: Piggyback Contract – Advanced Environmental Laboratories, Inc.
Date: March 24, 2026

Department: Wastewater

Prepared by: Dave Serhal – Interim Wastewater Manager

Legal Sufficiency Review: Phil Gildan, Esq. – SMRU Attorney

Contract Title: Laboratory Analysis and Sampling Services

1. Executive Summary:

The South Martin Regional Utility (SMRU) requires ongoing laboratory services to ensure operational efficiency and regulatory compliance for water treatment and distribution, and wastewater treatment. The current laboratory service provider used for wastewater treatment is no longer able to provide all of the types of testing required for wastewater operations. As a result, to ensure the most cost-effective and reliable laboratory services for SMRU, staff solicited and reviewed quotes from multiple qualified laboratory service providers, and reviewed pricing in potential piggyback contract opportunities from competitive solicitations for such services from other governmental entities. The pricing comparison of annual wastewater sampling for the vendors reviewed is included as Attachment A.

After evaluating pricing, scope of services, responsiveness, and overall value, and available piggyback opportunities, the competitive pricing in the piggyback contract between Volusia County and Advanced Environmental Laboratories, Inc. (AEL) was determined to provide the best value of competitive pricing, comprehensive services, and demonstrated experience in regulatory compliance testing. As a result, staff recommends proceeding with a piggyback agreement with AEL under Volusia County's competitively awarded contract dated February 25, 2025.

Volusia County competitively bid for a continuing services agreement for laboratory analysis and sampling services under county bid #25-B-42LS.

This contract was awarded by Volusia County to Advanced Environmental Laboratories, Inc., for a term of three (3) years plus two (2) 1-year renewal options.

The proposed piggyback contract is a standard form of agreement approved by SMRU's Attorney.

Additionally, the approved Fiscal Year 2025-26 budget includes funds for the purchase of wastewater laboratory analysis and sampling services. Spending approval of \$49,772.00 is requested for these necessary services.

2. Fiscal Impact:

Funding is allocated within General Ledger Line Item 401-413-534.133 – Labs in the Fiscal Year 2025-26 budget.

3. Recommended Action:

Staff requests that the SMRU Board approve the piggyback agreement with Advanced Environmental Laboratories, Inc., for a term of three (3) years plus two (2) 1-year renewal options, authorize the Mayor to sign the agreement, and authorize spending approval in the amount of \$49,772.00.

Attachment A
Sampling Comparison Summary

Sample	Pace Analytical Services	Florida Spectrum Environmental Services	Advanced Environmental Laboratories
Daily	\$ 61,127.38	\$ 179,515.00	\$ 34,549.00
Weekly	\$ 4,754.88	\$ 15,756.00	\$ 4,576.00
Monthly	\$ 1,138.08	\$ 1,872.00	\$ 1,140.00
Quarterly Monitoring Wells	\$ 10,301.76	\$ 7,512.00	\$ 5,832.00
Quarterly Sludge	\$ 897.52	\$ 1,996.00	\$ 1,000.00
Annual Primary & Secondary Drinking Water	\$ 2,640.38	\$ 3,737.00	\$ 1,775.00
Bi-Annual Cryptosporidium	\$ 1,177.50	\$ 2,343.00	\$ 900.00
Total Annual Price	\$ 82,037.50	\$ 212,731.00	\$ 49,772.00

Note: Quoted annual prices may vary slightly due to differences in assumptions and minor math errors quotes.

AGREEMENT

FOR LABORATORY ANALYSIS AND SAMPLING 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 Advanced Environmental Laboratories, Inc., a Florida corporation (the “**Contractor**”), with its principal address at 6681 Southpoint Pkwy, Jacksonville, FL 32216.

WITNESSETH:

WHEREAS, Volusia County, Florida (the “**County**”) accepted Contractor’s bid, dated March 10, 2025 (the “**Contractor’s Bid**”), for the supply of Laboratory Analysis and Sampling (the “**Services**”) submitted in response to County Bid No. #25-B-42LS, pursuant to a competitive public bidding process by the County (the “**ITB**”), and entered into Master Agreement No. 780 12505-1 for Laboratory Analysis And Sampling between the County and Contractor, award date 02-25-2025 (the “**Contract**”); and

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

WHEREAS, Owner desires to obtain the Services; and

WHEREAS, as the Services involved in the Contract Documents with Contractor are substantially the same as the Services desired by Owner, Owner elects to utilize the competitively bid contract process administered by the County in the ITB, and Owner and Contractor 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. Contractor 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 County Bid and the Contract Documents refer to “Volusia County” or “County” as the owner/contracting party, replace it with “Town of Jupiter Island, Florida.” 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 County service locations, it will refer to Owner’s facilities in Martin County. Where provisions of the Contract refer to “County’s Project Manager, Director of Purchasing and Deputy County Manager”, it will refer to the South Martin Regional Utility Director, the Town Finance Director and the Town Manager.

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 three (3) years with the option for two (2) one (1) year renewals 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 as provided in the Agreement and for any renewal terms upon agreement of the parties.

4. Service Orders.

A. No Services under this Agreement will be authorized upon execution of the Agreement. The Owner will initiate requests for Services by providing Contractor 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 Contractor will commence after the execution of each Service Order. Contractor’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 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 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 Contractor:

Advanced Environmental Labs, Inc
6681 Southpoint Parkway

Jacksonville, Florida 32216
Email: CDupuis@aellab.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. Contractor 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. Contractor further represents that no person having any interest will be employed for said performance.

12. Warranties and Representations. Contractor 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, Contractor 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 Contractor. Contractor'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 Contractor. Owner, through its designated representative, will, in its sole discretion, issue Service Orders to Contractor 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 contractors or otherwise bid and execute procurements. Contractor 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. Venue with respect to any state or federal litigation in connection with this Agreement will be exclusively in Martin County, 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 Contractor.

17. 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.

18. 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.

19. 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 listed 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, 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.

21. Public Records. The Contract is amended to replace the County’s Chapter 119 Notice to read:

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, 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 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 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**

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

By: _____

Penelope Townsend

Its Mayor

(TOWN SEAL)

Date: _____

**ADVANCED ENVIRONMENTAL
LABORATORIES, INC.**

By: Todd Romero

Name: Todd Romero/ Director of Client Services

Its: Authorized Representative

Quotation



Advanced Environmental Laboratories, Inc.

P.O. Box 551580
Jacksonville, FL 32255-1580
Phone (904) 363-9350
Fax (904) 363-9354

Quote #: 83366

Date: 02/13/2026

Description: South Martin Utility Piggyback

Deliverable: Review and Report WO

Customer: Chloe Dupuis

Service Contact: Advanced Environmental
Laboratories, Inc
10200 USA Today Way
Miramar, FL 33025
United States
Phone 786-559-2265
Email CDupuis@aellab.com

Contact: New Client Setup

Dave Serhal
South Martin Regional Utility
Jupiter Island, FL
Email dserhal@tji.martin.fl.us

Item	Test	Description	Matrix/Worklab	TAT	Unit Price	Qty	Extended Price
1		Daily	Water		\$73.00	261	\$19,053.00
	TSS-SM-W	TSS,2540D,WA		10	\$13.00		
	FC-9222D-W	FECAL COLI MF,9222D,WA		10	\$20.00		
	COURF	Courier Fee		10	\$40.00		
2		Influent Weekly	Water		\$34.00	52	\$1,768.00
	TSS-SM-W	TSS,2540D,WA		10	\$13.00		
	CBOD-SM-W	CBOD,5210B,WA		10	\$21.00		
	EMF	Env Maint Fee (per sample)		10	\$0.00		
3		First Tuesday	Water		\$95.00	12	\$1,140.00
	TN-W	TOTAL NITROGEN,CALC,WA		10	\$35.00		
	N32-4500-W	NITRATE+NITRITE,4500NO3F,WA		10	\$22.00		
	TKN3512-W	TKN,351.2,WA		10	\$20.00		
	TP-3654-W	Total Phosphorus,365.4,WA		10	\$18.00		
4		Quarterly MW	Water		\$243.00	24	\$5,832.00
	3000-W	EPA 300.0,WA		10	\$0.00		
	AS2007-W	AS,200.7,WA,ICP		10	\$11.00		
	CD2007-W	CD,200.7,WA,ICP		10	\$11.00		
	CL-300FEE	Chloride EPA 300.0 Invoicing		10	\$12.00		
	CR2007-W	CR,200.7,WA,ICP		10	\$11.00		
	FC-9222D-W	FECAL COLI MF,9222D,WA		10	\$20.00		
	N03-300FEE	Nitrate EPA 300.0 Invoicing		10	\$12.00		
	NA2007-W	NA,200.7,WA,ICP		10	\$11.00		

Quotation



Quote #: 83366

Date: 02/13/2026

Item	Test	Description	Matrix/Worklab	TAT	Unit Price	Qty	Extended Price
5	NO2-300FEE	Nitrite EPA 300.0 Invoicing	Water	10	\$12.00	1	\$2,675.00
	NOX-300FEE	NOX EPA 300.0 Invoicing		10	\$0.00		
	PB2007-W	PB,200.7,WA,ICP		10	\$11.00		
	SAMPF	Sampling Fee		10	\$110.00		
	SM2540C-W	TOT DISSOLVED SOLIDS,SM2540,WA		10	\$10.00		
	SO4-300FEE	Sulfate EPA 300.0 Invoicing		10	\$12.00		
		DW Groups			\$2,675.00		
	PINORG	Primary Inorganics		10	\$1,150.00		
	SINORG	Secondary Inorganics		10	\$175.00		
	5242-W	524.2,WA		10	\$0.00		
	SOC	SOC		10	\$0.00		
	E900-D-A	GROSS ALPHA,EPA 900		10	\$0.00		
	E900-D-B	GROSS BETA,EPA 900		10	\$0.00		
	R226-D	RADIUM 226,EPA 903.1		10	\$0.00		
6	R228-D	RADIUM 228,EPA RA-05,D2	Water	10	\$0.00	104	\$15,496.00
	1613-D	DIOXIN,TCDD Only,1613,AQ		10	\$450.00		
	E1623-W	Giardia/Cryptosporidium,E1623		10	\$900.00		
		Weekend			\$149.00		
	FC-9222D-W	FECAL COLI MF,9222D,WA		10	\$56.00		
	TSS-SM-W	TSS,2540D,WA		10	\$13.00		
	EMF	Env Maint Fee (per sample)		10	\$0.00		
	COURF	Courier Fee		10	\$80.00		
		Effluent Weekly			\$54.00		
	FC-9222D-W	FECAL COLI MF,9222D,WA		10	\$20.00		
7	TSS-SM-W	TSS,2540D,WA	Water	10	\$13.00	52	\$2,808.00
	CBOD-SM-W	CBOD,5210B,WA		10	\$21.00		
		503 Sludge			\$250.00		
	503 SLUDGE	503 SLUDGE		1	\$250.00		
8							
					Total		\$49,772.00

Notes

AEL only can offer daily and weekend courier service. Weekend courier meet up would be in Riviera Beach. Should additional testing services be required, pricing will be honored in accordance with Volusia County's Master Agreement No. 780 12505-1

Terms

Quotation



Quote #: 83366

Date: 02/13/2026

Terms

Accepted By:

Signed: _____

Title: _____

Name: Dave Serhal _____

Date: _____

Quotation



Quote #: 83366

Date: 02/13/2026

TERMS AND CONDITIONS

The following terms and conditions apply to all work performed by Advanced Environmental Laboratories, Inc. (AEL), unless specifically exempted in writing by an officer of AEL.

