

**AGENDA  
TOWN OF JUPITER ISLAND  
TOWN COMMISSION MEETING  
MONDAY, SEPTEMBER 14, 2026, 1:00 PM  
ISLAND ROOM – TOWN HALL – 2 BRIDGE ROAD, HOBE SOUND, FL  
SOUTH MARTIN REGIONAL UTILITY (SMRU) MEETING  
(AT 1PM OR DIRECTLY FOLLOWING TOWN COMMISSION MEETING)**

**CALL TO ORDER AND COMMENTS\***

**PUBLIC COMMENT**

**CONSENT AGENDA**

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 May 18, 2026

Category B- Other Informational Materials (No Action Required)

- a. Fixes Asset Disposals
- b. FY 25/26 SMRU Budget Status and Balance Sheet - Period Ending August 2026

**ADMINISTRATIVE AGENDA**

2. Director's Report
3. Gomez Neighborhood Water Main Extensions Update\*

**SMRU BOARD ACTION ITEMS**

4. Resolution No. 959 - FY 2026/2027 SMRU Budget Approval
5. ITB 2025-05 SMRU 2026-2027 Bulk Chemical Bids Approval

**Agreements & Renewals**

6. Piggyback Agreement with Baker Underground - Grinder Station Installation & Septic Conversion Services
7. Acceptance of Revised Pricing & Spending Authorization with Ferguson Enterprises - Neptune Meter Purchases
8. Contract Renewal with Electrical & Mechanical Maintenance - Pump & Motor Rehabilitation

**Spending Authorizations**

9. Single Source Spending Authorization with Badger Meter - Lift Station Telemetry Systems

**OTHER ITEMS**

10. Other Items\*

*\* No advanced materials provided*

*(QJ) Denotes a quasi-judicial matter or public hearing*

*Note that time allotments, where indicated, represent anticipated discussion timeframes intended to support the efficient flow of the meeting, and are not intended to establish a time-certain for any specific agenda item.*

**TOWN COMMISSION / SMRU BOARD**

Anne Scott, Mayor

Joseph Taddeo, Vice Mayor

Marshall Field VI, Commissioner

Patricia Warner, Commissioner

Maria Bayazid, Commissioner

**ADMINISTRATIVE STAFF**

Town Manager, Robert Garlo

SMRU Attorney, Phillip Gildan

Utility Director, Matthew Hammond

**TOWN VISION**

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

**STATE MANDATED STATEMENT**

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

**MINUTES**  
**SOUTH MARTIN REGIONAL UTILITY MEETING**  
**TUESDAY, JULY 21, 2026**  
**JUPITER ISLAND TOWN HALL**  
**10:00 am**

**Called to Order: 10:14 am**

Town Commission

Anne Scott, Mayor

Joe Taddeo, Vice Mayor

Patsy Warner, Commissioner

Maria Bayazid, Commissioner

*Marshall Field, Commissioner - Absent*

Also Present:

Robert Garlo, Town Manager

Matthew Hammond, P.E., Utilities Director

Phil Gildan, SMRU Attorney

Sabrina Fahrer, SMRU Executive Assistant

**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 May 18, 2026

Category B – Other Information Materials (No Action Required)

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

Motion to Approve Consent Agenda: Commissioner Patsy Warner

Second: Vice Mayor Joseph Taddeo

Carried: 4-0

***Board Actions items moved up prior to directors' report.***

**ADMINISTRATIVE AGENDA**

**2. Director's Report**

**Discussion:** There was discussion pertaining to the June 24, 2026 vehicle accident at the North Water Treatment Plant. Mayor Scott had questions on the limits to operational capacity at the North Water Treatment Plant. There was discussion on the status of the Gomez Neighborhood Water Main Extensions project. Town Manager Garlo to meet with Martin County Commissioner Capps to discuss the status of the Gomez Neighborhood Water Main Extensions project.

3. Draft Fiscal Year 2026-2027 Budget Presentation

**Discussion:** There was discussion on the future direction and needs of the utility as well as the master plan and financial study items that will be brought to the Board in upcoming meetings. There was additional discussion on SMRU ground water supplies. The Board requested Jim Anderson with JLA Geosciences to present at a future SMRU meeting on water supply. There was discussion on the status and impact of PFAS regulations. No changes were requested to the Fiscal Year 2026-27 SMRU Budget as presented.

**SMRU BOARD ACTION ITEMS**

Agreements & Renewals

4. Piggyback Agreement with Lawrence Lee Construction Services – Construction Services

**Discussion:** Staff requested that the SMRU Board approve the piggyback agreement with Lawrence Lee Construction Services, Inc. with the same pricing as provided in the Martin County Contract for a term of three (3) years plus two (2) 1-year renewal options and authorize the Mayor to sign the agreement.

Motion to Approve Piggyback Agreement with Lawrence Lee Construction Services:  
Vice Mayor Taddeo  
Second: Commissioner Bayazid  
Carried: 4-0

5. Piggyback Agreement with Raftelis Financial Consultants – Utility Financial Consultants

**Discussion:** Staff requested that the SMRU Board approve the piggyback agreement with Raftelis Financial Consultants, Inc., for a term of three (3) years plus two (2) 1-year renewal options and authorize the Mayor to sign the agreement.

Motion to Approve Piggyback agreement with Raftelis Financial Consultants:  
Commissioner Warner  
Second: Vice Mayor Taddeo  
Carried: 4-0

6. Contract Renewal with Florida Detroit Diesel – Generator Maintenance & Repair

**Discussion:** Staff requested that the SMRU Board approve the renewal agreement with Florida Detroit Diesel through July 25, 2027, and authorize the Mayor to sign the agreement.

Motion to Approve Contract Renewal with Florida Detroit Diesel: Commissioner Warner

Second: Vice Mayor Taddeo

Carried: 4-0

7. Contract Renewal with Stuart Plumbing – Sewer Main Cleaning and Repair Services

**Discussion:** Staff requested that the SMRU Board approve the renewal agreement with Stuart Plumbing, LLC, through July 15, 2027, and authorize the Mayor to sign the agreement.

Motion to Approve Contract Renewal with Stuart Plumbing: Vice Mayor Taddeo

Second: Commissioner Bayazid

Carried: 4-0

8. Piggyback Agreement with Bismark Electrical – Industrial Electrical Services

**Discussion:** Staff requested that the SMRU Board approve the piggyback agreement with Bismark Electrical Services, Inc. with the same pricing as provided in the Orange City Contract for a term of one (1) year plus four (1) 1-year renewal options and authorize the Mayor to sign the agreement.

Motion to Approve Piggyback Agreement with Bismark Electrical: Vice Mayor Taddeo

Second: Commissioner Bayazid

Carried: 4-0

9. Piggyback Agreement with Kirchman Construction Company – General Contracting

**Discussion:** Staff requested that the SMRU Board approve the piggyback agreement with Kirchman Construction Company with the same pricing as provided in the Martin County Contract for a term of three (3) years plus two (2) 1-year renewal options and authorize the Mayor to sign the agreement.

Motion to Approve Piggyback Agreement with Kirchman Construction Company: Commissioner Warner

Second: Vice Mayor Taddeo

Carried: 4-0

10. Piggyback Agreement with Gulf Coast Underground – Sanitary Sewer Line and Manhole Rehabilitation

**Discussion:** Staff requested that the SMRU Board approve the piggyback agreement with GCU, LLC with the same pricing as provided in the Gainesville Regional Utilities Contract for a term of three (3) years plus two (2) 1-year renewal options and authorize the Mayor to sign the agreement.

Motion to Approve Piggyback Agreement with Gulf Coast Underground: Vice Mayor Taddeo  
Second: Commissioner Bayazid  
Carried: 4-0

11. Piggyback Agreement with Precision Contracting Services – Fiber Optic Networking Cable

**Discussion:** Staff requested that the SMRU Board approve the piggyback agreement with Precision Contracting Services, Inc. with the same pricing as provided in the Martin County Contract for a term of three (3) years plus two (2) 1-year renewal options and authorize the Mayor to sign the agreement.

