St. Lucie West Services District

Board of Supervisors' Regular Board Meeting & Public Hearing October 6, 2026 9:00 A.M.

AGENDA
ST. LUCIE WEST SERVICES DISTRICT
BOARD OF SUPERVISORS'
REGULAR BOARD MEETING & PUBLIC HEARING
October 6, 2026
9:00 a.m.
450 SW Utility Drive
Port St. Lucie, Florida 34986
CALL IN 1-800-743-4099 PARTICIPANT CODE 11180629

A. Call to Order

B. Pledge of Allegiance

C. Roll Call

D. Approval of Minutes

1. August 31, 2026, Workshop
2. September 1, 2026, Regular Board Meeting

E. Public Comment

F. Public Hearing 1

1. **Call to Order**
2. **Roll Call**
3. **Receive Public Comments** on Amending Chapter III of the Rules of the St. Lucie West Services District Relating to Water, Sewer, and Irrigation Utility System Regulations, Rates, Fees, Charges, and Operating Policies for Utility Services; Revising and Clarifying Various Provisions and Adopting New Provisions Relating to Consumer Meter Tampering and FOG Management
4. **PH 1 –** Consider Resolution No. 2026-06 – Amending Chapter III of the Rules of the St. Lucie West Services District Relating to Water, Sewer, and Irrigation Utility System Regulations, Rates, Fees, Charges, and Operating Policies for Utility Services; Revising and Clarifying Various Provisions and Adopting New Provisions Relating to Consumer Meter Tampering and FOG Management
5. **Close the Public Hearing**

G. District Attorney

DA 1 – Status Report/Updates

H. District Engineer

DE 1 – Status Report/Updates

I. District Manager

Action Items

DM 1 – Reserve CDD Incorporation Status Update

DM 2 – Consider Approval of Purchase of a Replacement Wastewater Treatment Plant Influent Bar Screen System from Heyward Florida Inc.

DM 3 – Consider Approval of Piggyback Agreement with Quick Painting Group Corp.

DM 4 – Other Items

J. Consent Agenda

CA 1 – Public Works Monthly Reports

CA 2 – Monthly Report on Utilities Operations

CA 3 – Monthly Report on Ongoing & Capital Improvement Projects

CA 4 – Monthly Reports on Billing and Customer Service

CA 5 – Public Information Officer Monthly Report

CA 6 – Financial Statements for August 2026

CA 7 – Transfer Funds for the R&R & UC Account

K. Supervisors' Requests

L. Adjournment

St. Lucie West Services District
Workshop Meeting
August 31, 2026, at 9:00 a.m.

(Please note: These minutes are not verbatim. A CD recording of the Workshop Meeting is available on file.)

Board Members Present

Dominick Graci – Chairman – in-person
Gregg Ney – Vice Chairman – in-person
Jack Doughney – Secretary – in-person
Diane Haseltine – Supervisor – in-person
Kevin Dolan – Supervisor – in-person

Staff Present

Josh Miller, District Manager, St. Lucie West Services District ("SLWSD" or "SLW") – in-person
Gerard Rouse, Public Works Director/Assistant District Manager, SLWSD – in-person
Searg Davidian, Assistant Public Works Director – SLWSD – in-person
Michael Faurot, Inspector, SLWSD – in-person
Andy Bomjardim – Public Information Officer, SLWSD – in-person
Maddie Maldonado – Director of Office Administration, SLWSD – in-person
Jason Pierman, Administrative Manager, Special District Services, Inc. (SDS)
Laura Archer, Recording Secretary, SDS – via phone
Stephanie Brown, SDS – in-person

Also present were Chuck Henry of the Reserve CDD; District resident Deane Piekara; and Donna Rhoden from the City of Port St. Lucie.

Guests Present (Sign-In Sheet Attached)

A. Call to Order

The Workshop Meeting was called to order at 9:00 a.m.

B. Pledge of Allegiance

C. Roll Call

It was noted that all 5 Supervisors were present.

D. Approval of Minutes
1. **August 3, 2026, Workshop**
2. **August 4, 2026, Regular Board Meeting**

Vice Chairman Ney referred to Page 2 of the Workshop minutes, first paragraph, second sentence and asked that it read as follows: Vice Chairman Ney responded by stating that he wanted to see the actual amounts saved reflected in the current budget.

There was no further discussion regarding either set of minutes.

E. Public Comment

Mr. Piekara noted that the bus turnaround was looking great as well as the new fountain in front of the Administrative Building.

Mr. Piekara then referred to Page 49 of the meeting booklet, indicating that the document seemed to be missing pages. Mr. Miller acknowledged the missing pages noting that if all the pages had been included, the meeting booklet would have been over 300 pages longs. He further noted that the entire document was available, should anyone want to read it.

That concluded public comment.

F. Public Hearing 1

1. Call to Order

2. Roll Call

3. Receive Public Comment on Fiscal Year Ending September 30, 2027 for the District; Providing Authority for the District Manager to Expend Funds on Behalf of the District.

- **Consider Resolution No. 2026-02 – Adopting Budgets for Fiscal Year 2027**

Resolution No. 2026-02 was presented, entitled:

RESOLUTION NO. 2026-02

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE ST. LUCIE WEST SERVICES DISTRICT ADOPTING THE BUDGETS FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2027, FOR THE DISTRICT; PROVIDING AUTHORITY FOR THE DISTRICT MANAGER TO EXPEND FUNDS ON BEHALF OF THE DISTRICT; PROVIDING AN EFFECTIVE DATE.

Supervisor Haseltine referred to Page 19 of the meeting booklet, Section II, Item (H): “The District Treasurer shall notify the Board when he determines…” She asked that references be gender-neutral: “he” be changed to “he/she” or “they.”