1. CONTRACT AGREEMENT/TERMS AND CONDITIONS:

The Client, when placing an order with AEL, agrees that AEL's quotation, Terms and Conditions, the Client's purchase order, and AEL's agreement to perform testing shall constitute the entire contract between the Client and AEL. A purchase order issued to AEL shall not constitute a binding contract until it is accepted and acknowledged by AEL. It is assumed the Client accepts AEL's Terms and Conditions in lieu of the Client's Terms and Conditions on any orders placed with AEL.

2. GOVERNING LAW:

All contracts between AEL and the Client shall be deemed to be made and governed by the Laws of the State of Florida. Any legal action brought by either the Client or AEL shall be brought in a court of competent jurisdiction in Duval County, Florida, or if the action is to be in federal court, in the U.S. District Court for the Middle District of Florida - Jacksonville District.

3. QUOTATION PERIOD AND PRICING:

Prices quoted by AEL remain in effect for thirty (30) days and are subject to change after that period. The prices contained in a quotation supplied by AEL apply specifically to the test or project named on the quote in accordance with stated specifications and documentation provided to AEL at the time of quotation. AEL shall not be bound to this pricing for any subsequent testing, repeat testing, additions, and omissions to the test program or parts thereof.

4. PRICING REVISION:

The Client representative requesting any testing quotation by AEL shall be considered an agent of the client and authorized to make technical and/or cost changes of any nature to the test procedures, specifications, or other Client documents. If AEL is required to submit a quotation without first receiving and reviewing applicable test specifications, any pricing submitted shall be subject to change when such specifications are made available to AEL.

5. CREDIT TERMS AND PAYMENT:

The acceptance of any purchase order by AEL shall be contingent upon approval of the Client's credit. Unless otherwise determined, terms of AEL's invoices shall be Net 30 days and payable in U.S. funds. Payment for the services rendered is the obligation of the Client issuing the purchase order or accepting the proposal. This obligation is not contingent upon payment to the Client by any third party or on any specific result from AEL's services and may not be assigned without the written permission of AEL. If the Client fails to make payment within the agreed terms, AEL shall have the right to cease work, withhold data/reports, and make all invoices immediately due and payable. In addition, AEL shall have the right to charge interest on all amounts not paid by the due date at the rate of 1.5% interest per month, compounded monthly, from the due date of payment. Client agrees to pay all cost of collections including attorney's fees.

6. STANDARD PROCEDURES AND ACCREDITATION:

AEL represents to the client that testing is done in accordance with standard procedures as applicable and that reported test results are accurate within generally acceptable commercial ranges of accuracy, unless another measure of accuracy has been agreed to in writing by AEL and the client. AEL's testing laboratories are accredited by NELAP by the Florida Department of Health. It is the client's responsibility to ensure AEL is aware of any testing requiring accreditation. AEL makes no claims or guarantees that reported MDLs, PQLs, and/or MRLs will meet a Client's requirements, be they regulatory, commercial, industrial, or otherwise. It is the complete and full responsibility of the Client to determine if AEL MDLs, PQLs, and/or MRLs will satisfy a Client's needs.

7. WARRANTIES:

AEL performs services and hence its work and reports are not governed by the Uniform Commercial Code. Except as stated in paragraph 6, AEL disclaims all warranties, express or implied, including any warranties of merchantability or fitness for a particular purpose. AEL shall have no liability for incidental or consequential damages of any nature whatsoever.

8. Cancellation of Testing:

AEL begins testing upon receipt of samples from the Client. If for any reason the testing is interrupted by the Client, the completed portion of the work, including (but not limited to) supplies, materials, labor, and equipment utilization shall be billed to the Client and be payable within the agreed upon payment terms. In such circumstances where AEL agrees to place samples on hold, AEL may bill the Client stand-by charges, up to the full cost of established testing rates, until the testing resumes or is terminated by the client. If the testing is terminated by the client, AEL may impose a cancellation fee of no less than 10% of the unbilled portion of the project.

9. PROGRAM DELAYS:

AEL shall not be liable for any failure or delay in performance which is caused in whole or in part by acts of God (fire, flood, earthquakes, etc.), strikes or other labor disturbances, shut-downs, equipment breakdowns, unforeseen engineering problems, fuel shortages, Government priorities, or any other cause beyond the control of AEL.

10. ACCEPTANCE OF TEST REPORTS:

AEL reports apply only to the specific samples tested under stated test conditions and test results are not necessarily indicative of the qualities of apparently identical or similar test or operating conditions. AEL shall have no liability for any deductions, inferences or generalizations drawn by the client or others from AEL reports. If the Client requests verification of any part of the test report, AEL shall be notified within thirty (30) days of submission of the report to the Client. Failure to notify within this thirty (30) day period acknowledges acceptance of the report. Should additional work be required for verification purposes, AEL shall be entitled to the reasonable value of the additional work involved providing the original findings are verified. Payment for any test report or other AEL invoice shall not be contingent upon acceptance and/or approval of a third party.

11. SAMPLE/DATA RETENTION

Samples will be destroyed thirty (30) days after the date of the final report, unless the client indicates otherwise in writing and prepays before the expiration of said thirty (30) day period the entire cost of any storing, packaging and shipping the sample(s) by AEL. AEL shall have no obligation to retain its test reports or related data and documents beyond its normal retention periods.

12. SHIPPING/TRANSPORTATION

The Client shall be responsible for the transportation and any associated shipping costs of Client's property to and from AEL's laboratories.

13. SUBCONTRACTING

AEL performs the majority of analyses in-house. Depending on the requested testing, samples may be moved within the AEL Laboratory Network for analyses. If you have any questions with sample analysis arrangements, please contact AEL as soon as possible. For analyses not performed by AEL, samples may be subcontracted to a 3rd-Party certified laboratory. The client will be notified if testing is subcontracted out of the AEL Network.



SOUTH MARTIN REGIONAL UTILITY

AGENDA ITEM 6

To: Mayor & Town Commission
Through: Robert Garlo – Town Manager
From: Matthew Hammond, PE – SMRU Director
CC: Kimberly Kogos – Town Clerk
RE: Spending Approval – St. Lucie Battery & Tire
Date: March 24, 2026

Executive Summary:

SMRU and the Town of Jupiter Island have a variety of vehicle repair and maintenance needs throughout the year. On September 10, 2024, SMRU entered into an agreement with St. Lucie Battery & Tire, which has a local branch in Hobe Sound, for vehicle services, maintenance, and repairs. The agreement has subsequently been renewed through September 10, 2027.

In the approved Fiscal Year 2025-26 SMRU and Town budgets, budget was included for the purchase of vehicle repair and maintenance services. Spending approval of \$80,000.00 is requested during the current fiscal year for these necessary services.

Fiscal Impact:

Funds will be expended from the appropriate General Ledger Line Items for the materials needed at the time including:

- 401-411-546.109 – Vehicle Maintenance/Repair – Admin
- 401-412-546.109 – Vehicle Maintenance/Repair – Water
- 401-413-546.109 – Vehicle Maintenance/Repair – WW
- 401-414-546.109 – Vehicle Maintenance/Repair – Infra
- 401-415-546.109 – Vehicle Maintenance/Repair – CS
- 001-142-546.109 – Vehicle Maintenance & Repair – PW

Recommendation Action:

Staff requests spending authorization with St. Lucie Battery & Tire in the amount of \$80,000.00 for mechanical repair, non-warranty, and maintenance services during Fiscal Year 2025-26.



SOUTH MARTIN REGIONAL UTILITY

AGENDA ITEM 7

To: Mayor & Town Commission
Through: Robert Garlo – Town Manager
From: Matthew Hammond, PE – Director
CC: Kimberly Kogos – Town Clerk
RE: Amendment to Work Authorization No. 61 – Holtz Consulting Engineers
Date: March 24, 2026

Department: Wastewater

Prepared by: Matthew Hammond, PE – Director

Legal Sufficiency Review: Phil Gildan, Esq. – SMRU Attorney

Work Authorization Title: Wastewater Hydraulic Modeling & Treatment Capacity Study

1. Executive Summary:

On May 14, 2024, the Board approved Work Authorization No. 61 with Holtz Consulting Engineers (HCE), under Continuing Professional Services Agreement RFQ #2020-17, to complete Wastewater Hydraulic Modeling and Report. This Work Authorization developed projections of future wastewater flows, created a computerized hydraulic model of the wastewater collection and transmission system, and evaluated the infrastructure improvements needed to meet the future conditions.

A key finding of the efforts is the need to expand wastewater treatment and disposal capacity to accommodate future flows within the SMRU service area. Accordingly, evaluating treatment expansion options is an essential step in developing a comprehensive long-term plan for infrastructure investments that will meet the needs of current and future utility customers. The original scope of work for Work Authorization No. 61 evaluated two options: expanding the existing contact stabilization process at the wastewater treatment facility (WWTF) and constructing a new WWTF on SE Bridge Road, west of SE Federal Highway.