Motion to Approve Piggyback Agreement with Precision Contracting Services: Commissioner Warner  
Second: Vice Mayor Taddeo  
Carried: 4-0

12. Piggyback Agreement with MCE Tripp Electric Motors – Electric Motor Repair & Rehabilitation

**Discussion:** Staff requested that the SMRU Board approve the piggyback agreement with MCE Tripp Electric Motors, LLC, with the same pricing as provided in the Palm Beach County Contract for a term of one (1) year plus four (4) additional 1-year renewal options and authorize the Mayor to sign the agreement.

Motion to Approve Piggyback Agreement with MCE Tripp Electric Motors: Commissioner Bayazid  
Second: Vice Mayor Taddeo  
Carried: 4-0

13. Contract Renewal with PACE Analytical Services, LLC – Analytical Laboratory Services

**Discussion:** Staff requested that the SMRU Board approve the renewal agreement with Pace Analytical Services, LLC through July 24, 2028 and authorize the Mayor to sign the agreement.

Motion to Approve Contract Renewal with PACE Analytical Services, LLC: Commissioner Bayazid  
Second: Vice Mayor Taddeo  
Carried: 4-0

Spending Authorizations

14. Contract Renewal & Spending Approval with Infosend – Mailing Services for Utility Billing

**Discussion:** Staff requested that the SMRU Board approve the renewal agreement with Infosend, Inc. through July 11, 2027, authorize the Mayor to sign the agreement, and authorize spending approval in the amount of \$72,500.00.

Motion to Approve Contract Renewal & Spending Approval with Infosend:  
Commissioner Warner  
Second: Vice Mayor Taddeo  
Carried: 4-0

**15. Contract Renewal and Spending Approval with Synagro South – Biosolids Dewatering & Hauling**

**Discussion:** Staff requested that the SMRU Board approve the renewal agreement with Synagro South, LLC through July 20, 2027, authorize the Mayor to sign the agreement, and authorize spending approval in the amount of \$260,000.00.

Motion to Approve Contract Renewal & Spending Approval with Synagro South:  
Commissioner Bayazid  
Second: Vice Mayor Taddeo  
Carried: 4-0

**16. Spending Authorization for Glover Oil – Gasoline & Diesel**

**Discussion:** Staff requested spending authorization with Glover Oil Company, Inc. in the amount of \$12,000.00 for diesel and gasoline fuel purchases by SMRU during Fiscal Year 2025-26.

Motion to Approve Spending Authorization for Glover Oil: Commissioner Warner  
Second: Vice Mayor Taddeo  
Carried: 4-0

**17. Other Items\***

*\* No advance Materials provided*

**Meeting Adjourned: 11:20 am**

**Attested by:**

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**Sabrina Fahrner, SMRU Commission Meeting Secretary**

STATE MANDATED STATEMENT

If a person decides to appeal any decision made by the board, agency, or commission with respect to any matter considered at such meeting or hearing, he will need a record of the proceedings, and that, for such purpose, he may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. Any person requiring special accommodation at this meeting because of a disability or physical impairment should contact the Town prior to the meeting. Please contact the Town Hall, 2 Bridge Road, Hobe Sound, FL 33455, telephone (772) 545-0100.



## **SOUTH MARTIN REGIONAL UTILITY**

### **AGENDA ITEM 1.b**

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**To:** Mayor & Town Commission  
**Through:** Robert Garlo – Town Manager  
Matthew Hammond, PE – SMRU Director  
Matthew Pazanski – Finance/HR Director  
**From:** Linda Haggerty – SMRU Finance Manager  
**CC:** Kimberly Kogos – Town Clerk  
**RE:** Fixed Asset Disposal  
**Date:** September 14, 2026

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#### 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:

Staff requests that the SMRU board approve removal of the attached list of assets from the SMRU Asset Listing.

South Martin Regional Utility  
Asset/Inventory Disposal Listing  
September 14, 2026

ASSET INFORMATION

| Date Added | Location | Asset/Inventory/<br>Surplus | Asset ID# | Quantity | Description #1            | Description #2 | Manufacturer               | Model #     | Serial #         | Estimated<br>Salvage Value | Trade In Value | Commission<br>Approved |
|------------|----------|-----------------------------|-----------|----------|---------------------------|----------------|----------------------------|-------------|------------------|----------------------------|----------------|------------------------|
| 6/30/26    | DISTR    | ASSET                       | N/A       | 6        | ¾" brass water meters     |                | Precision/Invensys/Neptune | none        | Multi            | \$ 36.00                   |                |                        |
| 6/30/26    | DISTR    | ASSET                       | N/A       | 2        | 1½" brass water meter     |                | Precision/Invensys/Neptune | none        | Multi            | \$ 12.00                   |                |                        |
| 6/30/26    | DISTR    | ASSET                       | N/A       | 2        | 2" brass water meter      |                | Precision/Invensys         | none        | Multi            | \$ 12.00                   |                |                        |
| 7/31/26    | DISTR    | ASSET                       | N/A       | 16       | ¾" brass water meters     |                | Precision/Invensys/Neptune | none        | Multi            | \$ 96.00                   |                |                        |
| 7/31/26    | DISTR    | ASSET                       | N/A       | 1        | 1" brass water meter      |                | Precision/Invensys/Neptune | none        | Multi            | \$ 6.00                    |                |                        |
| 8/26/26    | WWTP     | ASSET                       | 421434    | 1        | Water Tank Trailer        |                | Magnum Pro                 | MWT0500     | 085190           | \$ 100.00                  |                |                        |
| 8/26/26    | WWTP     | ASSET                       | 421793    | 1        | DO Probe controller       |                | Hach                       | SC200       | N/A              | \$ 5.00                    |                |                        |
| 8/26/26    | WWTP     | ASSET                       | 421794    | 1        | DO Probe controller       |                | Hach                       | SC200       | N/A              | \$ 5.00                    |                |                        |
| 8/26/26    | WWTP     | ASSET                       | 422363    | 1        | Aqua Tap Pro Tapping kit  |                | AquaTap                    | ProT Tiger  | N/A              | \$ 5.00                    |                |                        |
| 8/26/26    | WWTP     | ASSET                       | 422528    | 1        | Drain Cleaning Machine    |                | Mytana                     | Mytana      | 6521             | \$ 10.00                   |                |                        |
| 8/26/26    | SWTP     | ASSET                       | 422628    | 1        | Finished Water Transducer |                | Rosemount                  | 1056        | 2874365          | \$ 5.00                    |                |                        |
| 8/26/26    | SWTP     | ASSET                       | 422693    | 1        | AC Unit, Rheem            |                | Rheem                      | RA1630AJ1NA | W231711209       | \$ -                       |                |                        |
| 8/26/26    | SWTP     | ASSET                       | 422728    | 1        | RO Degassifier Blower     |                | Baldor                     | M4110T      | N/A              | \$ 50.00                   |                |                        |
| 8/26/26    | SWTP     | ASSET                       | 422729    | 1        | RO Degassifier Blower     |                | Baldor                     | M4110T      | N/A              | \$ 50.00                   |                |                        |
| 8/26/26    | SWTP     | ASSET                       | 423043    | 1        | AC Unit, York             |                | York                       | YCE24B22SA  | W1N96494648      | \$ -                       |                |                        |
| 8/26/26    | WWTP     | ASSET                       | 423132    | 1        | 10" Mag Meter             |                | ABB                        | FEW325      | 3K620000347693   | \$ 5.00                    |                |                        |
| 8/26/26    | WWTP     | ASSET                       | 423426    | 1        | Drain Cleaning Machine    |                | Ridgid                     | K6200       | VBFO73880922     | \$ 25.00                   |                |                        |
| 8/26/26    | WWTP     | ASSET                       | 423561    | 1        | RAS Pump                  |                | Flygt                      | 3085.06     | 3085.060-1870216 | \$ 5.00                    |                |                        |



# MEMORANDUM

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**TO:** Town of Jupiter Island, Commission (SMRU Board)  
**THROUGH:** Robert Garlo, Town Manager  
**FROM:** Matthew Pazanski, Finance/HR Director  
**DATE:** September 1, 2026  
**SUBJECT:** SMRU Interim Monthly Financial Report – August 31, 2026

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## Discussion

Attached are the month ending August 31, 2026, interim financial reports including the year-to-date revenue and expense reports, balance sheet and schedule of bond coverage.