Mr. Pierman acknowledged her request.

There was no further discussion regarding Resolution No. 2026-06.

G. Public Hearing 2

1. Call to Order

2. Roll Call

3. Receive Public Comment on Levying a Non-Ad Valorem Assessment for Water Management Bonds, Operations and Maintenance Costs within the St. Lucie West Services District for the Period October 1, 2026, through September 30, 2027.

- **Consider Resolution No. 2026-03 – Levying a Non-Ad Valorem Assessment for Water Management Bonds, Operations and Maintenance Costs within the St. Lucie West Services District for the Period October 1, 2026, through September 30, 2027.**

Resolution No. 2026-03 was presented, entitled:

RESOLUTION NO. 2026-03

LEVYING A NON-AD VALOREM ASSESSMENT FOR WATER MANAGEMENT BONDS, AND OPERATIONS AND MAINTENANCE COSTS, WITHIN THE ST. LUCIE WEST SERVICES DISTRICT FOR THE PERIOD OCTOBER 1, 2026, THROUGH SEPTEMBER 30, 2027.

Chairman Graci presented the resolution and asked if the Board had any questions. There were no questions related to Resolution No. 2026-03.

H. Public Hearing 3

1. Call to Order

2. Roll Call

3. Receive Public Comment on Amending Chapter III of the Rules of the St. Lucie West Services District Relating to Water, Wastewater and Irrigation Water System Regulations, Rates, Fees and Charges and Operating Policies for Utility Services; Revising Schedules A and D to provide for Annual Rate Adjustments.

- **Consider Resolution No. 2026-04 – Amending Chapter III of the Rules of the St. Lucie West Services District Relating to Water, Wastewater and Irrigation Water System Regulations, Rates, Fees and Charges and Operating Policies for Utility Services; Revising Schedules A and D to provide for Annual Rate Adjustments**

Resolution No. 2026-04 was presented, entitled:

RESOLUTION NO. 2026-04

A RESOLUTION AMENDING CHAPTER III OF THE RULES OF THE ST. LUCIE WEST SERVICES DISTRICT RELATING TO WATER, WASTEWATER, AND IRRIGATION WATER SYSTEM REGULATIONS, RATES, FEES, CHARGES, AND OPERATING POLICIES FOR UTILITY SERVICES; PROVIDING AN EFFECTIVE DATE.

(AMENDMENT XXXIII TO CHAPTER III)

Chairman Graci presented the resolution and asked if the Board had any questions. There were no questions related to Resolution No. 2026-04.

Mr. Miller then advised that they were taking Item DM 1 at this time.

DM 1 – Reserve CDD Incorporation Status Update

Mr. Henry advised that the Notice of Award had been issued to Accurate Drilling, who had complied with all the requirements. They are currently awaiting permit information and will schedule a pre-construction meeting. Mr. Henry indicated that the FDOT permits have been received and FPL had signed off on technical review. Three of the 4 easements have been completed. The fourth one should be done today.

Discussion ensued regarding redundancy.

Mr. Miller advised that the first lift station should be completed by October 1st and that the contractor should be there today. Mr. Miller is hopeful that they will all be completed quickly.

The Board thanked Mr. Henry for the update and he excused himself from the meeting.

I. District Attorney
DA 1 – Status Report/Updates

Mr. Miller indicated that the report was standard, noting that the Counsel had reviewed and commented on the water plant bid specifications for design criteria in coordination with the engineering firm. It is his hope that it goes out to bid in a few weeks.

There was no discussion regarding the attorney's status report.

J. District Engineer
DE 1 – Status Report/Updates

Mr. Miller presented the report focused on the Water Treatment Plant Expansion, specifically the design build criteria and how the project was progressing.

Mr. Miller also advised that the District was ahead of schedule regarding the Wastewater Treatment Facility Permit Renewal.

There were no questions from the Board Members.

H. District Manager
Actions Items

DM 1 – Reserve CDD Incorporation Status Update

This item was previously discussed above.

DM 2 – Consider Authorization Approving General Liability Insurance and Workers' Compensation Insurance provided by Egis Insurance & Risk Advisors

Mr. Miller presented the Fiscal Year 2026/2027 renewal proposals, noting that the annual premium for General Liability Insurance and Workers' Compensation Insurance had decreased by 6.0% from Fiscal Year 2025/2026, which he attributes to the safety programs implemented by the District.

Mr. Miller noted that following premium breakdown:

Available Budget for General Liability for UF Fund:	$314,075.00
This Project:	$314,075.00
Leaving an Available Balance of:	$ 0.00
Available Budget for General Liability for GF Fund:	$101,918.00
This Project:	$101,918.00
Leaving an Available Balance of:	$ 0.00
Available Budget for General Liability for UT Fund:	$ 37,858.65
This Project:	$ 37,858.65
Leaving an Available Balance of:	$ 0.00
Available Budget for General Liability for GF Fund:	$ 22,235.00
This Project:	$ 22,235.00
Leaving an Available Balance of:	$ 0.00

Supervisor Dolan asked if the Board is made aware of any claims that are filed regarding the District's General Liability coverage. Mr. Miller indicated that they do not advise the Board of any claims due to the claim having exempt/personal information. He noted that he could advise the Board of any claims made that do not include any exempt/personal information contained within the claim.

That concluded the discussion regarding General Liability Insurance and Workers' Compensation Insurance.