Amendment No. 1 to Work Authorization No. 61 with HCE, in the amount of \$58,325, will evaluate five additional WWTF expansion options to identify

the most flexible and cost-effective plan for treating long-term wastewater flows. The five options to be considered are:

- 1) Conversion of the existing contact stabilization treatment process to a Membrane Biological Reactor (MBR) process using the concrete structures at the existing WWTF.
- 2) Construction of new treatment facilities at the existing WWTF site.
- 3) Construction of a new WWTF at the SE Osprey Road property adjacent to the North Water Treatment Plant.
- 4) Transfer of wastewater flows to the Martin County Tropical Farms WWTF.
- 5) Hybrid of expanding the existing contact stabilization process using the existing structures and transfer of excess wastewater to the Martin County Utilities Tropical Farms WWTF.

Each expansion option will be evaluated incrementally to allow for maximum flexibility and cost effectiveness. If approved, the evaluation will be completed in approximately 5 months.

2. Fiscal Impact:

Funding is allocated within General Ledger Line Item 401-411-531.105 – Professional Services-Engineering Consultants in the Fiscal Year 2025-26 budget.

3. Recommended Action:

Staff requests that the Town Commission approve the amendment to Work Authorization No. 61 with Holtz Consulting Engineers in the amount of \$58,325 and authorize the Mayor to sign the Work Authorization.

Professional Engineering Services

AMENDED WORK AUTHORIZATION No. 61

CONSULTANT: Holtz Consulting Engineers, Inc.

1. **Project.** The Town of Jupiter Island, Florida ("Town") assistance from Consultant to provide engineering design and permitting services for the SMRU Wastewater Hydraulic Modeling and Report in Work Authorization No. 61. The Town desires to amend the scope of the services in Work Authorization No. 61 as set forth below.
2. **Detailed Scope of Professional Services.**
A detailed scope of Services of the amended scope of Services under this Amended Work Authorization, to include preliminary evaluation of wastewater treatment expansion options, in accordance with services detailed in the Agreement, as defined below, is attached as **Exhibit A**.
3. **Deliverable and Schedule.**
The schedule is set forth in **Exhibit A**.
4. **Compensation.**
Compensation of Consultant for the amended services under this Amended Work Authorization is set forth in **Exhibit A**.
5. **Agreement Reference.**
This Work Authorization shall be performed under the terms and conditions described within the Agreement for Continuing Professional Engineering Services, between the Town of Jupiter Island, Florida, and Consultant, dated January 15, 2021, as renewed through January 14, 2027 (the "Agreement"). The terms of the Agreement control over any conflicting or inconsistent in this Work Authorization and **Exhibit A**.
6. **Insurance.**
Consultant shall maintain insurance coverages in accordance with the Agreement and hereby confirms that Certificate(s) of Insurance evidencing *current* policies meeting the requirements of the Agreement are on file with the Town as of the date of this Work Authorization.
7. **Exhibits.**
All attached Exhibits are incorporated fully into this Amended Work Authorization and the Agreement.
8. **Effective Date.**
The effective date of this Amended Work Authorization is the date executed by the Town below.

HOLTZ CONSULTING ENGINEERS, INC.

By: _____
Print Name: _____

Date: _____, 2026

By: _____
Penelope Townsend, Mayor

Date: _____, 2026

Attest: _____
Town Clerk



HOLTZ CONSULTING ENGINEERS, INC

March 2, 2026

Mr. Matthew Hammond, PE
Utility Director
South Martin Regional Utilities
P.O. Box 395
Hobe Sound, FL 33475-0395

Subject: SMRU Wastewater Treatment Preliminary Expansion Evaluation

Dear Mr. Hammond,

Holtz Consulting Engineers, Inc. (HCE) is pleased to submit this work authorization for providing engineering services for a preliminary evaluation of wastewater treatment expansion options. This Work Authorization is pursuant to the Continuing Professional Services Agreement for Professional Engineering Services and is subject to the terms thereof.

SCOPE OF SERVICES

The scope of services for each task is outlined below.

Task 1 – Preliminary Evaluation

The existing SMRU Wastewater Treatment Plant (WWTP) is continuing to receive increased influent flows. In the future, influent flows will exceed the design and rated capacity of the WWTP, and additional treatment facilities will have to be constructed. There are also potential regulations that may require additional levels of treatment. Due to these factors, HCE shall evaluate five options for improved and additional wastewater treatment including:

- Option 1 - Conversion of the existing contact stabilization treatment process to the MBR process utilizing the existing concrete structures
- Option 2 - Construction of a new WWTP utilizing MBR technology at a location on SE Osprey Street
- Option 3 - Construction of a new WWTP utilizing a five-stage Bardenpho process at a location on SE Osprey Street
- Option 4 - Transfer of wastewater to the Martin County Utilities Tropical Farms WWTP
- Option 5 - Hybrid of expansion of existing contact stabilization process using the existing structures and transfer of excess wastewater to the Martin County Utilities Tropical Farms WWTP



Option 1 – HCE will evaluate converting the existing contact stabilization treatment process to a MBR process utilization. The MBR components will be installed in the existing concrete structures currently used for contact stabilization. HCE will include two MBR manufacturers' information in this analysis. The analysis will include the maximum capacity of wastewater that can be treated using the existing concrete structures and will also evaluate the effluent water quality standards that can be achieved by MBR technology.

Option 2 – HCE will evaluate a new wastewater treatment plant utilizing MBR technology located at property currently owned by the Town of Jupiter Island adjacent to the North Water Treatment Plant. HCE will include two MBR manufacturers' information in this analysis. The new WWTP will be sized to treat build-out capacity as determined in a previous work authorization in a phased construction approach. This study will evaluate the effluent water quality standards that can be achieved by MBR technology. A hydraulic analysis will be performed to determine which modifications and improvements will be necessary to convey wastewater to the new site.

Option 3 – HCE will evaluate a new wastewater treatment plant utilizing a five-stage Bardenpho process located at property currently owned by the Town of Jupiter Island adjacent to the North Water Treatment Plant. HCE will include membrane diffuser aeration basins and oxidation ditches as the two processes evaluated in this analysis. The new WWTP will be sized to treat build-out capacity as determined in a previous work authorization in a phased construction approach. This study will evaluate the effluent water quality standards that can be achieved by this technology. A hydraulic analysis will be performed to determine which modifications and improvements will be necessary to convey wastewater to the new site.

Option 4 – HCE will evaluate the option of transferring wastewater to the MCU Tropical Farms WWTP for treatment. This option will include the necessary infrastructure required to pump the wastewater to Tropical Farms and then a reclaimed water main to return treated effluent for irrigation. This infrastructure will be sized to accommodate build-out flow. An evaluation of the Tropical Farms WWTP and any required improvements is not included as part of this analysis. Information provided by MCU or an estimated cost per gallon of treatment will be used in this evaluation.

Option 5 – HCE will evaluate the option continuing to utilize the existing contact stabilization treatment process to treat the current rated capacity of the facility. Additional wastewater flow will be transferred to the MCU Tropical Farms WWTP for treatment. This option will include the necessary infrastructure required to pump the wastewater to Tropical Farms and then a reclaimed water main to return treated effluent for irrigation. This infrastructure will be sized to accommodate build-out flow.

The evaluation of all five options will include an AACE Class V cost. These cost estimates will only include capital expenditures. No life cycle cost analysis will be performed. A site plan will be developed for each option. Options 1 through 3 will include a new deep injection well system for effluent disposal and the transfer of biosolids to a third-party facility for final treatment and disposal.



HOLTZ CONSULTING ENGINEERS, INC

SCHEDULE

The work shall be performed in accordance with the schedule below.

Task	Schedule From NTP
Task 1: Preliminary Evaluation*	
Draft Evaluation Submittal	12 Weeks
Final Evaluation Submittal	6 Weeks

**Assumed 2 weeks to receive comments from SMRU after draft submittal.*

COMPENSATION

Compensation for the work shall be a lump sum amount of **\$58,325.00**. A summary of the lump sum compensation by task is provided below.

Task	Compensation by Task
Task 1: Preliminary Evaluation	\$58,325
TOTAL	\$58,325

We appreciate the opportunity to assist SMRU with engineering services for the preliminary evaluation of wastewater treatment expansion options.

Sincerely,

HOLTZ CONSULTING ENGINEERS, INC.

Curtis Robinson, P.E.
Vice President

SMRU WWTP Preliminary Expansion Evaluation

		Principal	Associate Engineer	Project Manager	Project Engineer (EI)	Senior Design Tech	Subconsultant	Item Cost (Note Subconsultant fee is marked up 5%)		Task Cost
Rate		\$195	\$190	\$150	\$105	\$115	-			
Task	Item	Hours					Fees			
1. Preliminary Evaluation	Kickoff Meeting	2		2				\$690.00		\$58,325.00
	Progress/Review Meetings	2	2	4				\$1,370.00		
	Calculations	1	2	4	16			\$2,855.00		
	Revised Hydraulic Analysis	2	2	4	16			\$3,050.00		
	Communication/Coordination with Manufacturer Reps	4	8	8	16			\$5,180.00		
	Cost Estimates	4	8	12	44			\$8,720.00		
	Prepare Conceptual Site Plans		2	8		16		\$3,420.00		
	Prepare Draft Tech Memo	24	40	48	48			\$24,520.00		
	Prepare Final Tech Memo	4	8	16	32	4		\$8,520.00		
		43	72	106	172	20	Sub Fee \$0.00			
		Total Engineering Fee							\$58,325.00	
		HCE Fee								
		\$58,325.00								



SOUTH MARTIN REGIONAL UTILITY

AGENDA ITEM 8

To: Mayor & Town Commission
Through: Robert Garlo – Town Manager
From: Matthew Hammond, PE – Director
CC: Kimberly Kogos – Town Clerk
RE: Work Authorization No. 63 – Holtz Consulting Engineers
Date: March 24, 2026

Department: Wastewater

Prepared by: Matthew Hammond, PE – Director

Legal Sufficiency Review: Phil Gildan, Esq. – SMRU Attorney

Work Authorization Title: Wastewater Treatment Facility Air Header Replacement

1. Executive Summary:

The South Martin Regional Utility Wastewater Treatment Facility (WWTF) is a 1.4 million gallons per day contact stabilization facility. The contact stabilization process uses activated sludge to biologically treat wastewater before it is clarified (settled), filtered, and disinfected. Air is a central component of the contact stabilization process used to mix wastewater and support aerobic microorganisms in the aeration tanks and mix the sludge. At the SMRU WWTF, air is supplied by centrifugal blowers and distributed across the facility by a common header pipe. This buried air header pipe has developed numerous leaks that reduce the effectiveness of the system and increase energy use by the blowers.