Overall, the year-to-date operating revenues are strong at 114%, as noted in the attached reports. The revenue report provides the following details:

- Water and Wastewater revenues at 106% and 95%, respectively are in line with expectations; (we generally budget conservatively).
- Other Services revenues (\$1,198,240 – 167%) mainly include: Irrigation Quality (IQ) water, Fire Protection, and Accrued Guaranteed Revenue Fees (AGRF), with AGRF collections trending well above current year budget as new connections are strong.
- Misc. Revenues/Investment Income (\$1,567,691 – 285%) mainly consists of investment income that is above expectations as the interest rate environment has continued to be favorable and donations for a generator and lift station improvements.
- Connection Fees \$825,436 – 750% as referenced earlier, have trended higher this year.

Overall, the year-to-date personnel and operating expenses are as projected at 84% with a target near 92%, as noted on the expense report.

- Capital Fund (402) accounts for septic to sewer conversions and is dependent on customer driven activity and desire or need to convert, this activity is currently low at \$34,210 – 7%.
- Capital Fund (406 & 407) accounts for capital expansion projects in water and wastewater with a current year budget of \$1,110,000, this activity will pick up next fiscal year.
- Renewal & Replacement Fund (403) accounts for projects generally focused on upgrading or replacing aging, damaged, or obsolete infrastructure, currently at \$1,362,193 – 22%, with several projects underway, and projected to be completed before year end.
- Debt Service Fund (404) accounts for required debt service payments to the three (3) outstanding debt obligations, current year payments are complete at \$1,968,342 – 100%.
- Total current expenses are \$12,600,076 – 61%.

The balance sheet identifies Unrestricted cash and investments of approximately \$35 million, and Net Assets at \$61,109,943. Total assets balance total liabilities and fund balance at \$103,550,797.

The current period schedule of bond coverage evaluates year-to-date solvency by mapping operating cash flows directly against active debt liabilities. Debt service coverage ratios reached 3.3 and 3.7, comfortably exceeding the covenanted requirements of 1.10 and 1.20.

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

| Account Description                  | FY 2026<br>Adopted Budget | 2024-2025<br>Prior Year to Date<br>8/31/2025 | 2025-2026<br>Year to Date<br>8/31/2026 | YTD 92%<br>Target |
|--------------------------------------|---------------------------|----------------------------------------------|----------------------------------------|-------------------|
| <b>Revenue</b>                       |                           |                                              |                                        |                   |
| Water Revenues                       | \$8,578,713               | \$9,036,047                                  | \$9,111,605                            | 106%              |
| Wastewater Revenue                   | \$3,921,654               | \$3,632,207                                  | \$3,733,880                            | 95%               |
| Other Services                       | \$716,338                 | \$1,070,796                                  | \$1,198,240                            | 167%              |
| Grants and Donations                 | \$0                       | \$998,856                                    | \$90,820                               | 0%                |
| Misc. Revenues/Investment Income     | \$550,000                 | \$1,698,054                                  | \$1,567,691                            | 285%              |
| <b>Total Operating Revenues</b>      | <b>\$13,766,705</b>       | <b>\$16,435,961</b>                          | <b>\$15,702,236</b>                    | <b>114%</b>       |
|                                      |                           |                                              |                                        |                   |
| Connection Fees                      | \$110,000                 | \$635,042                                    | \$825,436                              | 750%              |
| 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                       | \$0                                          | \$0                                    | 0%                |
| Connection Fee Reserves              | \$1,000,000               | \$0                                          | \$0                                    | 0%                |
| Transfer from Debt Service           | \$0                       | \$0                                          | \$0                                    | 0%                |
| <b>Total Revenues</b>                | <b>\$20,804,922</b>       | <b>\$17,193,433</b>                          | <b>\$16,527,672</b>                    | <b>79%</b>        |
| <b>Expenses</b>                      |                           |                                              |                                        |                   |
| Payroll                              | \$3,526,471               | \$2,759,524                                  | \$2,987,453                            | 85%               |
| Pension                              | \$477,825                 | \$33,188                                     | \$307,145                              | 64%               |
| Benefits                             | \$1,048,591               | \$884,332                                    | \$933,669                              | 89%               |
| <b>Total Personnel</b>               | <b>\$5,052,887</b>        | <b>\$3,677,044</b>                           | <b>\$4,228,267</b>                     | <b>84%</b>        |
|                                      |                           |                                              |                                        |                   |
| <b>Total Operating</b>               | <b>\$5,933,083</b>        | <b>\$4,479,598</b>                           | <b>\$5,007,064</b>                     | <b>84%</b>        |
|                                      |                           |                                              |                                        |                   |
| <b>Total Personnel and Operating</b> | <b>\$10,985,970</b>       | <b>\$8,156,642</b>                           | <b>\$9,235,331</b>                     | <b>84%</b>        |
|                                      |                           |                                              |                                        |                   |
| Capital Fund (402)                   | \$500,000                 | \$134,047                                    | \$34,210                               | 7%                |
| Capital Fund (406 & 407)             | \$1,110,000               | \$0                                          | \$0                                    | 0%                |
| Renewal & Replacement Fund (403)     | \$6,240,052               | \$2,253,479                                  | \$1,362,193                            | 22%               |
| Debt Service Fund (404)              | \$1,968,900               | \$1,391,055                                  | \$1,968,342                            | 100%              |
| Transfer from O&M (403, 404 Net)     |                           | \$0                                          | \$0                                    |                   |
|                                      |                           |                                              |                                        |                   |
| <b>Total Non - Operating</b>         | <b>\$9,818,952</b>        | <b>\$3,778,580</b>                           | <b>\$3,364,745</b>                     | <b>34%</b>        |
|                                      |                           |                                              |                                        |                   |
| <b>Total Expenses</b>                | <b>\$20,804,922</b>       | <b>\$11,935,222</b>                          | <b>\$12,600,076</b>                    | <b>61%</b>        |
|                                      |                           |                                              |                                        |                   |
| <b>Total +/-</b>                     | <b>\$0</b>                | <b>\$5,258,210</b>                           | <b>\$3,927,596</b>                     |                   |