DM 3 – Consider Request to Advertise for a Public Hearing to Consider Adoption of Proposed Revisions and Additions to Chapter III Operating Policies and Procedures

Mr. Miller presented the information indicating that he was seeking setting a Public Hearing for October 6, 2026, to consider the proposed revisions and additions. The following revisions/additions will be considered:

- The word Consumer(s) has been "Capitalized" throughout the Sections.
- Section 9 & 10- Account Balance Credit Minimum Increased to $3.00
- Section 23(b)- Added Consumer Tampering
- Section 34- Increased Private Lift Station Inspection Charge
- Section 35(f)- Added Written Authorization Verbiage
- Section 37- Revised Red Flag Verbiage and Service Provider Arrangements
- Section 41- FOG Management **(NEW)**
- Schedule F- Meter Tampering Fees Added **(NEW)**

A lengthy discussion ensued regarding FOG (Fat, Oil & Grease) Management and inspections carried out by SLW Inspector, Michael Faurot. Mr. Faurot explained that he had inspected 97 commercial locations and that of the 97, only 5 had failed. Discussion then ensued regarding the consequences of failing the inspection.

That concluded discussion regarding the setting of a Public Hearing regarding the matter.

DM 4 – Consider Piggyback Agreement with Odyssey Manufacturing Co.

Mr. Miller presented the agreement indicating that Odyssey Manufacturing Co. was the company that provided the District with sodium hypochlorite for the water and wastewater plants. He furthered that Odyssey had been providing this service to the District since 2010 and was offering for the District to piggyback the Bay County Utilities Contract, Bid No. 26-37 for a twelve (12) month term. The proposed price to deliver liquid sodium hypochlorite is $1.75 per gallon, a $0.06/per gallon increase to the current price.

There was no discussion regarding this item.

DM 5 – Other Items

Mr. Miller noted that the recent rains had slowed the completion of the school bus turnaround and that they were waiting on the curbing and striping to be completed.

Mr. Miller advised that Indian River State College (IRSC) was moving forward with plans to tear down the FAU (Florida Atlantic University) building and to construct a 500-bed student housing, parking garage and possibly a hotel nearby

Mr. Miller indicated that the NW Bethany project was in the Maintenance of Traffic (MOT) planning stages for entry into the shops.

There were no questions from the Board Members.

That concluded Mr. Miller's updates.

L. Consent Agenda

CA 1 – Monthly Report on Public Works

CA 2 – Monthly Report on Utilities Operations

CA 3 – Monthly Report on Ongoing & Capital Improvement Projects

CA 4 – Monthly Report on Billing and Customer Service

CA 5 – Public Information Officer Monthly Report

CA 6 – Financial Statements for July 2026

CA 7 – Transfer of Funds for the R&R & UC Accounts

CA 8 – Surplus Items

Mr. Miller presented Consent Agenda Items CA 1 through CA 8. There were no questions from the Board Members.

M. Supervisor Requests

Supervisor Dolan had nothing further.

Supervisor Haseltine had nothing further.

Secretary Doughney had nothing further.

Vice Chairman Ney advised that AT&T was no longer supporting land lines.

Chairman Graci thanked Michael Faurot for attending today's Workshop, indicating that the information he provided as very good input.

Chairman Graci also thanked Donna Rhoden and Deane Piekara for attending today's Workshop and indicated he would see everyone at tomorrow's Public Hearings and Regular Board Meeting.

There were no further Supervisor requests.

N. Adjournment

There being no further items to be addressed, the Workshop Meeting was adjourned at 9:37 a.m. There were no objections.

Workshop Meeting Minutes Signatures

Chairman/Vice Chairman	Secretary/Assistant Secretary

Date Approved _____

St. Lucie West Services District
Public Hearings & Regular Board Meeting
September 1, 2026, at 9:00 a.m.

(Please note: These minutes are not verbatim. A CD recording of the Public Hearings & Regular Board Meeting is available on file.)

Board Members Present

Dominick Graci – Chairman – in-person
Gregg Ney – Vice Chairman – in-person
Jack Doughney – Secretary – in-person
Diane Haseltine – Supervisor – in-person
Kevin Dolan – Supervisor – in-person

Staff Present

Josh Miller, District Manager, St. Lucie West Services District (SLWSD) – in-person
Gerard Rouse, Public Works Director/Assistant District Manager, SLWSD – in-person
TJ Bayer – Assistant Utilities Director, SLWSD – in-person
Searg Davidian, Assistant Public Works Director – SLWSD – in-person
Andy Bomjardim – Public Information Officer, SLWSD – in-person
Michael Faurot, Inspector, SLWSD – in-person
Maddie Maldonado – Director of Office Administration, SLWSD – in-person
Lisa-Marie Beans, Human Resources Director, SLWSD – in-person
Stephen Conteaguero, General Counsel, Nason, Yeager, Gerson, Harris & Fumero, P.A. – via phone
Neako Villamil, District Engineer, HR Green – in-person
Jason Pierman, Special District Services, Inc. (SDS) Administrative Manager – via phone
Stephanie Brown, SDS – in-person
Laura Archer, Recording Secretary, SDS – in-person

Also present were District resident Deane Piekara; and Donna Rhoden of the City of Port St. Lucie.

Guests Present (Sign-In Sheet Attached)

A. Call to Order

Chairman Graci called the Regular Board Meeting to order at 9:00 a.m.

B. Pledge of Allegiance

C. Roll Call

It was noted that all 5 Members of the Board were present.

D. Approval of Minutes

1. August 3, 2026, Workshop

2. August 4, 2026, Regular Board Meeting

A **MOTION** was made by Vice Chairman Ney, seconded by Supervisor Haseltine and passed unanimously, approving the minutes of the August 3, 2026, Workshop, as amended; and the minutes of the August 4, 2026, Regular Board Meeting, as presented.

E. Public Comment

There was no public comment at this time.

F. Public Hearing 1

1. Call to Order

Chairman Graci then recessed the Regular Board Meeting and opened Public Hearing 1.

2. Roll Call

It was noted that all 5 Supervisors were present.