The approved Fiscal Year 2025-26 capital improvement budget includes funding to replace the more than 35-year-old air header pipe. Because of the critical nature of the air system to the treatment process and the need to maintain continuous treatment at the WWTF, particular attention will be paid to the location, material, and sequencing of construction of the new air header pipe. Work Authorization No. 63, in the amount of \$53,300, with Holtz Consulting Engineers is for engineering design and permitting services for the air header pipe replacement.

If approved, the design and permitting services will be completed in approximately six months. Construction is anticipated to be awarded to and completed by one of SMRU's onboard contractors during Fiscal Year 2026-27.

2. Fiscal Impact:

Funding is allocated within General Ledger Line Item 403-413-564.124 – Projects in the Fiscal Year 2025-26 budget.

3. Recommended Action:

Staff requests that the Town Commission approve Work Authorization No. 63 with Holtz Consulting Engineers in amount of \$53,300, and authorize the Mayor to execute the Work Authorization.

Professional Engineering Services

WORK AUTHORIZATION No. 63

CONSULTANT: Holtz Consulting Engineers, Inc.

1. **Project.** The Town of Jupiter Island, Florida ("Town") is requesting assistance from Consultant to provide engineering design and permitting services for the SMRU Wastewater Treatment Plant Air Piping Improvements.
2. **Detailed Scope of Professional Services.**
A detailed scope of Services under this Work Authorization, in accordance with services detailed in the Agreement, as defined below, is attached as **Exhibit A**.
3. **Deliverable and Schedule.**
The schedule is set forth in **Exhibit A**.
4. **Compensation.**
Compensation of Consultant under this Work Authorization is set forth in **Exhibit A**.
5. **Agreement Reference.**
This Work Authorization shall be performed under the terms and conditions described within the Agreement for Continuing Professional Engineering Services, between the Town of Jupiter Island, Florida, and Consultant, dated January 15, 2021, as renewed through January 14, 2027 (the "Agreement"). The terms of the Agreement control over any conflicting or inconsistent in this Work Authorization and **Exhibit A**.
6. **Insurance.**
Consultant shall maintain insurance coverages in accordance with the Agreement and hereby confirms that Certificate(s) of Insurance evidencing *current* policies meeting the requirements of the Agreement are on file with the Town as of the date of this Work Authorization.
7. **Exhibits.**
All attached Exhibits are incorporated fully into this Work Authorization and the Agreement.
8. **Effective Date.**
The effective date of this Work Authorization is the date executed by the Town below.

HOLTZ CONSULTING ENGINEERS, INC.

By: 
Print Name: Curtis Robinson

Date: March 2, 2026

By: _____
Penelope Townsend, Mayor

Date: _____, 2026

Attest: _____
Town Clerk



HOLTZ CONSULTING ENGINEERS, INC

February 20, 2026

Mr. Matthew Hammond, PE
Utility Director
South Martin Regional Utilities
P.O. Box 395
Hobe Sound, FL 33475-0395

**Subject: Engineering Services for the Design and Permitting of the
 SMRU Wastewater Treatment Plant Air Piping Improvements**

Dear Mr. Hammond,

Holtz Consulting Engineers, Inc. (HCE) is pleased to submit this work authorization for providing engineering services for the South Martin Regional Utility (SMRU) Wastewater Treatment Plant (WWTP) Air Piping Improvements Project. This Work Authorization is pursuant to the Continuing Professional Services Agreement for Professional Engineering Services and is subject to the terms thereof.

This project will include the following general tasks:

- Task 1 – Surveying Services.
- Task 2 – Engineering Design Services.
- Task 3 – Permitting Services.

SCOPE OF SERVICES

The scope of services for each task is outlined below.

Task 1 – Surveying Services

HCE will contract with Northstar Geomatics, Inc. to perform a site survey and prepare base drawings for the area where the existing and proposed piping are located. The survey will include:

- The horizontal control shall be based on the Florida State Plane Coordinate System, and the vertical elevations shall be based on the National Geodetic Vertical Datum of 1929 (NGVD 29). Two horizontal and vertical control points shall be established near the project site.
- HCE will coordinate with SMRU staff to locate and mark the approximate locations of existing below-grade utilities for inclusion on the site survey. Once the existing utilities are located, the surveyor will be notified to commence work immediately.
- The topographic survey shall collect spot elevations on a 25-foot grid covering the area of work.



- The survey will locate above-grade improvements and any surface evidence of below-grade utilities and structures as well as all flagged utilities.

Task 2 – Engineering Design Services

HCE shall design modifications to the existing aeration basins air distribution system. The existing air piping system is located between the above-grade piping at the exterior of the blower building and each of the four aeration basins. The majority of the existing air piping is buried and it will be replaced with above grade PVC piping located on new concrete pipe supports. The new piping will be designed to minimize interruptions to air supply to the aeration basins. The existing buried piping will be abandoned in place. A UV-resistant coating system will be designed for the PVC piping. No instrumentation replacement is included in this design.

Wekiva Engineering, LLC will be retained to provide structural engineering services related to the design of the air pipe supports.

Approximately ten (10) design drawings will be provided for this project. The preliminary drawing list is as follows:

G-1	Cover and Index
G-2	Legend and General Notes
C-1	Existing Site Plan
C-2	Demolition Site Plan
C-3	Maintenance of Plant Operation Plan
C-4	Proposed Site Plan
C-5	Air Piping Details
C-6	Civil/Mechanical Details
S-1	Structural Plan
S-2	Structural Details

Work will include the preparation of drawings and specifications for the construction of the new air piping and supports. Engineer shall prepare the following documents:

- Draft plans and specifications for submission to SMRU.
- Final plans and specifications incorporating SMRU's comments on the draft design submittal
- Construction cost estimate based on the final design documents.

The plans and specifications will include all necessary and required information to permit and construct the improvements. The technical documents will not include "front end," general specifications, or bidding documents required for public advertisement and selection of a contractor.



Task 3 – Permitting Services

The Engineer shall prepare a letter notification/modification request to the Florida Department of Environmental Protection (FDEP) regarding the modifications. Permit fees will be paid by SMRU. Responses to requests for additional information from FDEP are included in the scope of work.

SCHEDULE

The work shall be performed in accordance with the below schedule.

Task	Schedule From NTP
Task 1: Surveying Services	1 Month
Task 2: Engineering Design Services*	
Draft Design Submittal	4 Months
Final Design Submittal	6 Months
Task 3: Permitting Services	6 Months

**Assumed 2 weeks to receive comments from SMRU after draft submittal.*

COMPENSATION

Compensation for the work shall be a lump sum amount of **\$53,300.00**. A summary of the lump sum compensation by task is provided below.

Task	Compensation by Task
Task 1: Surveying Services	\$7,200
Task 2: Engineering Design Services	\$44,210
Task 3: Permitting Services	\$1,890
TOTAL	\$53,300

We appreciate the opportunity to assist SMRU with engineering services to design and permit the improvements for the SMRU WWTP Air Piping Improvements project.

Sincerely,

HOLTZ CONSULTING ENGINEERS, INC.

Curtis Robinson, P.E.
Vice President

SMRU WWTP Air Piping Improvements

		Principal	Associate Engineer	Project Manager	Project Engineer (EI)	Senior Design Tech	Subconsultant	Item Cost (Note Subconsultant fee is marked up 5%)		Task Cost
	Rate	\$195	\$190	\$150	\$105	\$115	--			
Task	Item	Hours					Fees			
1. Surveying and Site Investigation	Survey (Northstar Geomatics)						\$6,430.00	\$6,760.00		\$7,200.00
	Coordiantion with Survey				2	2		\$440.00		
2. Design Services	Kickoff Meeting		2	2				\$680.00		\$44,210.00
	Site Visits (2 @ 1 Hour Each)		2	2		2		\$910.00		
	Calculations	1	2	4	8			\$2,015.00		
	Draft General Plans		1	1		4		\$800.00		
	Draft Civil Plans	1	2	8	16	24		\$6,215.00		
	Draft Demo/MOPO Plans		1	4	8	16		\$3,470.00		
	Draft Mechanical Plans	1	2	12	16	16		\$5,895.00		
	Draft Specifications	1	2	8	24			\$4,295.00		
	Draft Design Review Meeting	1	2	2				\$875.00		
	Final General Plans			1		4		\$610.00		
	Final Civil Plans	1	2	4	8	16		\$3,855.00		
	Final Demo/MOPO Plans		1	2	4	4		\$1,370.00		
	Final Mechanical Plans	1	2	8	8	8		\$3,535.00		
	Final Specifications	1	2	4	16			\$2,855.00		
	Coordinate with Subconsultant		2	8	8			\$2,420.00		
Structural Engineering (Wekiva)						\$4,200.00	\$4,410.00			
3. Permitting Services	Prepare FDEP Letter Modification		2	4	4			\$1,400.00		\$1,890.00
	FDEP RFI Response		1	2				\$490.00		
		8	28	76	120	94	Sub Fee \$10,630.00			
							HCE Fee \$42,670.00			
							Total Engineering Fee		\$53,300.00	



SOUTH MARTIN REGIONAL UTILITY

AGENDA ITEM 9

To: Mayor & Town Commission
Through: Robert Garlo – Town Manager
From: Matthew Hammond, PE – Director
CC: Kimberly Kogos – Town Clerk
RE: Work Authorization No. 5 – Kimley-Horn & Associates, Inc.
Date: March 24, 2026

Department: Water

Prepared by: Kevin Carey – Senior Water Division Manager

Legal Sufficiency Review: Phil Gildan, Esq. – SMRU Attorney

Work Authorization Title: Potable Water Hydraulic Modeling & Treatment Expansion Study

1. Executive Summary:

Infrastructure Planning & Investment is a strategic priority for SMRU and includes proactively planning and constructing infrastructure that balances near-term and long-term levels of service, life-cycle costs, and risk. One of the most important steps in infrastructure planning and investment is developing and updating a strategic comprehensive master plan that evaluates current and future demand projections, as well as the necessary improvements to treatment and transmission systems required to meet those demands.