BALANCE SHEET FOR TOWN OF JUPITER ISLAND  
INTERIM BALANCE SHEET  
Period Ending 08/31/2026

| GL Number                                | Description                               | Balance                         |
|------------------------------------------|-------------------------------------------|---------------------------------|
| Fund 401 - UTILITY OPERATIONS/MAINT FUND |                                           |                                 |
| *** Assets ***                           |                                           |                                 |
| 401-000-101.000                          | CASH IN BANK-SEACOAST NATIONA             | 1,090,792.14                    |
| 401-000-101.152                          | INVESTMENT POOL                           | 20,670,657.15                   |
| 401-000-101.154                          | INVESTMENT- FL PALM                       | 519,771.29                      |
| 401-000-101.155                          | INVESTMENT-SBA                            | 8,945,461.36                    |
| 401-000-101.158                          | INVESTMENT                                | 4,811,867.61                    |
| 401-000-102.001                          | PETTY CASH                                | 300.00                          |
| 401-000-102.002                          | CHANGE FUND                               | 650.00                          |
| 401-000-115.000                          | ACCOUNTS RECEIVABLE                       | 8,660.63                        |
| 401-000-115.401                          | ACCOUNTS REC-UTILITY BILLING              | 1,029,927.96                    |
| 401-000-117.000                          | ALLOWANCE FOR UNCOLLECTIBLE A             | (74,550.05)                     |
| 401-000-121.000                          | ASSESSMENTS                               | 231,949.27                      |
| 401-000-125.121                          | ASSESSMENT INTEREST RECEIVABL             | 1,718.80                        |
| 401-000-131.606                          | DUE FROM CHRISTMAS FUND                   | 22.50                           |
| 401-000-141.001                          | INVENTORY                                 | 414,936.98                      |
| 401-000-154.003                          | DEFERRED LOSS-2006 REFUNDING              | 93,629.25                       |
| 401-000-154.010                          | DEFERRED OUTFLOWS                         | 76,244.00                       |
| 401-000-155.000                          | PREPAID ITEMS                             | 27,550.52                       |
| 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                           | (24,668,777.26)                 |
| 401-000-165.902                          | ACCUM DEP-WASTE WATER                     | (18,128,044.85)                 |
| 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                    |
|                                          | <b>Total Assets</b>                       | <b><u>\$ 103,550,797.27</u></b> |
| *** Liabilities ***                      |                                           |                                 |
| 401-000-202.000                          | ACCOUNTS PAYABLE                          | (631.87)                        |
| 401-000-207.001                          | DUE TO GENERAL FUND                       | 75,678.65                       |
| 401-000-207.407                          | DUE TO WASTEWATER IMPACT FEES             | 30.68                           |
| 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                           |
| 401-000-229.703                          | DONATIONS                                 | 0.00                            |
| 401-000-232.901                          | UTILITY BONDS PAYABLE                     | 0.00                            |
| 401-000-232.902                          | UTILITY BOND PAYABLE 2020                 | 25,440,000.00                   |
| 401-000-237.001                          | OPEB LIABILITY                            | 209,859.00                      |
| 401-000-239.903                          | NOTE PAYABLE - SUNTRUST                   | 0.00                            |
| 401-000-239.904                          | NOTE PAYABLE - BOA                        | 9,361,468.24                    |
| 401-000-239.905                          | NOTE PAYABLE - BOA                        | 833,429.90                      |
|                                          | <b>Total Liabilities</b>                  | <b><u>37,076,938.43</u></b>     |
| *** Fund Balance ***                     |                                           |                                 |
| 401-000-276.000                          | Net of Revenues VS Expenditures           | 5,363,915.63                    |
| 401-000-276.000                          | NET ASSETS                                | 61,109,943.21                   |
|                                          | <b>Total Fund Balance</b>                 | <b><u>66,473,858.84</u></b>     |
|                                          | <b>Total Liabilities And Fund Balance</b> | <b><u>\$ 103,550,797.27</u></b> |

## Schedule of Bond Coverage 2026

|                                                                         | FY 2026<br>Adopted Budget | Prior YTD<br>8/31/2025 | YTD<br>8/31/2026    |
|-------------------------------------------------------------------------|---------------------------|------------------------|---------------------|
| <b>Operating Revenue</b>                                                |                           |                        |                     |
| Water Revenues                                                          | \$8,578,713               | \$9,036,047            | \$9,111,605         |
| Waste Water Revenue                                                     | \$3,921,654               | \$3,632,207            | \$3,733,880         |
| Other Services                                                          | \$716,338                 | \$1,070,796            | \$1,198,240         |
| Miscellaneous Revenues                                                  | \$550,000                 | \$1,698,054            | \$1,658,511         |
| <b>Total Operating Revenues</b>                                         | <b>\$13,766,705</b>       | <b>\$15,437,104</b>    | <b>\$15,702,236</b> |
| <b>Operating Expenses</b>                                               |                           |                        |                     |
| Payroll                                                                 | \$3,526,471               | \$2,759,524            | \$2,987,453         |
| Pension                                                                 | \$477,825                 | \$33,188               | \$307,145           |
| Benefits                                                                | \$1,048,591               | \$884,332              | \$933,669           |
| <b>Total Personnel</b>                                                  | <b>\$5,052,887</b>        | <b>\$3,677,044</b>     | <b>\$4,228,267</b>  |
| <b>Total Operating</b>                                                  | <b>\$5,933,083</b>        | <b>\$4,479,598</b>     | <b>\$5,007,064</b>  |
| <b>Total Personnel and Operating Expenses</b>                           | <b>\$10,985,970</b>       | <b>\$8,156,642</b>     | <b>\$9,235,331</b>  |
| <b>Net revenue available for debt service before connection fees</b>    | <b>\$2,780,735</b>        | <b>\$7,280,462</b>     | <b>\$6,466,905</b>  |
| <b>Connection Fees</b>                                                  | <b>\$110,000</b>          | <b>\$635,042</b>       | <b>\$825,436</b>    |
| <b>Net revenue available for debt service including connection fees</b> | <b>\$2,890,735</b>        | <b>\$7,915,504</b>     | <b>\$7,292,341</b>  |
| <b>Scheduled Debt Service</b>                                           | <b>\$1,968,900</b>        | <b>\$1,391,055</b>     | <b>\$1,968,342</b>  |
| <b>Debt service coverage before connection fees</b>                     | <b>1.4</b>                | <b>5.2</b>             | <b>3.3</b>          |
| Minimum required coverage 1.10                                          |                           |                        |                     |
| <b>Debt service coverage including connection fees</b>                  | <b>1.5</b>                | <b>5.7</b>             | <b>3.7</b>          |
| Minimum required coverage 1.20                                          |                           |                        |                     |



## **SOUTH MARTIN REGIONAL UTILITY**

### **AGENDA ITEM 5**

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**To:** Mayor & Town Commission  
**Through:** Robert Garlo – Town Manager  
**From:** Matthew Hammond, PE – SMRU Director  
**CC:** Kimberly Kogos – Town Clerk  
**RE:** ITB 2025-05 SMRU 2026-2027 Bulk Chemical Bids Approval  
**Date:** September 14, 2026

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Department: Water and Wastewater

Prepared by: Matthew Hammond – SMRU Director

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

Contract Title: Bulk Chemical Bids

#### 1. Executive Summary:

SMRU annually solicits bids for bulk chemicals used in water and wastewater treatment. The primary intent is to cost effectively procure the chemicals needed for operation of the various treatment processes and ensure backup providers are available in the event they are needed. The bid tabulation from the solicitation is attached. Each company provided pricing for different chemicals which results in different vendors being recommended to provide different chemicals.

Note: The quote for RO Antiscalant from Solenis was rejected because alternatives for this specialized product are not being considered at this time.

Project was publicly bid on: June 22, 2026

Maximum Not-to-Exceed Value: See table below

Maximum Not-to-Exceed Term: 1 Year

| <b>Vendor</b> | <b>Chemical</b>                                               | <b>Requested<br/>Spending<br/>Authority</b> |
|---------------|---------------------------------------------------------------|---------------------------------------------|
| Brenntag      | Citric Acid                                                   | \$15,000                                    |
| Harcros       | RO Antiscalant, Sodium Tripoly Phosphate, Trisodium Phosphate | \$40,000                                    |
| Hawkins*      | Ortho Polyphosphate                                           | \$75,000                                    |
| Interacid     | Sulfuric Acid                                                 | \$240,000                                   |
| Odyssey       | Sodium Hypochlorite, Caustic Soda                             | \$360,000                                   |
| Polydyne      | Polymer                                                       | \$25,000                                    |
| Univar        | Caustic Soda                                                  | \$165,000                                   |

\*Hawkins is the recommended supplier for ortho polyphosphate as the delivery method offered by Solenis is not compatible with plant operations.

Per Commission direction, all bidders have been notified of the recommendation of award and the Commission meeting date.

2. Fiscal Impact:

Funding is allocated within following General Ledger Line Items in the approved Fiscal Year 2026-27 budget:

- 401-412-534.130: Contract Svcs – Chemical
- 401-413-534.130: Contract Svcs – Chemical

3. Recommended Action:

Staff requests that the Commission accept all bids as presented and authorize spending with each vendor as stated.