3. Receive Public Comment on Fiscal Year Ending September 30, 2027 for the District; Providing Authority for the District Manager to Expend Funds on Behalf of the District.

There was no public comment on the Fiscal Year Ending September 30, 2027 for the District; Providing Authority for the District Manager to Expend Funds on Behalf of the District.

Supervisor Dolan asked if there were any public comments received via e-mail to which Mr. Miller advised that there were none.

- **Consider Resolution No. 2026-02 – Adopting Budgets for Fiscal Year 2027**

Resolution No. 2026-02 was presented, entitled:

RESOLUTION NO. 2026-02

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE ST. LUCIE WEST SERVICES DISTRICT ADOPTING THE BUDGETS FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2027, FOR THE DISTRICT; PROVIDING AUTHORITY FOR THE DISTRICT MANAGER TO EXPEND FUNDS ON BEHALF OF THE DISTRICT; PROVIDING AN EFFECTIVE DATE.

A **MOTION** was made by Secretary Doughney, seconded by Vice Chairman Ney and passed unanimously adopting Resolution No. 2026-02, as presented.

G. Public Hearing 2
1. Call to Order

Chairman Graci then closed Public Hearing 1 and opened Public Hearing 2.

2. Roll Call

It was noted that all 5 Supervisors were present.

3. Receive Public Comment on Levying a Non-Ad Valorem Assessment for Water Management Bonds, Operations and Maintenance Costs within the St. Lucie West Services District for the Period October 1, 2026, through September 30, 2027.

There was no public comment on Levying a Non-Ad Valorem Assessment for Water Management Bonds, Operations and Maintenance Costs within the St. Lucie West Services District for the Period October 1, 2026, through September 30, 2027.

Supervisor Dolan asked if there were any public comments received via e-mail to which Mr. Miller advised that there were none.

- **Consider Resolution No. 2026-03 – Levying a Non-Ad Valorem Assessment for Water Management Bonds, Operations and Maintenance Costs within the St. Lucie West Services District for the Period October 1, 2026, through September 30, 2027.**

Resolution No. 2026-03 was presented, entitled:

RESOLUTION NO. 2026-03

LEVYING A NON-AD VALOREM ASSESSMENT FOR WATER MANAGEMENT BONDS, AND OPERATIONS AND MAINTENANCE COSTS, WITHIN THE ST. LUCIE WEST SERVICES DISTRICT FOR THE PERIOD OCTOBER 1, 2026, THROUGH SEPTEMBER 30, 2027.

A **MOTION** was made by Secretary Doughney, seconded by Supervisor Haseltine and passed unanimously adopting Resolution No. 2026-03, as presented.

H. Public Hearing 3
1. Call to Order

Chairman Graci then closed Public Hearing 2 and opened Public Hearing 3.

2. Roll Call

It was noted that all 5 Supervisors were present.

3. Receive Public Comment on Amending Chapter III of the Rules of the St. Lucie West Services District Relating to Water, Wastewater and Irrigation Water System Regulations, Rates, Fees and Charges and Operating Policies for Utility Services; Revising Schedules A and D to provide for Annual Rate Adjustments.

There was no public comment on Amending Chapter III of the Rules of the St. Lucie West Services District Relating to Water, Wastewater and Irrigation Water System Regulations, Rates, Fees and Charges and Operating Policies for Utility Services; Revising Schedule A and D to provide for Annual Rate Adjustments.

Supervisor Dolan asked if there were any public comments received via e-mail to which Mr. Miller advised that there were none.

- **Consider Resolution No. 2026-04 – Amending Chapter III of the Rules of the St. Lucie West Services District Relating to Water, Wastewater and Irrigation Water System Regulations, Rates, Fees and Charges and Operating Policies for Utility Services; Revising Schedules A and D to provide for Annual Rate Adjustments**

Resolution No. 2026-04 was presented, entitled:

RESOLUTION NO. 2026-04

A RESOLUTION AMENDING CHAPTER III OF THE RULES OF THE ST. LUCIE WEST SERVICES DISTRICT RELATING TO WATER, WASTEWATER, AND IRRIGATION WATER SYSTEM REGULATIONS, RATES, FEES, CHARGES, AND OPERATING POLICIES FOR UTILITY SERVICES; PROVIDING AN EFFECTIVE DATE.

(AMENDMENT XXXIII TO CHAPTER III)

A brief discussion ensued regarding how often lift station build-up was checked (twice per week).

Chairman Graci indicated that he liked the new FOG (Fat, Oil & Grease) policy.

Supervisor Dolan thanked Inspector Michael Faurot for his very educational presentation regarding FOG.

A **MOTION** was made by Secretary Doughney, seconded by Vice Chairman Ney and passed unanimously adopting Resolution No. 2026-04, as presented.

Chairman Graci then closed Public Hearing 3 and reconvened the Regular Board Meeting.

I. District Attorney
DA 1 – Status Report/Updates

Mr. Conteaguero briefly reviewed his monthly status report, indicating that he had received the Water Plant bid specifications with additional edits, which would be reviewed closely.

J. District Engineer
DE 1 – Status Report/Updates

Mr. Villamil highlighted some of the items within his report, indicating that their main focus currently was the Water Treatment Plant Expansion Design Criteria and the Wastewater Treatment Facility Permit Renewal.

Mr. Villamil further indicated regarding the injection well that the concrete had been poured yesterday and he expects it to be completed sometime in October.

That concluded Mr. Villamil's monthly report.

K. District Manager
Action Items

DM 1 – Reserve CDD Incorporation Status Update

Mr. Miller noted that this update was given at yesterday's Workshop.