The most recent strategic master plan for the SMRU potable water system was completed in 2009. In the seventeen years since, the conditions, assumptions, and regulatory environment affecting the utility have changed. As a result, an updated analysis is needed to project future needs under the current operating environment.

Kimley-Horn & Associates has performed several recent assessments of the water system, including the following: the 2020 Water Division Evaluation, the 2020 North Water Plant (NWP) Nano Optimization Review, the 2022 NWP Hydrogen Sulfide Treatment Evaluation, the 2024 South Water Plant (SWP) Capacity Upgrading Evaluation, and the 2025 SWP Reverse Osmosis Inspection & Evaluation.

Work Authorization No. 3 with Kimley-Horn, in the amount of \$290,900.00, will update the 2009 Water Master Plan, consolidating the previous assessments of the potable water system where relevant. The final plan will serve as a schedule for required improvements to the water utility on a programmatic and/or triggered basis.

If approved, the evaluation will be completed in approximately 9 months.

2. Fiscal Impact:

Funding is allocated within General Ledger Line Item 401-411-531.105 – Professional Services-Engineering Consultants in the Fiscal Year 2025-26 budget.

3. Recommended Action:

Staff requests that the Town Commission approve Work Authorization No. 3 with Kimley-Horn & Associates in the amount of \$290,900.00 and authorize the Mayor to sign the Work Authorization.

Professional Engineering Services

WORK AUTHORIZATION No. 5

CONSULTANT: Kimley-Horn and Associates, Inc.

1. **Project.** The Town of Jupiter Island, Florida ("Town") is requesting assistance from Consultant for a Potable Water Hydraulic Modeling & Treatment Expansion Study.
2. **Detailed Scope of Professional Services.**
A detailed scope of Work/services under this Work Authorization, in accordance with the phases of service detailed in the Agreement, as defined below, is attached as **Exhibit A**.
3. **Deliverable and Schedule.**
The schedule is set forth in **Exhibit A**.
4. **Compensation.**
Compensation of Consultant under this Work Authorization is set forth in **Exhibit A**.
5. **Agreement Reference.**
This Work Authorization shall be performed under the terms and conditions described within the Continuing Professional Engineering Services Agreement, dated January 15, 2021, between the Town of Jupiter Island, Florida, and Consultant, as renewed and extended through January 15, 2027 (the "Agreement"). The terms of the Agreement control over any conflicting or inconsistent in this Work Authorization and **Exhibit A**.
6. **Insurance.**
Consultant shall maintain insurance coverages in accordance with the Agreement and hereby confirms that Certificate(s) of Insurance evidencing *current* policies meeting the requirements of the Agreement are on file with the Town as of the date of this Work Authorization.
7. **Exhibits.**
All attached Exhibits are incorporated fully into this Work Authorization and the Agreement.
8. **Effective Date.**
The effective date of this Work Authorization is the date executed by the Town below.

KIMLEY-HORN AND ASSOCIATES, INC.

By: _____
Print Name: _____

Date: _____, 2026

By: _____
Penelope Townsend, Mayor

Date: _____, 2026

Attest: _____
Town Clerk

**STATEMENT OF WORK
To
SOUTH MARTIN REGIONAL UTILITY
POTABLE WATER HYDRAULIC MODELING AND
TREATMENT EXPANSION STUDY
March 9, 2026**

Kimley-Horn and Associates, Inc. (“Kimley-Horn” or “the Consultant”) is pleased to submit this Statement of Work to the Town of Jupiter Island (“Town”, “South Martin Regional Utility”, “SMRU” or “the Client”) for providing professional engineering services in support of the Potable Water Hydraulic Modeling and Treatment Expansion Study.

The project background, statement of work, schedule, and fee are as follows:

BACKGROUND

South Martin Regional Utility (SMRU) has requested that Kimley-Horn complete a Potable Water Hydraulic Modeling and Treatment Expansion Study. The study will account for current developments and potable water demand projections, known infrastructure improvements including a new booster repump station within the Atlantic Fields development, and current water plant operations. The study will also include recommendations for future infrastructure improvements and operating conditions for the SMRU’s raw water facilities, potable water treatment facilities and distribution system for the 10-year and buildout (20-year) planning horizons.

As part of this work, a working and current hydraulic model is needed to evaluate system demands, water plant operating conditions and infrastructure improvements. One of SMRU’s consultants previously developed a representative water distribution model of SMRU’s service area for existing and buildout conditions. The hydraulic model will be reviewed and updated as part of the proposed master plan work.

The next phase of the model development should include the development of potable water demand projections for the 10-year and build-out planning horizons. Future water projections will be developed using data provided by one of SMRU’s consultants. Once the future water demand projections are developed, the model can be used to develop recommendations for future operations and improvements to the water distribution system.

An overview of the raw water supply and treatment capacity improvements that are required to meet future water demands will also be included in the study. Recommendations for improvements for these items and for other improvements related to SMRU’s future raw water supply and treatment capacity will be included in the study.

Kimley-Horn previously completed a report: Evaluation of PFAS Treatment Methods for the North and South Water Plant for the evaluation of PFAS Treatment Methods for the utility's surficial aquifer water at both the north and south water plants and is currently pilot testing two of the three treatment methods evaluated in the report. The findings of the pilot testing and previously completed evaluation of PFAS Treatment Methods will be included in the study report.

It understood that SMRU is prioritizing the replacement of all asbestos concrete and galvanized steel watermain. The study report will include an opinion of probable construction cost for the replacement of the asbestos concrete and galvanized steel watermain.

In summary, the following tasks will be performed as part of the Potable Water Hydraulic Modeling and Treatment Expansion Study:

- Update the hydraulic model for infrastructure improvements installed since 2023 and for 2025 potable water demands.
- Perform a review of the recent calibration efforts performed by others for the hydraulic model.
- Develop 10-year and buildout potable water demands using population projections and land use data provided by subconsultant Metro Forecasting Models, LLC.
- Define operation of the high service pumps at each facility for current and future conditions.
- Evaluate the system's ability to provide the recommended fire flow requirements for existing and future conditions.
- Identify weaknesses and lower pressure areas in the distribution system for existing and future conditions
- Evaluate the Utility's need for interconnects for existing and future conditions.
- Provide recommendations for infrastructure improvements and operating conditions for the Utility's raw water facilities, potable water treatment facilities and distribution system for the 10-year and buildout planning horizons.
- Include summary of the findings of the PFAS pilot testing (completed under a separate scope of work) and previously completed Evaluation of PFAS Treatment Methods for the North and South Water Plant.
- Include a summary of existing known asbestos concrete and galvanized steel watermain and develop an opinion of probable construction cost for the replacement of these watermain.
- Develop a report that includes the findings and recommendations for SMRU's water supply, treatment and distribution system.

Based on this understanding, the following tasks will be performed by the Consultant.

STATEMENT OF WORK**Task 1 – Data Collection and Kickoff Meeting**

Consultant will collect information provided by SMRU, including, but not limited to existing and future land uses, future septic tank elimination parcels, densities and development information, water loss reports, record drawings for infrastructure improvements constructed since 2023, water purchased/sold through existing interconnects, MOR data, current population data, and a list of existing developments currently on wells which are expected to connect to SMRU's water system at some point in the future.

Consultant will review SMRU's GIS based atlas which identifies the watermain materials of construction throughout the utility service area. Consultant will identify and tabulate all asbestos concrete and galvanized steel watermains within the SMRU service area. The tabulation will be provided to SMRU at the kickoff meeting for verification of quantities. Consultant will prepare a budget-level AACE Class V Opinion of Probable Construction Costs (OPCC) for the replacements of the asbestos concrete and galvanized steel watermains.

Consultant will attend a kick-off meeting with SMRU staff to discuss and collect information on the existing water system, potential future connections to adjacent municipalities, new developments (pending or approved), areas of known low system pressures, current water plant and pump station operations, current and future interconnect operations, plans for service area expansion for both the 10-year and buildout planning horizons, recent infrastructure improvements, distribution system design criteria, fire flow requirements and define the approach to further develop the water system model. Consultant will prepare and distribute meeting minutes from the kickoff meeting.

Task 2 – Water System Hydraulic Model Review and Limited Troubleshooting

The Consultant will perform a limited review of the existing hydraulic model to obtain an understanding of the assumptions used to develop the model. The review will consist of looking at assigned pipe diameters and materials, assigned elevations at nodes, and pipe connectivity. We will provide one day of testing the high service pumps at the North Plant and the South Plant to verify the hydraulic results of the model.

It is understood that existing hydraulic model was recently calibrated and that physical factors such as pipe C-factors have been adjusted in the model as needed to replicate the observed field conditions. It is also understood that the results of the calibration can be relied upon and that additional calibration is not required.

Due to reported inconsistencies in actual service pressure verse predicted services pressures in the southern end of Jupiter Island field testing will be required to assess the pressure in the system both with and without the Tequesta interconnect and to help troubleshoot the model. Up to 60 hours of engineering field time has been budgeted for this work.

Task 3 – Additional Conditions System Model Development

Consultant will update the existing system hydraulic model with known infrastructure that has been constructed and connected within the service area since 2023 using the Utility's available GIS data and other information provided by SMRU. The model will only include pipes that are 6-inch diameter or larger. The model will also be updated to account for water purchased through the interconnect with the Village of Tequesta. The Consultant will perform up to three (3) site visits to the interconnect to install a pressure recorder and to retrieve data from the pressure recorder.

Consultant will review MOR data and SCADA data to establish a baseline average daily flow (ADF), maximum daily flow (MDF) and peak hour flow (PHF) and update the diurnal curve for the system's potable water demands. The Consultant will make recommendations to update the current system design peak hour factors for MDF/ADF and peak hour flow PHF/ ADF based on this data.

It is understood that two diurnal curves have been developed for the system demands that can be relied upon for future modeling efforts. Additionally, it is understood the water treatment plant operating conditions and set points in the model have been adjusted to match the flows observed from the SCADA data. The Consultant will review this information and perform limited adjustments based on the 2025 MOR and SCADA data. It is understood that the demands in the existing water model have been geospatially allocated with billing data and can be relied upon for future modeling efforts. The system demands that are currently in the model will be scaled to match the existing system demands for average daily flow, maximum daily flow and peak hour flow scenarios to the MOR data. Demand Allocator will be used to assign a land use to each node in the model based on the GIS land use map developed by the County and the Town of Jupiter Island. Once both the land use data and scaled demands are updated in the model, the information will be used to review whether there has been a significant change in the estimated residential water use per land use since the last study which was the 2009 Water Master Plan.