**South Martin Regional Utility**  
**2026-2027 Chemical Bids - ITB # 2026-05**

| Chemical                                                 | Delivery/<br>Packaging | Annual<br>Usage | Per<br>Unit         | Bid #1    |           | Bid #2    |          | Bid #3  |         | Bid #4  |         |
|----------------------------------------------------------|------------------------|-----------------|---------------------|-----------|-----------|-----------|----------|---------|---------|---------|---------|
| Citric Acid Anhydrous                                    | Bag                    | 12,000          | Pound               | \$ 1.10   | Brenntag  | \$ 1.34   | Harcros  | \$ 2.28 | Hawkins |         |         |
| ** Ortho Polyphosphate (ClearFlow PT 2536 or equivalent) | On-Site Tank           | 50,000          | Pound               | \$ 0.84   | Solenis   | \$ 1.49   | Hawkins  |         |         |         |         |
| *** Polymer (CLARIFLOC SE -1233 or equivalent)           | 55 gal Drum            | 16,000          | Pound               | \$ 1.25   | Polydyne  | \$ 1.50   | Solenis  |         |         |         |         |
| PWT Titan ASD 200 (RO Antiscant)                         | 55 gal Drum            | 9,500           | Pound               | \$ 1.98   | Harcros   |           |          |         |         |         |         |
| Sodium Hydroxide - 25% Membrane Grade (Caustic Soda)     | On-Site Tank           | 135,000         | Pound AND<br>Gallon | \$ 1.22   | Univar    | \$ 1.27   | Brenntag | \$ 1.43 | Odyssey | \$ 1.48 | Harcros |
| Sodium Hypochlorite - 12% (Bleach)                       | On-Site Tank           | 185,000         | Gallon              | \$ 1.78   | Odyssey   | \$ 1.85   | Brenntag |         |         |         |         |
| Sodium Tripoly Phosphate (STPP)                          | Bag                    | 4,000           | Pound               | \$ 2.19   | Harcros   | \$ 2.82   | Univar   |         |         |         |         |
| Sulfuric Acid (93%)                                      | On-Site Tank           | 575             | Short Ton           | \$ 409.00 | Interacid | \$ 522.00 | Shrieve  |         |         |         |         |
| Trisodium Phosphate (TSP)                                | Bag                    | 6,000           | Pound               | \$ 1.45   | Harcros   | \$ 2.43   | Hawkins  | \$ 2.52 | Univar  |         |         |

**Sulfuric Acid Delivery Fee Tabulation**

|               | Interacid    | Shrieve      |      |
|---------------|--------------|--------------|------|
| Delivery Fees | \$ 160.00    | \$ 150.00    | \$ - |
| 22 per Year   | \$ 3,520.00  | \$ 3,300.00  | \$ - |
| Product Cost  | \$235,175.00 | \$300,150.00 | \$ - |
| Total Cost    | \$238,695.00 | \$303,600.00 | \$ - |



## **SOUTH MARTIN REGIONAL UTILITY**

### **AGENDA ITEM 6**

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**To:** Mayor & Town Commission  
**Through:** Robert Garlo – Town Manager  
**CC:** Kimberly Kogos – Town Clerk  
**From:** Matthew Hammond, PE – SMRU Director  
**RE:** Piggyback Agreement - Baker Underground Contractors LLC  
**Date:** September 14, 2026

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Division: Infrastructure

Prepared by: Matthew Hammond – SMRU Director

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

Contract Title: Grinder Station Installation & Septic Conversion Services

1. Executive Summary:

This contract secures the services of a qualified utility contractor for the installation of sanitary sewer grinder pump stations and abandonment of septic tanks. The primary intent is for the conversion of private septic systems to SMRU public sewer within the approved septic-to-sewer areas.

Vendor: Baker Underground Contractors LLC

Piggyback Entity: Martin County

Maximum Not-to-Exceed Value: N/A

Maximum Not-to-Exceed Term: 3 years (plus 2 additional 1-year renewal options)

The contract is a standard form of Agreement approved by the SMRU Attorney which allows for termination for cause or convenience at any time. No services will be performed or costs incurred without a Work Authorization.

2. Fiscal Impact:

Funding is allocated within following General Ledger Line Items in the approved Fiscal Year 2026-27 budget:

- 402-413-564.146

3. Recommended Action:

Staff requests that the Commission approve the piggyback agreement with Baker Underground Contractors LLC, with the same pricing as provided in the Martin County contract for a term of 3 years (plus 2 additional 1-year renewal options) and authorize the Mayor to sign the agreement.

**AGREEMENT**  
**FOR**  
**GRINDER STATION INSTALLATION & SEPTIC CONVERSION 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 “**Town**”), with an office located at 2 Bridge Road, Hobe Sound, Florida 33455, and Baker Underground Contractors, LLC, a Florida limited liability company (the “**Contractor**”), with its principal address at 7432 Laurels Place, Port St. Lucie, FL 34986.

**WITNESSETH:**

**WHEREAS**, Martin County, Florida (the “**County**”) accepted Contractor’s re-bid proposal attached as Exhibit C to the Contract (as defined below) (the “**Contractor’s Bid**”), for Grinder Station Installation & Septic Conversion Services (the “**Services**”) submitted in response to County Request for Bids RFB2024-3586, Grinder Station Installation & Septic Conversion, pursuant to a competitive public bidding process by the County (the “**RFB**”), and entered into the Agreement Between County and Contractor for Construction Services, effective May 14, 2024 (the “**Contract**”), and

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

**WHEREAS**, the Town desires to obtain Services; and

**WHEREAS**, as the Services involved in the Contract Documents with Contractor are substantially the same as the Services desired by the Town, the Town elects to utilize the competitively bid contract process administered by the County in the RFB, and the Town 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 Services to the Town in accordance with the terms of this Agreement.

## II. AMENDMENTS

The RFB 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 “Martin County” or “County” or “Town” as the contracting party”, replace it with “Town of Jupiter Island, Florida” or “Town”. 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 the Town’s South Martin Regional Utility (“SMRU”) service locations in Martin County. Where provisions of the Contract refer to the Board of County Commissioners, it shall refer to the Town’s SMRU Board. Where provisions of the Contract refer to the County Administrator, it shall refer to the Town Manager. Where provisions of the Contract refer to the Project Manager, it shall refer to the SMRU Utility Director or his designee. Where provisions of the Contract refer to the Martin County Utilities Operations, it shall refer to the Town’s SMRU Operations. Where provisions of the contract provides for the County to provide the contractor the “grinder station basin, pump with leads, and station controller for pickup at the Martin County Utilities & Solid Waste Department warehouse, is shall refer to the SMRU wastewater treatment plant.

2. Term. The term of this Agreement will commence on execution of this Agreement by the Town (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 1 to this Agreement. These unit prices will be applicable during the term of this Agreement and are subject to adjustment for any renewal terms upon agreement of the parties.

4. Service Orders.  
A. No Services deliveries under this Agreement will be authorized upon execution of the Agreement. The Town 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 the Town 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  
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 Town and Contractor specifying the email addresses, and if so agreed, the email must request a receipt acknowledgment, 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 Town:

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:

Baker Underground Contractors, LLC  
7432 Laurels Place  
Port St. Lucie, FL 34986  
Email: john@bakerunderground.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 the Town 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/Assignment. The Town 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. Contractor may not assign this Agreement without the prior written consent of the Town. If at any time during the term of this Agreement, as extended, Contractor fails to be in good standing with the Florida Division of Corporations, the Town shall be relieved of its obligations under this Agreement until Contractor becomes in good standing with the Florida Division of Corporations.

14. Allotment of Service Requests/Service Orders to Contractor. The Town, through its designated representative, will, in its sole discretion, issue Service Orders to Contractor as deemed in the best interests of the Town. The Agreement in no way guarantees any future Service Orders. The Town retains the right to utilize other contractors or otherwise bid and execute procurements. Contractor will have no right to appeal or challenge the Town'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 the Town. 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, the Town 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 the Town 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 the Town upon the Town'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 the Town upon the Town's request. Contractor agrees that its violation of this section will be grounds for the unilateral termination of the contract by the Town, which termination is not a breach of contract.

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 the Town 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 Town to perform the services; (2) Upon request of the Town's custodian of public records, provide the Town 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 Town; (4) Upon competition of this Contract, transfer to the Town, 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 Town 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 Town upon request from the Town's custodian of public records, in a format that is compatible with the information technology systems of the Town.