DM 2 – Consider Authorization Approving General Liability Insurance and Workers' Compensation Insurance provided by Egis Insurance & Risk Advisors

Mr. Miller presented the item and recommended approval, noting that a 10% increase was budgeted for FY 2027 when a 6% decrease in premiums was the actual proposal amount.

A **MOTION** was made by Secretary Doughney, seconded by Vice Chairman Ney and passed unanimously authorizing General Liability Insurance and Workers' Compensation Insurance provided by Egis Insurance & Risk Advisors and would be allocated as follows:

Available Budget for General Liability for UF Fund:	$314,075.00
This Project:	$314,075.00
Leaving an Available Balance of:	$ 0.00
Available Budget for General Liability for GF Fund:	$101,918.00
This Project:	$101,918.00
Leaving an Available Balance of:	$ 0.00
Available Budget for General Liability for UT Fund:	$ 37,858.65

This Project:	$	37,858.65
Leaving an Available Balance of:	$	0.00
Available Budget for General Liability for GF Fund:	$	22,235.00
This Project:	$	22,235.00
Leaving an Available Balance of:	$	0.00

DM 3 – Consider Request to Advertise for a Public Hearing to Consider Adoption of Proposed Revisions and Additions to Chapter III Operating Policies and Procedures

Mr. Miller noted that this item had been discussed at yesterday's Workshop and he recommended approval.

A **MOTION** was made by Secretary Doughney, seconded by Supervisor Haseltine and passed unanimously approving the advertisement for a Public Hearing to Consider Adoption of Proposed Revisions and Additions to Chapter III Operating Policies and Procedures, setting the Public Hearing for October 6, 2026, as presented.

DM 4 – Consider Piggyback Agreement with Odyssey Manufacturing Co.

Mr. Miller presented the agreement and recommended approval.

A **MOTION** was made by Secretary Doughney, seconded by Supervisor Haseltine and passed approving the Piggyback Agreement through the Bay Utilities Contract, Bid No. 26-37 for Odyssey Manufacturing Co. to provide delivery of liquid sodium hypochlorite at the stated price of $1.75 per gallon, as presented.

DM 5 – Other Items

Mr. Miller advised that the bus turnaround was in the process of the second lift, weather permitting.

Mr. Miller noted that although there was no site plan for the IRSC (Indian River State College) expansion, it was in the works and he expects that it will get moving in maybe 3 months. Discussion ensued.

That concluded Mr. Miller's updates.

L. Consent Agenda

CA 1 – Monthly Report on Public Works

CA 2 – Monthly Report on Utilities Operations

CA 3 – Monthly Report on Ongoing & Capital Improvement Projects

CA 4 – Monthly Report on Billing and Customer Service

CA 5 – Public Information Officer Monthly Report

CA 6 – Financial Statements for July 2026

CA 7 – Transfer of Funds for the R&R & UC Accounts

CA 8 – Surplus Items

Consent Agenda Items CA-1 through CA-8 were presented for Board consideration.

A **MOTION** was made by Vice Chairman Ney, seconded by Supervisor Haseltine approving Consent Agenda items CA-1 through CA-8, as presented. Upon being put to a vote, the **MOTION** carried unanimously.

M. Supervisor Requests

Vice Chairman Ney indicated that the fountain outside the Administrative Building was a big improvement and suggested implementing the District's logo.

Supervisor Dolan commended Mr. Miller and staff regarding the Cost Savings Program and the reduction in liability insurance premiums.

Secretary Doughney acknowledged the gentleman who advised the District of the issue with school buses using Bethany as a turnaround, Thomas Malaca.

Mr. Malaca approached the Board noting that school buses using Bethany as a turnaround was dangerous. He thanked the Board for making it safer to use.

Chairman Graci thanked Mr. Malaca for bringing the school bus turnaround to the Board's attention.

Secretary Doughney commented that the budget looked great and he was proud to be a part of District.

Chairman Graci thanked Mr. Miller indicating that he had a great staff and congratulated Mr. Bomjardim for educating residents regarding stormwater storage, retention ponds and the fact that the "weeds" are there for a reason.

Chairman Graci asked about the use of drones within the District to which Mr. Miller noted that you need to be certified in order to use them.

That concluded Supervisor Requests.

N. Adjournment

There being no further items to be addressed, the Regular Board Meeting was adjourned at 9:31 a.m. by Chairman Graci. There were no objections.

Regular Board Meeting Minutes Signature Page

Chairman/Vice Chairman

Secretary/Assistant Secretary

Date Approved

St. Lucie West Services District

Board Agenda Item

Tuesday, October 6, 2026

Item

PH 1 **Public Hearing to Consider Adoption of Resolution No 2026-06*:* A Resolution Amending Chapter III of the Rules of the St. Lucie West Services District Relating to Water, Sewer, and Irrigation Utility System Regulations, Rates, Fees, Charges, and Operating Policies for Utility Services; Revising and Clarifying Various Provisions and Adopting New Provisions Relating to Consumer Meter Tampering and FOG Management; Providing an Effective Date.**

Summary

The Public Hearing is to hear public comments on the adoption of proposed amendments to Resolution 2026-06.

Resolution No. 2026-06: A Resolution Amending Chapter III of the Rules of the St. Lucie West Services District relating to water, sewer, and irrigation utility system regulations, rates, fees, charges, and operating policies for utility services; revising and clarifying various provisions and adopting new provisions relating to consumer meter tampering and FOG Management; Providing an Effective Date.

The Public Hearing was advertised in the St. Lucie News Tribune on September 18, 2026.

Recommendation

Staff recommend adoption of Resolution No. 2026-06

District Manager: Joshua Miller

Budget Impact

Project Number:
ORG Number:

Available Project Budget: $0.00
This Project: $0.00
Available Balance: $0.00

Board Action

Moved by:	Seconded by:	Action Taken:

USA TODAY CO.