- Using the Demand Allocator feature of Infowater Pro, the Consultant will add and/or update the elevations of the system nodes using USGS GIS data.

Task 4 – Future Potable Water Demand Projections

Consultant will review the existing service area boundaries and water infrastructure boundaries in order to develop a list of communities that are currently on private wells that are potential candidates for a future connection to SMRU's water distribution system. Consultant will meet with SMRU up to one (1) time to discuss and finalize the draft list. As part of the meeting, consultant will prioritize the list into potential 10-year and buildout connections and will work with SMRU staff to estimate the expected SMRU service area limits for the 10-year and buildout planning horizons.

It is understood that one of SMRU's consultants has developed population projections for the purposes of SMRU's Wastewater Planning Study. As part of this scope of work, the Consultant will obtain the previously completed population and flow projections and Consultant will extract this information for both SMRU's existing and future service areas and provide it in a GIS format that can be used to assign future water demands in the appropriate geographical location. Consultant will meet with SMRU to discuss buildout potential of the areas currently on septic and/or wells that may be connected to SMRU's system and update the future water demands based on information from this meeting.

Consultant will use the population projections described above and the Infowater Pro Demand Allocator Feature to develop potable water demand projections for the 10-year and buildout planning horizons. The average water demands will be developed by applying the estimated water use per land use for nodes in the model. Nodes representing areas of new development and future well conversions, will be added to the model and demands for new growth will be distributed to both the existing and newly added nodes in the model. Maximum daily flow alternatives for the 10-year and buildout planning horizon will be developed by applying the peaking factors established in a previous task.

Consultant will develop a summary table of the combined population and ADF and MDF water demands for SMRU's potential service area assuming future well conversions/service area connections. The table will be developed for Years 2026, 2036 and buildout. This table will be used to evaluate the water supply allocation in subsequent tasks.

Task 5 – Future Conditions Model Evaluation (10-year and buildout)

The Consultant will develop two (2) physical/operating steady state conditions to evaluate how the current water treatment plants and future repump station currently operate and will operate in the future. A reservoir representing a future repump station at Atlantic Fields will be added to the model for some of the demand scenarios. It is anticipated that the following steady state alternatives will be modeled, but the final decision on which alternatives will be included can be decided during the project:

- Physical/Operating Scenarios 1 and 2 – South Water Treatment Plant and North Water Treatment Plant at different operating pressures and Atlantic Field Repump Station on

The Consultant will run up to a total of eight (8) scenarios in the updated model consisting of: maximum daily flow with fire flow and peak hourly flow for the 4 physical/operating scenarios for both existing and buildout conditions. The 10-year time frame will only be modeled if needed to refine the recommendations of when major infrastructure should be constructed.

- Consultant will use the model to identify and evaluate the improvements needed to serve the new areas of developments and areas of infill due to well conversions and also supply the required fire flow while maintaining a minimum 20 psi system pressure for the fire flow alternatives
- Consultant will use the calibrated model to identify existing weaknesses and low pressure areas in system and to make recommendations for operational changes for the existing and proposed water treatment plants and/or infrastructure improvements that could address the areas of known low pressure conditions.

Consultant will prepare a description of the physical/operating conditions and a list of the accompanying reasonable improvements recommended for the 10-year and buildout planning windows to be included in the report document described in a subsequent task. Consultant will prepare a reasonable number of budget-level AACE Class V Opinion of Probable Construction Costs (OPCC) for the improvements required to provide maximum daily flow with fire flow for the 10-year and buildout conditions for the physical/operating conditions and to address low pressure areas. Budget-level Class V costs will not be prepared for operating scenarios in which more than 15 improvements would be required to provide fire flow.

Task 6 – WTP Raw Water Supply and Treatment Capacity

The Consultant will develop a flow projection curve to reflect the baseline water demands and the future water demands. The curve will show the combined permitted capacity of both South Water Treatment Plant and the North Water Treatment Plant and will show when expansion is recommended.

The Consultant will provide recommendations for the 10-year and build out raw water supply capacity and treatment plant capacity for the South and North Water Treatment Plants. The recommendations will be based on the flow projection curve and the geographic location of the 10-year and buildout future potable water demands. Consultant will evaluate impacts to existing Consumptive Use Permit and additional

capacity needed to yield increased treatment capacity at anticipated treatment recovery rates.

Consultant will prepare a brief description of recommended expansions to be included in the report document described in a subsequent task. The description will include a recommendation on future water plant operations, and a description of impacts to priorities of future plant expansions.

Consultant will develop a AACE Class V OPCC for the proposed recommendations.

Task 7 – Potable Water Hydraulic Modeling and Treatment Expansion Study Report

Consultant will prepare a draft report that includes a description of the existing system and its service area, a summary of the existing and future water demands and future service area, hydraulic modeling assumptions (i.e., minimum system requirements, fire flow scenarios, etc.), a list of recommended improvements for both of the existing water treatment plants with estimated Class V OPCCs. The report will provide a description of recommended infrastructure and distribution system improvements as described in previous tasks and exhibits of the existing water distribution system and future improvements. Consultant will provide a summary of the findings from the PFAS Pilot Testing (ongoing work from a separate contract) and the PFAS Treatment Methods for the North and South Water Plant. Consultant will also include a description of recommended expansion or capacity uprating improvements based in the flow projections including the Class V opinion of probable construction cost for the recommended improvements.

Consultant will attend up to one (1) review meetings to discuss findings of the report. Consultant will respond to one (1) round of reasonable review comments and finalize the report for submittal

Consultant will deliver a complete electronic Infowater Pro output file, including background files, on CD.

Consultant will provide five (5) hard copies of the report including all appendices and cost estimates. The report will include reduced size (11x17) exhibits. Digital files for all documents will be provided for the final report in their native file formats (Word, Infowater Pro, etc.) and in PDF.

ASSUMPTIONS/CLARIFICATIONS

- Recently updated calibrated water model will be provided by SMRU.

- GIS shape file containing watermain material of construction throughout the SMRU service area will be provided by SMRU.
- Recently updated Wastewater Planning Study will be provided by SMRU.
- SMRU will provide equipment and operational data pertinent to these improvements.
- Consultant may use SMRU's resources in confirming accuracy and identification of existing facilities.
- Geocoded billing data can be provided by SMRU.

ADDITIONAL SERVICES

Any services not specifically provided for in the above Statement of Work will be considered additional services and can be performed on a lump basis in accordance with our contract with the Town upon authorization of future proposals. Additional services we can provide include, but are not limited to, the following:

- SMRU Board Meeting presentations

SCHEDULE

The Consultant shall complete the services in accordance with the following schedule: We anticipate that the Tasks 1 through 6 and the draft report described in Task 7 will be completed within eight (8) months from receipt of NTP. Final report will be completed one (1) month after receiving comments from SMRU staff.

COMPENSATION

Kimley-Horn will perform the scope of services described in the statement of work for the lump sum fees listed below.

1. Data Collection and Kickoff Meeting	\$ 14,500.00
2. Water System Hydraulic Model Review and Limited Troubleshooting	\$ 29,400.00
3. Additional Conditions System Model Development	\$ 29,300.00
4. Future Potable Water Demand Projections	\$ 36,300.00
5. Future Conditions Model Evaluation (10-year and buildout)	\$ 54,400.00
6. WTP Raw Water Supply and Treatment Capacity	\$ 43,500.00
7. <u>Water Master Plan Report</u>	<u>\$ 83,500.00</u>
Total	\$290,900.00

Fees will be billed according to our contract with the SMRU. Fees will be invoiced monthly based upon the percentage of services performed as of the invoice date.

CLOSURE

In addition to the matters set forth herein, our work shall be subject to, and only to, the terms and conditions set forth in the Contract between the Town of Jupiter Island and Kimley-Horn and Associates (RFQ #2020-17), dated January 15, 2025, which are incorporated by reference. As used in the Contract, the term "the Kimley-Horn" shall refer to Kimley-Horn and Associates, Inc., and the term "the Town" shall refer to The Town of Jupiter Island.

If you concur in all the foregoing and wish to direct us to proceed with the services, please issue a Work Order in accordance with the Contract.

We appreciate the opportunity to provide these services to you.

Sincerely,

KIMLEY-HORN AND ASSOCIATES, INC.



By: Jason Lee, P.E.
Vice President

Attachment: Staff hour Spreadsheet

K:\WPB_Civil\General\Lee\Proposals\SMRU\2025 Water Master Plan\20251114 - Water Master Plant Update.doc