**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 TOWN'S CUSTODIAN OF PUBLIC RECORDS, AT:**

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

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

Authentication

**THE TOWN OF JUPITER ISLAND**

\_\_\_\_\_  
Town Clerk  
  
(TOWN SEAL)

By: \_\_\_\_\_  
Ann Scott  
Its Mayor  
Date: \_\_\_\_\_

**BAKER UNDERGROUND  
CONTRACTORS, LLC.**

By: John L Baker  
Name: **John L Baker**  
Its: Authorized Representative

# EXHIBIT 1 UNIT PRICES FOR SERVICES

EXHIBIT 1  
RF82024-3586  
GRINDER STATION INSTALLATION SEPTIC CONVERSION (RE-BID)  
(REVISED - PRICE MATCH)

| ITEM # | DESCRIPTION                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | EST QTY | UNIT | UNIT PRICE | TOTAL           |
|--------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------|------|------------|-----------------|
| 1      | Existing Home Conversion - Grinder System Install                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | 500     | Each | 2,250.00   | \$ 1,125,000.00 |
| 2      | New Home - Grinder System Install and Start up                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | 100     | Each | 2,100.00   | \$ 210,000.00   |
| 3      | 1-1/4" HDPE DR-11 IPS Force Main over 75 feet                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | 1,000   | Feet | 10.00      | \$ 10,000.00    |
| 4      | Additional 4" Sch 40 PVC Gravity Sewer over 20 feet                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | 500     | Feet | 12.00      | \$ 6,000.00     |
| 5      | Additional Septic Tank Pump Outs                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | 50      | Each | 300.00     | \$ 15,000.00    |
| 6      | Additional Septic Tank/ Dosing Tank Abandonments                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | 100     | Each | 475.00     | \$ 47,500.00    |
| 7      | Directional Drill 1-1/4" HDPE DR-11 IPS Force Main                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | 1,000   | Feet | 20.00      | \$ 20,000.00    |
| 8      | 4" Sch 40 PVC Sleeve Missile Bore                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | 600     | Feet | 20.00      | \$ 12,000.00    |
| 9      | 6" Sch 40 PVC Sleeve Missile Bore                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | 200     | Feet | 25.00      | \$ 5,000.00     |
| 10     | Short Sewer Tap                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | 1       | Each | 985.00     | \$ 985.00       |
| 11     | Bore force main under road per SMRU specs and tap 2-4" low pressure mains and install S.S. GV/CV combo or CV and ball valve combo unit in 11x17" service box at property line for each address provided. Any additional work to scope of work will be discussed and charged accordingly. SMRU to provide 11x17" service box with S.S. GV/CV or CV and ball valve combo unit. Baker Underground to provide fusion fittings. Price of \$2400 is for the first initial installation and mobilization and then will be \$1975 for any additional completed same day. | 1       | Each | 2,400.00   | \$ 2,400.00     |



## **SOUTH MARTIN REGIONAL UTILITY**

### **AGENDA ITEM 7**

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**To:** Mayor & Town Commission  
**Through:** Robert Garlo – Town Manager  
**From:** Matthew Hammond – Director  
**CC:** Kimberly Kogos – Town Clerk  
**RE:** Acceptance of Revised Pricing & Spending Authorization –  
Ferguson Enterprises  
**Date:** September 14, 2026

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Department: Multiple

Prepared by: Matthew Hammond – SMRU Director

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

#### Executive Summary:

South Martin Regional Utility entered into a three-year sole-source agreement with Ferguson Enterprises, LLC, on September 19, 2025, for the purchase and delivery of Neptune water meters. The pricing terms within the Agreement are updated annually. Revised pricing terms for Fiscal Year 2026-27 were provided by Ferguson and are attached. Staff has reviewed the updated pricing and found the increases, where applied, to be reasonable and consistent with industry escalation.

Additionally, spending approval of \$88,000.00 is requested for Fiscal Year 2026-27 for the purchase of Neptune water meters for replacements and new installations (\$75,000) as well as annual meter-reading software services (\$13,000).

#### Fiscal Impact:

Funding is allocated within following General Ledger Line Items in the approved Fiscal Year 2026-27 budget:

- 401-000-141.001: Meters
- 401-415-534.116: Software

#### Recommended Action:

Staff requests that the SMRU board approve the revised pricing and approve spending authorization with Ferguson Enterprises in the amount of \$88,000.00 for the purchase of Neptune water meters and software services.



**South Martin Regional Utility**  
**PRICE SHEET TERM: 10/16/26 - 10/15/27**

| <u>Item Number</u> | <u>Description</u>                                                                                                             | <u>Unit Price</u> |
|--------------------|--------------------------------------------------------------------------------------------------------------------------------|-------------------|
| 1                  | Any Size/Model Pit E-Coder-ProCoder R900i V4 Gallon Register                                                                   | \$ 207.60         |
| 2                  | Any Size/Model Pit E-Coder-ProCoder R900i <b>V5 LoRaWAN</b> Gallon Register w/external Pit Lid Antenna                         | \$ 207.60         |
| 3                  | Any Size/Model Pit E-Coder-ProCoder R900i <b>Mulit Carrier Cellular AMI</b> Gallon Register w/external Pit Lid Antenna         | \$ 274.00         |
| 4                  | 5/8"x3/4" T10 Water Meter W/R900i V4 Pit Gallon Register                                                                       | \$ 239.50         |
| 5                  | 1" T10 Water Meter W/R900i V4 Pit Gallon Register                                                                              | \$ 378.30         |
| 6                  | 1-1/2" T10 Water Meter W/R900i V4 Pit Gallon Register                                                                          | \$ 736.40         |
| 7                  | 2" T10 Water Meter W/R900i V4 Pit Gallon Register                                                                              | \$ 893.00         |
| 8                  | 5/8"x3/4" T10 Water Meter W/R900i <b>V5 LoRaWAN</b> Gallon Register w/external Pit Lid Antenna                                 | \$ 268.00         |
| 9                  | 1" T10 Water Meter W/R900i <b>V5 LoRaWAN</b> Gallon Register w/external Pit Lid Antenna                                        | \$ 404.00         |
| 10                 | 1-1/2" T10 Water Meter W/R900i <b>V5 LoRaWAN</b> Gallon Register w/external Pit Lid Antenna                                    | \$ 873.30         |
| 11                 | 2" T10 Water Meter W/R900i <b>V5 LoRaWAN</b> Gallon Register w/external Pit Lid Antenna                                        | \$ 1,012.60       |
| 12                 | 5/8"x3/4" T10 Water Meter W/R900i <b>Mulit Carrier Cellular AMI</b> Gallon Register w/external Pit Lid Antenna                 | \$ 327.30         |
| 13                 | 1" T10 Water Meter W/R900i <b>Mulit Carrier Cellular AMI</b> Gallon Register w/external Pit Lid Antenna                        | \$ 457.10         |
| 14                 | 1-1/2" T10 Water Meter W/R900i <b>Mulit Carrier Cellular AMI</b> Gallon Register w/external Pit Lid Antenna                    | \$ 873.30         |
| 15                 | 2" T10 Water Meter W/R900i <b>Mulit Carrier Cellular AMI</b> Gallon Register w/external Pit Lid Antenna                        | \$ 1,012.60       |
| 16                 | 5/8"x3/4" Mach 10 Meter W/Integrated R900i V4 Register                                                                         | \$ 342.70         |
| 17                 | 1" Mach 10 Meter W/Integrated R900i V4 Register                                                                                | \$ 405.00         |
| 18                 | 1-1/2" Mach 10 Meter W/Integrated R900i V4 Register                                                                            | \$ 905.90         |
| 19                 | 2" Mach 10 Meter W/Integrated R900i V4 Register                                                                                | \$ 1,058.10       |
| 20                 | 3" Mach 10 Meter W/Integrated R900i V4 Register (12" or 17" LL)                                                                | \$ 3,438.30       |
| 21                 | 4" Mach 10 Meter W/Integrated R900i V4 Register (14" or 20" LL)                                                                | \$ 4,248.20       |
| 22                 | 6" Mach 10 Meter W/Integrated R900i V4 Register (18" or 24" LL)                                                                | \$ 7,275.85       |
| 23                 | 8" Mach 10 Meter W/Integrated R900i V4 Register                                                                                | \$11,226.00       |
| 24                 | 10" Mach 10 Meter W/Integrated R900i V4 Register                                                                               | \$13,970.75       |
| 25                 | 5/8"x3/4" Mach 10 Meter W/Integrated R900i <b>V5 LoRaWAN</b> Gallon Register w/external Pit Lid Antenna                        | \$ 342.70         |
| 26                 | 1" Mach 10 Meter W/Integrated R900i <b>V5 LoRaWAN</b> Gallon Register w/external Pit Lid Antenna                               | \$ 405.00         |
| 27                 | 1-1/2" Mach 10 Meter W/Integrated R900i <b>V5 LoRaWAN</b> Gallon Register w/external Pit Lid Antenna                           | \$ 905.90         |
| 28                 | 2" Mach 10 Meter W/Integrated R900i <b>V5 LoRaWAN</b> Gallon Register w/external Pit Lid Antenna                               | \$ 1,058.10       |
| 29                 | 3" Mach 10 Meter W/ Wire Only – 12" or 17" LL                                                                                  | \$ 3,223.00       |
| 30                 | 4" Mach 10 Meter W/ Wire Only – 14" or 20" LL                                                                                  | \$ 4,143.00       |
| 31                 | 6" Mach 10 Meter W/ Wire Only – 18" or 24" LL                                                                                  | \$ 7,060.50       |
| 32                 | 8" Mach 10 Meter W/ Wire Only                                                                                                  | \$11,010.30       |
| 33                 | 10" Mach 10 Meter W/ Wire Only                                                                                                 | \$13,755.40       |
| 34                 | 13341-210 V4 R900 Wall Endpoint 6' of wire                                                                                     | \$ 155.30         |
| 35                 | 13442-200 V4 R900 Pit Endpoint 6' of wire and 2' pit antenna                                                                   | \$ 174.00         |
| 36                 | 13749-200 V4 R900 External Pit Lid Antenna 6' cable <b>ONLY</b>                                                                | \$ 35.00          |
| 37                 | 16137-210 <b>V5 LoRaWAN R900</b> Wall Endpoint 6' of wire                                                                      | \$ 179.00         |
| 38                 | 16163-200 <b>V5 LoRaWAN R900</b> Pit Endpoint 6' of wire and 2' pit antenna                                                    | \$ 201.00         |
| 39                 | 15375-210 <b>Multi Carrier R900 Cellular AMI</b> Wall Endpoint 6' of wire                                                      | \$ 167.00         |
| 40                 | 15371-200 <b>Multi Carrier R900 Cellular AMI</b> Pit Endpoint 6' of wire and 2' pit antenna                                    | \$ 196.00         |
| 41                 | 14099-106 <b>Neptune 360 SaaS Platform (AMR) Annual Subscription - Per Meter/Per Year</b><br>Connected Endpoints 10,001-20,000 | \$ 1.01           |