LocaliQ

PO Box 631244 Cincinnati, OH 45263-1244

AFFIDAVIT OF PUBLICATION

Laura Archer
Slw Services District
St Lucie West Services District
2501 Burns RD # A
Palm Beach Gardens FL 33410-5207

STATE OF WISCONSIN, COUNTY OF BROWN

Before the undersigned authority personally appeared, who on oath says that he or she is the Legal Advertising Representative of the Indian River Press Journal/St Lucie News Tribune/Stuart News, newspapers published in Indian River/St Lucie/Martin Counties, Florida; that the attached copy of advertisement, being a Legal Ad in the matter of Public Notices, was published on the publicly accessible websites of Indian River/St Lucie/Martin Counties, Florida, or in a newspaper by print in the issues of, on:

SCN StLucie-IndianRv-Stuart 09/18/2026
SCN tcpalm.com 09/18/2026

Affiant further says that the website or newspaper complies with all legal requirements for publication in chapter 50, Florida Statutes.
Subscribed and sworn to before me, by the legal clerk, who is personally known to me, on 09/18/2026

Legal Clerk

Notary, State of WI, County of Brown

9/19/26

My commission expires

Publication Cost:	$139.20	
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VICKY FELTY
Notary Public
State of Wisconsin

NOTICE OF PUBLIC HEARING TO CONSIDER THE ADOPTION OF AMENDMENTS TO THE CHAPTER III OPERATING POLICIES AND PROCEDURES

The Board of Supervisors ("Board") of the ST. LUCIE WEST SERVICES DISTRICT ("District") will hold a public hearing in accordance with Section 120.54, Florida Statutes, on Tuesday, October 6, 2026, at 9:00 a.m., or as soon thereafter as may be heard, in the District's Board Meeting Room, 450 SW Utility Drive, Port St. Lucie, Florida 34986. The purpose of the hearing is to receive public comments and objections in accordance with Sections 120.54, 190.011, and 190.035 Florida Statutes, to the proposed adoption of amendment to the Chapter III Operating Policies and Procedures. If adopted, the proposed Rule shall become effective upon approval by the Board of the District.

Copies of the proposed Rule will be available at the District Office, 450 SW Utility Drive, Port St. Lucie, Florida 34986. Any person who wishes to provide a proposal for a lower cost regulatory alternative, as provided by Section 120.541(1), Florida Statutes, must do so in writing within twenty-one (21) days after publication of this notice. Each person who decides to appeal any decision made by the Board with respect to any matter considered at the meeting is advised that the person will need a record of the proceedings and that, accordingly, the person may need to ensure that a verbatim record of the proceedings is made, including the testimony and evidence upon which such appeal is to be based.

In accordance with the Americans with Disabilities Act, any person requiring special accommodations or an interpreter to participate at this meeting should contact the District Administrator at 1(561) 630-4922 and/or toll-free at 1-(877) 737-4922 at least five 5 calendar days prior to the date of the meeting. Persons who are hearing impaired may contact the Florida Relay Service at 1-(800) 955-8770 for aid in contacting the District's office.

Dated this 1st day of September, 2026

Joshua Miller, District Manager
ST LUCIE WEST SERVICES DISTRICT
www.slwsd.org
PUBLISH: ST. LUCIE NEWS TRIBUNE 09/18/26
TCN12636809

RESOLUTION NO. 2026-06

A RESOLUTION AMENDING CHAPTER III OF THE RULES OF THE ST. LUCIE WEST SERVICES DISTRICT RELATING TO WATER, WASTEWATER, AND IRRIGATION UTILITY SYSTEM REGULATIONS, RATES, FEES, CHARGES, AND OPERATING POLICIES FOR UTILITY SERVICES; REVISING AND CLARIFYING VARIOUS PROVISIONS; AND ADOPTING NEW PROVISIONS RELATING TO CUSTOMER METER TAMPERING AND FOG MANAGEMENT; PROVIDING AN EFFECTIVE DATE.

(AMENDMENT XXXIV TO CHAPTER III)

SECTION 1. AUTHORITY FOR THIS RESOLUTION. This Resolution is adopted pursuant to Sections 120.54, 190.011(5), and 190.035, Florida Statutes, as amended.

SECTION 2. FINDINGS. The Board of Supervisors of the St. Lucie West Services District ("Board") hereby finds and determines as follows:

1. The St. Lucie West Services District ("District") is a local unit of special-purpose government organized and existing under and pursuant to Chapter 190, Florida Statutes, as amended, of the State of Florida.

2. The Board is authorized under Chapters 120 and 190, Florida Statutes, to adopt this Resolution as a Rule of the District.

3. The purpose of this Rule is to amend Chapter III of the Rules of the St. Lucie West Services District relating to water, sewer, and irrigation utility system regulations, rates, fees, charges, and operating policies for utility services; revising and clarifying various provisions and adopting new provisions relating to consumer meter tampering and FOG Management.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF ST. LUCIE WEST SERVICES DISTRICT:

SECTION 3. CHAPTER III AMENDED. Chapter III of the Rules of the St. Lucie West Services District is hereby amended by correcting sections throughout Chapter III for punctuation and by revising Schedules 9 & 10 (Account Balance Credit and Debit Minimum, 23(b) (Consumer Meter Tampering), 34 (Increased Private Lift Station Inspection Charge, 35(f) (Written Authorization), 37 (Red Flag Rules and Service Provider Arrangements), 41 (FOG Manage-

ment) and Schedule F (Meter Tampering Fees) as more particularly described in the attached revised Schedules.

SECTION 4. EFFECTIVE DATE. This Rule shall become effective on November 1, 2026.