ESTIMATE FOR ENGINEERING SERVICES

PROJECT: SMRU Potable Water Hydraulic Modeling and Treatment Expansion Study												SHEET 1 of 1
CLIENT: Jupiter Island / SMRU												FILE NO.
ESTIMATOR: JRL												DATE: 3/6/2025
												ALLOCATION 0.00
DESCRIPTION:												DIRECT LABOR (MAN-HOURS)
												Principal
												Chief Engineer
												Chief Engineer
												Sr. Professional
												Analyst
												Sr. Designer
												TECH
												CLERK
												COMP
												EXP
												LINE TOTAL
Task	Description											
Task 1 - Data Collection and Kickoff Meeting												
	Kickoff Meeting		7	7		8			2			\$5,581
	Meeting Minutes			1		5			2			\$1,235
	Data Collection		2	6	6	16			6			\$6,560
	QA/QC	1	1	1	1							\$1,123
Task 2 - Water System Hydraulic Model Review and Limited Troubleshooting												
	Review Model		2	4	16	26			3			\$9,114
	North Plant HSP Field Testing			8		8						\$3,564
	South Plant HSP Field Testing			8		8						\$3,564
	Jupiter Island Field Testing		10	10	20	20			2			\$13,157
Task 3 - Additional Conditions System Model Development												
	Model Piping Updates with Recent Developments		1	2	2	10						\$2,767
	Trend MOR Data to determine ADF/MDF/Peaking Factors		1	2	4	18			2			\$4,555
	Tequesta Interconnect site visits (up to 3) and data analysis			2	4	17			2			\$4,102
	Confirm Diurnal Curve		1	1	3	10			2			\$2,874
	Model WTP Calibration		1	1	3	11			2			\$3,020
	Update Model with Current Demands		1	2	4	14			2			\$3,961
	Use Demand Allocator to assign a land use to each node/identify ERC with billing data		1	2	6	16			2			\$4,659
	QA/QC	3	4	4								\$3,362
Task 4 - Future Potable Water Demand Projections												
	Population Forecast			6	6				2			\$3,214
	Develop Future Potable Water Demands with Population Projections		1	4	20	40			2			\$11,605
	Meeting to discuss future land use and developments		6	6		6			2			\$4,670
	Update Model with Projected Demands		2	4	20	40			2			\$11,904
	Summary Table of ADF/MDF Demands		1	1	8	8						\$3,388
	QA/QC	1	2	2								\$1,519
Task 5 - Future Conditions Model Evaluation												
<i>Existing Conditions - Fire Flow and System Pressure Analysis</i>												
	Scenarios 1A & 1B - Atlantic Fields Repump In service		2	4	12	18			3			\$7,131
	Scenarios 2A & 2B - Atlantic Fields Repump In service and Increased Operating pressures		2	4	12	18			2			\$7,061
<i>Buildout Conditions - Fire Flow and System Pressure Analysis</i>												
	Scenarios 1C & 1D - Atlantic Fields Repump In service		2	5	13	24			2			\$8,442
	Scenarios 2C & 2D - Atlantic Fields Repump In service and Increased Operating pressures		2	5	13	24			2			\$8,442
	Develop list of potential distribution system improvements		3	5	18	42			2			\$12,391
	Class IV Opinion of Probable Construction Costs for Distribution System Improvements		2	4	14	24			2			\$8,345
	QA/QC	8										\$2,587
Task 6 - WTP Raw Water Supply and Treatment Capacity												
	Develop raw water demand projections based on future finished water demands		1	2	4	8			2			\$3,129
	Capacity Recommendations for the 10-year and buildout		2	4	16	24			1	8841		\$17,489
	Develop summary of recommended expansions		2	4	12	24			1			\$7,839
	Class IV Opinion of Probable Construction Costs for Capacity Expansion		2	4	16	24			2	5000		\$13,750
	QA/QC	4										\$1,294
Task 7 - Water Master Plan Report												
	Exhibits		6	6	24	40			2			\$14,526
	Draft Report		20	20	60	80			4			\$36,220
	Draft Review Meeting		7	7		8			2			\$5,562
	Final Report		14	14	40	44			4			\$23,312
	QA/QC	12										\$3,881
	TOTAL HOURS	29	111	172	377	683	0	0	66	0	\$13,841	
	LABOR (\$/HOUR)	\$323.39	\$298.94	\$298.94	\$202.10	\$146.62	\$193.37	\$157.13	\$101.69	\$0	1.0	
	ALLOCATION	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
	SUBTOTAL	\$9,378	\$33,182	\$51,418	\$76,192	\$100,141	\$0	\$0	\$6,748	\$0	\$13,841	
	PAGE TOTAL											\$290,900



SOUTH MARTIN REGIONAL UTILITY

AGENDA ITEM 11

To: Mayor & Town Commission
Through: Robert Garlo – Town Manager
From: Matthew Hammond, PE – Director
CC: Kimberly Kogos – Town Clerk
RE: Agenda Item No. 11 – Amendment to Raftelis Financial
Consultants Work Authorization No. 1
Date: March 24, 2026

Department: Administration

Prepared by: Matthew Hammond, PE – Director

Legal Sufficiency Review: Phil Gildan, Esq. – SMRU Attorney

1. Executive Summary:

On July 21, 2025, the Board approved Work Authorization No. 1 with Raftelis Financial Consultants, under the Agreement for Utility Rate and Financial Consulting Services renewed on February 18, 2025, to complete a utility rate study. This Work Authorization developed a financial forecast and the corresponding evaluation of the rates charged for potable water and wastewater services.

A key component of the financial forecast is the connection fees, commonly referred to as "impact fees", charged for new water and wastewater connections. Impact fees are governed by Florida Statute, Section 163.31801 (the "Florida Impact Fee Act") and must demonstrate a rational nexus between the impact of new development and the need for new capital facilities to ensure the charges are fair and directly beneficial to the development. When connection fees are not aligned with the cost for new capacity, they put pressure on the rates charged to existing customers. SMRU last completed a 10-year analysis of impact fees in October 2015.

Amendment No. 1 to Work Authorization No. 1 with Raftelis, in the amount of \$28,200, will update the cost of capacity model from the 2015 analysis with the in-service assets added and the selected expansion scenarios in the water and wastewater master plans.

If approved, the connection fee analysis will be completed in approximately 3 months following the completion of the water and

wastewater master plans which will detail water and wastewater improvements and projected costs.

2. Fiscal Impact:

Funding is allocated within General Ledger Line Item 401-411-532.101 – Professional Services-Financial in the Fiscal Year 2025-26 budget.

3. Recommended Action:

Staff requests that the Town Commission approve Amendment No. 1 to Work Authorization No. 1 with Raftelis Financial Consultants in the amount of \$28,200 and authorize the Mayor to sign Amendment No.1 to Work Authorization No. 1.

Utility Rate and Financial Consulting Services

AMENDMENT NO. 1 TO WORK AUTHORIZATION No. 1

CONSULTANT: Raftelis Financial Consultants, Inc.

1. **Project.** The Town of Jupiter Island, Florida ("Town") is requesting assistance from Consultant to provide rate consulting services.
2. **Detailed Scope of Professional Services.**
A detailed scope of Services under this Amendment No. to Work Authorization No. 1, in accordance with services detailed in the Agreement, as defined below, is attached as **Exhibit A**.
3. **Deliverable and Schedule.**
The schedule is set forth in **Exhibit A**.
4. **Compensation.**
Compensation of Consultant under this Amendment No. 1 to Work Authorization No. 1 is set forth in **Exhibit A**.
5. **Agreement Reference.**
This Work Authorization shall be performed under the terms and conditions described within the Agreement for Utility and Financial Consulting Services, between the Town of Jupiter Island, Florida, and Consultant, dated July 21, 2025 (the "Agreement"). The terms of the Agreement control over any conflicting or inconsistent in this Work Authorization and **Exhibit A**.
6. **Insurance.**
Consultant shall maintain insurance coverages in accordance with the Agreement and hereby confirms that Certificate(s) of Insurance evidencing *current* policies meeting the requirements of the Agreement are on file with the Town as of the date of this Work Authorization.
7. **Exhibits.**
All attached Exhibits are incorporated fully into this Work Authorization and the Agreement.
8. **Effective Date.**
The effective date of this Amendment No. 1 to Work Authorization No. 1 is the date executed by the Town below.

RAFTELIS FINANCIAL CONSULTANTS, INC.

By: _____
Print Name: _____

Date: _____, 2026

By: _____
Penelope Townsend, Mayor

Date: _____, 2026

Attest: _____
Town Clerk

March 3, 2026

Mr. Matthew Hammond
Director of South Martin Regional Utility
Town of Jupiter Island
9650 SE Water Street
Hobe Sound, FL 33475-0007

Subject: **Authorization to Perform a Water and Wastewater Impact Fee Study for the South Martin Regional Utility**

Dear Mr. Hammond:

This Authorization is being requested to provide utility rate consulting services to the South Martin Regional Utility (the "Utility"), pursuant to the terms and conditions of the Agreement for Utility Rate and Financial Consulting Services between the Town of Jupiter Island (the "Town") and Raftelis Financial Consultants, Inc. ("Raftelis") for professional services dated February 18, 2025 (this is a piggyback agreement on the Martin County Agreement between the County and Raftelis – RFP2021-3343 – Utility Rate & Financial Consulting, dated September 13, 2021) (the "Agreement"). The Utility shall have the same rights, duties, and obligations as Martin County for the work to be performed under this task order ("Task Order"). The purpose of this Task Order is to describe the scope of services, as set forth in Exhibit A, to be performed and the estimated contract price to perform such services on behalf of the Utility as set forth in Exhibit B. We propose a not-to-exceed budget of \$28,200 for the engagement.

We appreciate the opportunity to assist the Utility relative to its utility system. If this Task Order is acceptable, please acknowledge below and provide a copy of the executed Task Order to Raftelis; this will serve as our notice to proceed. If you should have any questions regarding the attached Task Order, please do not hesitate to give me a call. We look forward to working with both the Utility and you on this project.

Respectfully submitted,

Raftelis Financial Consultants, Inc.



Thierry A. Boveri
Senior Vice President

Attachments

ACKNOWLEDGMENT:

South Martin Regional Utility

Name

Title

Date

EXHIBIT A

SOUTH MARTIN REGIONAL UTILITY UTILITY CONSULTING SERVICES

SCOPE OF SERVICES

GENERAL

The proposed Scope of Services to be performed by the personnel of Raftelis Financial Consultants, Inc. (Raftelis) relative to the development of a Impact Fee Study (the "Project") for the South Martin Regional Utility (SMRU) water and wastewater system (the "System") will be performed and presented to the Town Commissioners (the "Commission"). The following is a summary of the individual tasks to be performed for each phase or component of the Project.

Task 1: Kick-off Meeting, Data Compilation and Review

A detailed data request will be prepared to SMRU staff to compile specific information relative to the existing and future plant-in-service and capacity of such plant allocable to new development. The project team will prepare a written data request and will interview staff members to collect capital and planning documentation as well as other relevant information needed to perform the impact fee study. Information to be obtained will include population projections, current fixed asset data, revised capital improvement plans of each utility system, inventory of existing facilities as it relates to capacity and utilization, and other related information. **One (1) virtual meeting** is recognized to review compiled information, meet with staff to review data, and identify key issues to be addressed during the development of the impact fee analysis.

Task 2: Evaluation of Existing Fixed Assets

The project team will evaluate existing facility costs and incremental capital costs to provide utility service to future service needs or build-out population. This task focuses on the existing installed assets. The project team will functionalize the utility fixed asset costs to the service categories in order to evaluate current assets in place to provide service; the following categories shall be recognized based on data availability:

- a. Water storage and treatment facilities;
- b. Wastewater treatment facilities;
- c. Reclaimed water treatment facilities representing equipment and associated costs to treat wastewater effluent to reclaimed (irrigation water) standards;
- d. Water and wastewater backbone transmission components;
- e. Water and reclaimed distribution components;
- f. Wastewater collection backbone components; and
- g. Miscellaneous equipment and components as needed (General Plant).