|    |           |                                                                                                            |             |
|----|-----------|------------------------------------------------------------------------------------------------------------|-------------|
| 42 | 14099-116 | Neptune 360 SaaS Platform (AMI) Annual Subscription - <b>Per Meter/Per Year</b>                            |             |
|    |           | Connected Endpoints 10,001-20,000                                                                          | \$ 2.38     |
| 43 | 13980-806 | Neptune 360 SaaS Platform+Multi Carrier Cellular Data Plan Annual Subscription - <b>Per Meter/Per Year</b> |             |
|    |           | Connected Endpoints 10,001-20,000                                                                          | \$ 8.15     |
| 44 | 14099-306 | Neptune MY360 Consumer Portal Annual Subscription - <b>Based on Total Number of Services</b>               |             |
|    |           | Service Connections 10,001 - 20,000                                                                        | \$15,500.00 |
| 45 | 14099-203 | Neptune MY360 Set-Up Fee                                                                                   | \$ 4,550.00 |
| 46 | 14009-204 | Neptune MY360 Single-Sign-On Integration (Optional - Must confirm with Billing CIS Compatibility)          | \$ 7,571.00 |
| 47 | 14009-205 | Neptune MY360 Single-Sign-On Annual Support Fee (Optional - Must confirm with Billing CIS Compatibility)   | \$ 2,280.00 |
| 48 | 14099-201 | Neptune MY360 Remote Training                                                                              | \$ 2,280.00 |
| 49 | 14099-206 | Neptune MY360 Custom Integration (Per/Hour) Optional - only if Custom Integration is needed                | \$ 591.00   |

**Pricing Term: 10/16/26 - 10/15/27**

**Ferguson Waterworks**  
**Intelligent Utility Solutions**  
**4510 Prosperity Drive**  
**Fort Pierce, FL 34981**

**Contact: Ben Jacobs - Utility Solutions Specialist**  
**Cell Phone: 561-386-8541**  
**Email: benjamin.jacobs@ferguson.com**  
**Ben Jacobs**



August 11, 2026

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

Dear Ms. Fahrer,

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

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

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

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

Thank you in advance for your cooperation.

Sincerely,

*Matt Finch*

Matthew Finch  
Territory Manager  
Neptune Technology Group, Inc.



## **SOUTH MARTIN REGIONAL UTILITY**

### **AGENDA ITEM 8**

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**To:** Mayor & Town Commission  
**Through:** Robert Garlo – Town Manager  
**From:** Mathew Hammond, PE – SMRU Director  
**CC:** Kimberly Kogos – Town Clerk  
**RE:** Contract Renewal – Electrical & Mechanical Maintenance, Inc.  
**Date:** September 14, 2026

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Department: Multiple

Prepared by: Matthew Hammond – SMRU Director

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

Contract Title: Electric Motor, Pump, and Blower Repair Services

#### 1. Executive Summary:

This first contract renewal is for electric motor, pump, and blower repair services by SMRU's existing vendor, Electrical & Mechanical Maintenance, Inc. (fka Mader Electric). The primary intent of the contract is for the cost-effective overhaul and rebuild of SMRU electric motors, pumps, and blowers to factory standards.

Vendor: Electrical & Mechanical Maintenance, Inc. (fka Mader Electric)

Maximum Not-to-Exceed Value: N/A

Maximum Not-to-Exceed Term: 3 years (plus 2 additional 1-year renewal options)

Exercised Renewal Option: 1<sup>st</sup> of two 1-year renewal options

New Contract Expiration: September 17, 2027

The renewal agreement is a standard form of Agreement approved by the SMRU Attorney which allows for termination for cause or convenience at any time. No services will be performed or costs incurred without a Work Authorization.

#### 2. Fiscal Impact:

Funding is allocated within the following General Ledger Line Items in the Fiscal Year 2026-27 budget:

- 401-412-546.105: Repair/Maintenance – Water
- 401-413-546.106: Repair/Maintenance – Wastewater
- 401-413-546.107: Repair/Maintenance – Infrastructure
- Fund 403 Renewal & Replacement

3. Recommended Action:

Staff requests that the SMRU Board approve the renewal agreement with Electrical & Mechanical Maintenance, Inc., through September 17, 2027, and authorize the Mayor to sign the agreement.

**RENEWAL AGREEMENT  
FOR  
ELECTRIC MOTOR, PUMP, AND BLOWER REPAIR SERVICES**

**THIS RENEWAL AGREEMENT** (“Renewal Agreement”) made as of the Effective Date, defined below, by and between the Town of Jupiter Island, Florida, a political subdivision of the State of Florida (“Owner”), with an office located at 2 Bridge Road, Hobe Sound, Florida 33455, and Electrical & Mechanical Maintenance, Inc. a Florida corporation (“Contractor”), with its principal address at 4939 Cross Bayou Boulevard, New Port Richey, FL 34652, successor by merger to Mader Electric, Inc.

WHEREAS, Owner and Contractor entered into a Contract for Electric Motor, Pump and Blower Repair Services, dated September 18, 2023 (“Agreement”); and desire to enter into the first of three (3), one (1) year renewal terms.