APPROVED AND ADOPTED this 6th day of October 2026.

ST. LUCIE WEST SERVICES DISTRICT

ATTEST:

By:_____ By: _____
Secretary/Assistant Secretary Chairperson/Vice Chairperson

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CHAPTER III

OPERATING POLICIES AND PROCEDURES
ST. LUCIE WEST SERVICES DISTRICT
WATER, WASTEWATER, AND IRRIGATION UTILITY SYSTEM

PART I. GENERAL PROVISIONS AND DEFINITIONS APPLICABLE TO THE ST. LUCIE WEST SERVICES DISTRICT WATER, WASTEWATER, AND IRRIGATION UTILITY SYSTEM:

SECTION 1:

(a) Utility service shall be provided by the District in accordance with the operating policies of the District that are set forth in this Chapter, including rates applicable to the services provided for potable water treatment and distribution, wastewater collection and disposal, and irrigation quality water production and distribution.

(b) The District Manager is authorized to issue such directives and to prescribe such procedures by internal management memoranda as may be necessary to carry out the purposes of this Chapter. The District Manager may issue such administrative manuals as necessary for the effective administration of the District potable water, wastewater, and irrigation water utility system. So long as such internal management memoranda and administrative manuals are consistent with this Chapter and governing regulatory requirements, the provisions shall be binding upon all District employees and utility system ~~customers~~Consumers.

Specific Authority: 120.54, F.S., 190.011(5), F.S., 190.035, F.S.
Law Implemented: 120.54, F.S., 190.011(5), F.S., 190.035, F.S.
History: Adopted 1992
Revised June 11, 1996; May 7, 2013; October 6, 2026

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SECTION 3: DEFINITIONS: The following terms and phrases, when used herein, shall have the meaning ascribed to them in this Section, except where the context clearly indicates a different meaning. Words used in the present terms shall include the future, and the singular number includes the plural, and the plural the singular.

3.1 ST. LUCIE WEST SERVICES DISTRICT ("SLWSD"): A governmental agency of the State of Florida, created pursuant to Chapter 190, Florida Statutes.

3.2 ENGINEER: The engineer licensed in the State of Florida and engaged by the District Board of Supervisors to provide professional engineering services to the utility system or his authorized representatives or consultant.

3.3 BILL DATE: The date a bill for utility service is generated by the District Billing Department shall be known as the bill date or the statement date.

3.4 BILL DUE DATE: All bills for utility service shall be due by 4:00 p.m. on the date that is twenty (20) calendar days from the Bill Date. This date shall be known as the Bill Due Date. If the Bill Due Date is a weekend or District holiday, then the Bill Due Date shall be extended to the next business day.

3.5 CONNECTION CHARGES: Those charges of the District required to be paid by a ~~consumer~~Consumer as a condition precedent to the interconnection of District's utility system with a ~~consumer's~~Consumer's property.

3.6 CONSUMER: Any person, firm, association, corporation, governmental agency or similar organization with an account with the District for service, which term shall also include developers, bulk users, and dispensed water users.

3.7 CONSUMER INSTALLATION: All pipes, fixtures, meters, appurtenances of any kind and nature used in connection with or forming a part of an installation for utilizing water, wastewater, and/or irrigation services for any purpose, located on the ~~consumer's~~Consumer's side of "point of delivery," whether such installation is owned outright by a ~~consumer~~Consumer or by contract, lease or otherwise.

3.8 DEVELOPER: Any person, corporation, or other legally recognized entity who engages in the business of making improvements to or upon real property located within or without the District as owner or legally constituted agent for the owner of such real property.

3.9 DISPENSED WATER: Water service supplied to a ~~consumer~~Consumer dispensed through a District hose located on District property for a flat monthly rate.

3.10 DISTRICT: The St. Lucie West Services District as defined in 3.1.

3.11 DISTRICT MANAGER: The manager of the District or designee.

3.12 EASEMENTS: Rights of ingress, egress, dedications, rights of way, conveyances or other property interests necessary or incidental to the installation, extension, repair, maintenance, construction, or reconstruction of District's utility system or any components thereof, over or upon ~~consumer's~~Consumer's property.

3.13 MAIN: Shall refer to pipe, conduit or other facility installed to convey water or wastewater service from individual laterals or to other mains.

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3.14 OFF-SITE FACILITIES: Those components of water distribution and sewage collection facilities located outside ~~consumer's~~Consumer's property connected with facilities of the District, in accordance with the size required by the District.

3.15 ON SITE FACILITIES: Those components of water distribution and sewage collection facilities located upon ~~consumer's~~Consumer's "property."

3.16 PAST DUE DATE or PENALTY DATE: All bills for utility service shall be past due after the Bill Due Date and shall incur a penalty charge. The date that bills are past due shall be known as the Past Due Date or Penalty Date.

3.17 POINT OF DELIVERY or POINT OF SERVICE: The point where the District pipes are connected with the pipes of the ~~consumer~~Consumer. Unless otherwise designated on utility service as-built drawings or a Florida Department of Environmental Protection permit application on file with the District:

(a) The point of delivery for potable water service shall be at the discharge side of the water meter that is located at or immediately adjacent to a right-of-way or utility easement dedicated or granted to the District by an instrument ("District Easement") recorded in the public records of St. Lucie County. If the meter is not within or immediately adjacent to a District Easement, the point of delivery shall be at the intersection of the water service line that extends to such meter with the outer boundary of the District Easement in which the District's potable water main is located.

(b) The point of delivery for wastewater service shall be at the upstream connection of a wastewater lateral clean-out that is located within or immediately adjacent to a District Easement. In the absence of a clean-out located within or immediately adjacent to a District Easement, the point of delivery shall be at the intersection of the wastewater lateral with the outer boundary of the District Easement in which the District's wastewater main is located.