On an as-needed basis, the project team will review the original replacement costs of certain fixed assets to validate or update the costs as required.

The project team will also work with staff to identify any utility plant additions which are considered as being fully utilized from a total system capacity utilization standpoint (first-in, first-used capacity basis by service area). **One (1) virtual meeting** is contemplated to review the results of the functionalization of fixed asset records.

Task 3: Evaluation of Capital Improvement Program (CIP)

The project team will review the utility's updated capital improvement plan (CIP) and capacity additions necessary to serve growth and incorporate the capital improvement plan into the fee analysis. The project team will work with staff to identify capital expenditures that: i) are allocable to new development or growth within the identified capital planning horizon; ii) serve to upgrade or enhance utility plant that has remaining capacity allocable to growth; iii) are allocable to new development of growth outside of the identified capital planning horizon; and iv) are for renewals and replacements of assets associated with serving existing customers and capacity. The project team will review SMRU's CIP and categorize proposed projects as described in Task 2. **One (1) virtual meeting** is contemplated to review the results of the classification of the CIP.

Task 4: Review of Levels of Service and Capacity Analysis

Based on existing level of service (LOS) standards, constructed plant capacity, and the amount of capacity previously reserved by developers as may be known, an analysis of the Town's existing and projected Equivalent Residential Connection (ERC) requirements will be conducted. This analysis is necessary to evaluate the capacity utilization of the water and wastewater facilities (from both an existing and prospective capital facility standpoint).

Task 5: Impact Fee Comparison

A comparison of the individual water and wastewater impact fees for neighboring or similar utilities will be prepared. Such impact fee comparisons will include: i) level of fee charged; ii) method of application where readily available and iii) level of service per ERC and the overall rate per gallon for such capacity. This task will be performed concurrent with the impact fee determination to assist in the finalization of the fee methodology.

Task 6: Design of Impact Fees

Raftelis will design water and wastewater impact fees that meet the Florida "Dual Rational Nexus Test":

The local government must demonstrate a reasonable connection, or rational nexus, between the need for additional capital facilities and the growth in population generated by the subdivision. In addition, the government must show a reasonable connection, or rational nexus, between the expenditures of the funds collected [the impact fees] and the benefits accruing to the subdivision. In order to satisfy this latter requirement, the ordinance must specifically earmark the funds collected for use in acquiring the capital facilities to benefit the new residents. St. John's County v. No. Florida Builders Association, Inc. 583 So. 2d 635 (Fla. 1991).

The fees will also be designed to meet the requirements of the Florida Impact Fee Act, Section 163.31801(3), Fla. Stat, "An impact fee adopted by ordinance of a county or municipality or by resolution of a special district must, at minimum: (a) Require that the calculation of the impact fee

be based on the most recent and localized data; (b) Provide for accounting and reporting of impact fee collections and expenditures. If a local governmental entity imposes an impact fee to address its infrastructure needs, the entity shall account for the revenues and expenditures of such impact fee in a separate accounting fund; (c) Limit administrative charges for the collection of impact fees to actual costs; and (d) Require that notice be provided no less than 90 days before the effective date of an ordinance or resolution imposing a new or increased impact fee. A county or municipality is not required to wait 90 days to decrease, suspend, or eliminate an impact fee.

Raftelis will perform a sufficiently detailed analysis to determine whether the proposed water and wastewater impact fees meet the requirements of the Dual Rational Nexus Test and the Florida Impact Fee Act, as applicable. The impact fees will be developed on an equivalent residential customer (i.e., single-family resident) basis. **One (1) virtual meeting** is recognized to review the preliminary analysis of the Phase 1 activities.

Task 7 – Rate Resolution Assistance

Raftelis will prepare a draft impact and miscellaneous fee schedule in support of and assist SMRU in the preparation or review of a rate resolution proposed to the SMRU Board, including development of any necessary fee schedule consistent with the final recommendations of the Project.

Task 8: Report Preparation and Presentation

Raftelis will prepare: i) a fee study report documenting our assumptions, analyses, and primary data sources; and ii) a briefing document (PowerPoint presentation) to summarize the study results. These tasks assume one **(1) on-site meeting** to present the recommendations and findings of the study at a public hearing to the Board.

SMRU STAFF ASSISTANCE

In order to complete the engagement on a timely basis, SMRU staff will be called upon to provide assistance to Raftelis in its study efforts. Raftelis recognizes that the staff time will be limited primarily to a data gathering and a supervisory role, and that the primary analytical activities will be performed by Raftelis. The following is a list of the tasks anticipated to be performed by the staff of the SMRU.

- The gathering of specific customer, operational and facility data and information to be used in the Project;
- Assistance in the identification of the level of service associated with new customer connections;
- Assistance and direction during the development and formulation of proposed fees; and / or
- General review and providing of comments on the results of our analyses and reports to the Town.

LIST OF DELIVERABLES

The deliverables to be provided in this engagement include the following items:

- Data Request;
- Fixed Asset Records and Projected Capital Plan Analysis;
- Proposed Impact Fees;
- Rate Comparison of SMRU Existing and Proposed Impact Fees Charged by Other Neighboring Utilities;
- Summary Report or Technical Memorandum; and
- Briefing Document for SMRU Board Presentation.

ADDITIONAL SERVICES

During the course of the study, the Town may request additional services from Raftelis. Such services will not be conducted until authorized by the Town as mutually agreed between the Town and Raftelis. The Town will be billed for such additional services based on the direct labor rates as set forth in Exhibit B, or may be amended from time to time, and any direct out of pocket expenses associated with such additional work. Examples of such additional services are as follows:

1. Attendance of meetings in addition to what is anticipated in this scope of services;
2. Limited descriptions or ability by Raftelis staff to readily identify the fixed asset records by asset function (i.e., treatment, transmission, collection, distribution, etc.) requiring significant / additional analyses and review with staff to summarize fixed asset records;
3. Review of the Town's existing Accrued Guaranteed Revenue Fees (AGRF);
4. Multiple revisions to proposed fees or development of new fees for service which is considered outside of the scope of services identified herein; and / or
5. Delays in the Project schedule which: i) are not the fault of Raftelis; ii) may have impacts on analyses performed; and iii) would affect the budget for the scope of services reflected herein.

To the extent additional services are performed by Raftelis for this Project but the total cost of the study, including the additional services, does not exceed the Town's budgeted cost for the Project, no additional services will be billed to the Town.

EXHIBIT B

RAFTELIS FINANCIAL CONSULTANTS, INC. SCHEDULE OF DIRECT LABOR HOURLY RATES

project team Member/ Job Classification	Direct Hourly Rate [1]
Chief Executive Officer/Executive Vice President	\$250
Vice President/Principal Consultant	\$240
Senior Manager/Director of Data Services	\$230
Manager	\$220
Senior Consultant	\$210
Consultant	\$200
Senior Associate	\$180
Associate	\$150
Senior Rate Analyst	\$125
Rate Analyst	\$100
Analyst	\$80
Assistant Analyst	\$65
Creative Services	\$125
Clerical and Administration	\$70

[1] Direct labor hourly rates effective twelve months after the date of execution of an agreement between the County and Raftelis; rates may be adjusted by not more than the net percentage change in the Consumer Price index – Urban Consumers per annum (rounded to the nearest dollar) or as mutually agreed between parties for invoices rendered after each anniversary date of each year thereafter. Any change in direct hourly rates must be approved by the County prior to implementation.

<u>Expense Description</u>	<u>Standard Cost Rates</u>
Mileage Allowance – Personal Car Use Only	IRS Standard Mileage Rate
Reproduction (black and white) (in-house)	\$0.05 per page
Reproduction (color) (in-house)	\$0.25 per page
Reproduction (contracted)	Actual Cost
Computer Time	\$0.00 per hour
Telephone Charges	Actual Cost
Delivery Charges	Actual Cost
Lodging/Other Travel Costs	Actual Cost
Meals [2]	Not to Exceed per Raftelis Employee per County Reimbursement Policy
Subconsultant Services	Actual Cost
Other Costs for Services Rendered	Actual Cost

[2] Standard cost rates will be based on the County reimbursement policy or Florida Statute Section 112.061, as appropriate, during the billing period referenced on the invoices for services.

EXHIBIT C

RAFTELIS FINANCIAL CONSULTANTS, INC. COST ESTIMATE: BUDGET NOT-TO-EXCEED

Line No.	Task Ref. (1)	Vice President	Senior Consultant	Associate	Admin.	Totals
1	Direct Labor Rates (2)	\$ 240.00	\$ 210.00	\$ 150.00	\$ 70.00	
	Evaluation of Connection / Impact Fee Charges					
2	1 Data Acquisition, Compilation and Review (1 Virtual Meeting)	4	4	-	2	10
3	2 Evaluation of Existing Fixed Assets (1 Virtual Meeting)	2	24	16	-	42
4	3 Evaluation of CIP (1 Virtual Meeting)	2	8	4	-	14
5	4 Level of Service and Capacity Analysis	2	8	8	2	20
6	5 Impact Fee Comparison	2	4	-	-	6
7	6 Design of Impact Fees (1 Virtual Meeting)	4	8	-	-	12
8	7 Rate Resolution Review	1	1	-	-	2
9	8 Technical Memorandum / Report Preparation	2	8	2	4	16
10	8 Public Hearing - Preparation of Presentation Materials	2	2	-	-	4
11	8 Public Hearing - Town Commission (1 On-Site Meeting)	6	6	-	-	12
12	All Project Management and Administration	1	-	-	-	1
13	Total Hours - Phase 2	28	73	30	8	139
14	Direct Labor Cost - Phase 2	\$ 6,720	\$ 15,330	\$ 4,500	\$ 560	\$ 27,110
15	Average Hourly Rate - Phase 2					\$ 195.04
	Other Direct Costs					
16	Meeting Travel Allowance					\$ 1,020
17	Other Miscellaneous / Rounding (e.g., tolls, etc.)					70
18	Total Other Direct Costs					\$ 1,090
19	Total Estimated Project Cost					\$ 28,200

(1) Please reference Exhibit A - Scope of Services for description of Tasks to be performed by Raftelis.

(2) Please reference Exhibit B - Schedule of Direct Labor Hourly Rates and Standard Cost Rates for summary of rates / charges.