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

1. Definitions set forth in the Agreement shall apply to this Renewal Agreement.
2. The Term of the Agreement is extended from September 18, 2026, through September 17, 2027.
3. The Agreement is amended to incorporate the following provisions:
  - a) Scrutinized Companies List. Pursuant to Section 787.135, Florida Statutes, Contractor represents that it is not on the Scrutinized Companies that Boycott Israel List, maintained by the State of Florida, and is not engaged in a boycott of Israel. Additionally, if the Agreement Price is \$1,000,000 or more, Contractor represents that neither Contractor nor its principals or owners are listed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engages in business activities in Sudan or Cuba. Violations of this section may result in termination of the Agreement and recovery of all monies paid to Contractor under the Agreement.
  - b) Federal Labor/Employment Laws. In accordance with Section 255.20, Florida Statutes, Contractor represents that it has not been found guilty by a court of any violation of federal labor or employment tax laws regarding the subjects such as safety, tax withholding, workers’ compensation, reemployment assistance of unemployment tax, social security and Medicare tax, wage or hour, or prevailing rate laws with the past five (5) years.
  - c) Prohibited Persons. Neither Contractor nor any of its respective officers, directors, shareholders, partners, members or affiliates (including without limitation indirect holders of equity interests in Contractor) is or will be an entity or person(i) that is lists in the Annex t, or is otherwise subject to the provisions of Executive Order 13224 issued on September 24, 2001 (“EO13224”), (ii) whose name appears on the United States Treasury Department’s Office of Foreign Assets Control (“OFAC”) most current list of “Specifically Designated National and Blocked Persons” (which list may be published from time to time in various mediums including, but not limited to, the OFAC website, <http://www.treas.gov/offices/enforcement/ofac/sdn/t11sdn.pdf>), (iii) who commits, threatens to commit or supports “terrorism”, as that term is defined in EO13224, (iv) is subject to sanction of the United States Government or is in violation of any federal, state, municipal or local laws, statutes, codes, ordinances, orders, decrees, rules or regulations relating to terrorism or money laundering, including, without limitation, EO13224, or

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

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

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

5. **PUBLIC RECORDS LAW.** Contractor shall comply with Chapter 119, Florida Statutes, regarding public records. Contractor shall keep and maintain all documents, records, correspondence, computer files, emails, and/or reports prepared in order to perform the work under this Agreement. A request to inspect or copy public records relating to this Agreement must be made directly to Owner. If Owner does not possess the requested records, Owner shall immediately notify the Contractor of the request, and the Contractor shall provide the records to Owner or allow the records to be inspected or copied within a reasonable time at the cost that would not exceed the cost allowed by law. All records stored electronically must be provided to Owner, upon request, in a format that is compatible with the information technology systems of Owner. Upon completion of the agreement, Contractor shall transfer, at no cost, to Owner all public records in possession of Contractor or Contractor shall keep and maintain all public records. If Contractor keeps and maintains public records upon completion of the Agreement, the Contractor shall meet all applicable requirements for retaining public records. If Contractor transfers all public records to Owner upon completion of the Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. Contractor shall ensure that public records that are exempt or confidential and exempt from public records disclosure are not disclosed. Records that are exempt or confidential and exempt from public records disclosure requirements may include plans, drawings and records related to the physical security of Owner buildings or security systems and shall not be disclosed by Contractor, except as authorized by law and specifically authorized by City. If Contractor does not transfer the records to the public agency upon completion of the Agreement, Contractor shall ensure that exempt and confidential records are not disclosed. Failure of the Contractor to provide public records to Owner within a reasonable time or allowable cost may be subject to penalties under Sec. 119.10, Fla. Stat., and may be cause for termination of the Agreement by Owner, in addition to any other remedies available under the Agreement or by law.

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

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

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

Authentication

**The Town of Jupiter Island, Florida**

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

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

Ann Scott

Its Mayor

(TOWN SEAL)

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

**Electrical and Mechanical Maintenance, Inc.**

By: Paul Rademaker  
Paul Rademaker - VP Business Development  
Its Authorized Representative



## **SOUTH MARTIN REGIONAL UTILITY**

### **AGENDA ITEM 9**

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**To:** Mayor & Town Commission  
**Through:** Robert Garlo – Town Manager  
**From:** Matthew Hammond, PE – SMRU Director  
**CC:** Kimberly Kogos – Town Clerk  
**RE:** Single Source Spending Approval – Badger Meter (fka Data Flow Systems)  
**Date:** September 14, 2026

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Department: Infrastructure

Prepared by: Matthew Hammond – SMRU Director

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

#### Executive Summary:

South Martin Regional Utility owns and operates over 100 wastewater lift stations throughout its service area. To standardize operations across facilities, minimize redundant spare parts, and simplify maintenance, SMRU has standardized on Data Flow Systems, now owned by Badger Meter, for lift station telemetry systems.

In the approved Fiscal Year 2026-27 budget, funding was included for scheduled and as-needed lift station telemetry purchases. Single source spending approval of \$60,000.00 is requested during Fiscal Year 2026-27 for these necessary scheduled and as-needed purchases.

#### Fiscal Impact:

Funding is allocated within the following General Ledger Line Items in the Fiscal Year 2026-27 budget:

- 403-413-564.114: Lift Station Upgrades

#### Recommendation Action:

Staff requests that the SMRU board approve single source spending authorization with Badger Meter in the amount of \$60,000.00 for the purchase of lift station telemetry systems and components.

# TOWN OF JUPITER ISLAND/SMRU

## SINGLE SOURCE MEMORANDUM

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TO : Robert Garlo – Town Manager 

FROM : Matthew Hammond – SMRU Director 

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

VENDOR : Badger Meter

GOOD/SERVICE : Lift Station Telemetry

DATE REQUESTED : 8/31/2026

EST FY EXPENDITURE: \$60,000

VALID FISCAL YEAR : **2026-2027**

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### Explanation:

South Martin Regional Utility (SMRU) owns and operates more than 100 wastewater lift stations throughout its service area. Many of these lift stations are equipped with remote telemetry systems that provide operational staff with real-time reporting on lift station conditions, allowing issues to be identified and resolved before they become catastrophic events. For nearly 20 years, SMRU has standardized on Data Flow Systems, which is provided exclusively through Badger Meter, for its lift station telemetry systems and services.

In accordance with the *Accounting & Financial Policies and Procedures Manual*, Badger Meter is requested as the Single-Source provider of lift station telemetry equipment and services during Fiscal Year 2026-27.



July 1, 2026

This letter confirms that Badger Meter, Inc. ("Badger Meter") is the sole creator, manufacturer, and marketer of a group of systems and products making up the Data Flow family of products, including the TAC II SCADA System, as well as Remote Terminal Units (RTUs), Telemetry Control Units (TCUs), Hyper SCADA Server (HSS), HyperTAC SCADA Software, and the Symphony Pump & Flow Management® technology. Badger Meter is also the sole source provider for all associated support, repairs, service, and training for each of these solutions.

Badger Meter has nine issued patents globally in its Data Flow product family, including patents governing wastewater collection flow management and techniques, fluid flow management system and associated methods, fluid flow management through a wastewater level manipulation system and associated methods, liquid level determination system and association methods, liquid level determination system, valve malfunctioning detection system for a vacuum sewer and associated methods, Modbus simulation system and associated transfer methods, and liquid-resistant control systems enclosure.

Further, the Data Flow product family is designed and manufactured to provide users with unique qualities and functions for remote monitoring and control for water, wastewater, and stormwater utilities.

Users acquire trend data via the patented and proprietary HT4® software tool which issues "Alarms" and "Alerts" that monitor specific operational parameters. All notifications provide information and resources enabling effective, informed decision-making for corrective or preemptive action. The patented HT4 Mobile® app is designed to have access to the software from the plant, field or office.

The patented Symphony Pump & Flow Management® technology coordinates the system-wide operation of sewer lift stations for the purpose of reducing force main pressures and equalizing flow into a wastewater treatment plant, which enables the ability to significantly reduce energy costs and provide a solution to daily peak-flow issues

Among its portfolio, the Data Flow products are protected by the following US Patents: 8,594,851; 8,600,568; 8,983,667; 9,556,040; 8,340,929; 8,521,452; 8,228,190; 8,260,872 and 9,200,466. We hope this information will satisfy your requirements and that it clearly demonstrates the special, patented, unique and proprietary features of our systems.

Sincerely,

Kim K. Stoll  
Vice President – Customer Support and  
General Manager – SmartCover