(c) The point of delivery for irrigation water service shall be at the intake side of the first solenoid/shut-off valve on the irrigation distribution line serving the development in which the ~~consumer~~Consumer is located, so long as (1) the first such valve is located within or immediately adjacent to a District Easement and (2) the irrigation distribution line has been conveyed to and accepted by the District for operation as a part of the District's irrigation system. If the first valve is not located within or immediately adjacent to a District Easement, the point of delivery shall be at the intersection of such distribution line with the outer boundary of the District Easement in which the District's irrigation main is located. If the irrigation distribution line has not been conveyed to and accepted by the District, the point of delivery shall be the point of connection of the District's irrigation transmission main with the distribution line.

3.18 PROPERTY: The land or improvements upon land which the ~~consumer~~Consumer is owner or over which ~~consumer~~Consumer has control either by contract or possessory interest sufficient to authorize ~~consumer~~Consumer to make application for service, or adjacent right of way which services the land or site being developed. District may require proof of such inter-

est prior to the furnishing of service by copy of instrument of conveyance, warranty deed, contract or appropriate verified statement contained in the application for service.

3.19 RATE SCHEDULE: The schedule or schedules of rates or charges for the particular classification of service.

3.20 SERVICE: Shall be construed to include, in addition to all water, irrigation water and wastewater utilities required by the ~~consumer~~Consumer the readiness and ability on the part of the District to furnish water, irrigation water and wastewater services to the ~~consumer~~Consumer.

3.21 SERVICE OR LATERAL LINES: Those pipes of the District that connect to the ~~consumer's~~Consumer's lines.

3.22 AFPI (Allowance for Funds Prudently Invested): The charge representing the carrying costs associated with the excess capacity of the plant which will not be used until future ~~customers~~ Consumers connect for service. The AFPI charge is a one-time charge based on the number of ERC's of demand. It is applicable to all future ~~customers~~ Consumers prior to connection to the system.

3.23 TERMS "SHALL" AND "MAY": As used herein, the word "may" is permissive, and the word "shall" is mandatory.

3.24 UTILITIES DIRECTOR: The appointed Head of the Utility Department of the District or his authorized representative.

3.25 UTILITY SYSTEM: As used herein, refers to the District's water distribution and sewage collection systems, and any component parts thereof.

3.26 WASTEWATER STANDARD and EXCESS STRENGTH SURCHARGE PARAMETERS:

(a) BOD (Biochemical Oxygen Demand): The quantity of oxygen utilized in the biochemical oxidation of organic matter under standard laboratory procedure in five days at 20° C. (68° F.), expressed in parts per million by weight, as determined by Standard Methods.

(b) CF: The conversion factor to obtain dry weight of Pollutant in pounds.

(c) CONC: The average Pollutant concentration per utility billing cycle, as determined by the District, over and above the standard strength for wastewater (i.e., average BOD or TSS minus 250 mg/l).

(d) COST: The District's unit cost per pound for conveying, treating, and disposing of a Pollutant (BOD or TSS).

(e) LOAD: The mass of Pollutant discharged, in pounds.

(f) pH: The logarithm of the reciprocal of the weight of hydrogen ions in grams per liter of solution, as determined by Standard Methods.

(g) Pollutant: Dredged spoil, solid waste, incinerator residue, filter backwash, sewage, garbage, sewage sludge, munitions, medical wastes, chemical wastes, biological materials, radioactive materials, heat, wrecked or discarded equipment, rock, sand,

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municipal waste, agricultural waste, industrial waste, and certain characteristics of wastewater (e.g., pH, temperature, TSS, turbidity, color, BOD, toxicity, or odor).

(h) ppm or mg/L: Parts per million, a ratio by weight per volume, and interchangeable with milligrams per liter.

(i) Standard Methods: The current edition of "Standard Methods for the Examination of Water and Wastewater" as prepared and published by the American Public Health Association, American Water Works Association, and the Water Environment Federation.

(j) Standard Strength: The standard strength for wastewater discharged into Utility System wastewater lines or facilities, 250 mg/L BOD and 250 mg/L TSS.

(k) SUR: The excess strength surcharges assessed by the District for a billing cycle.

(l) Total Solids: The total weight, expressed in ppm, of all settleable, suspended, or dissolved solids in the wastewater, as determined by Standard Methods.

(m) TSS (Total Suspended Solids): The solids that either float on the surface of, or in suspension in, water, wastewater, or other liquid, and are removable by laboratory filtering, expressed in ppm, as determined by Standard Methods.

(n) VOL: The wastewater discharge volume in million gallons per utility billing cycle, as determined by the District.

Specific Authority: 120.54, F.S., 190.011(5), F.S., 190.035, F.S.
Law Implemented: 120.54, F.S., 190.011(5), F.S., 190.035, F.S.
History: Adopted 1992
Revised December 15, 2009; May 7, 2013; August 4, 2015; October 6, 2026

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SECTION 4: GENERAL: In the absence of specific written agreement to the contrary entered into prior to the effective date of this Resolution, these regulations apply without modification or change to each and every ~~consumer~~Consumer to whom the District renders service.

Specific Authority: 120.54, F.S., 190.011(5), F.S., 190.035, F.S.
Law Implemented: 120.54, F.S., 190.011(5), F.S., 190.035, F.S.
History: Adopted 1992
Revised: October 6, 2026

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SECTION 5: APPLICATION FOR SERVICE:

(a) Service shall be furnished only upon signed application accepted by the District and the conditions of such application are binding upon the ~~consumer~~ Consumer as well as upon the District. To obtain service, application shall be made to the District in the manner specified by the District Manager. Applications shall be submitted to the District at least 24 hours (one business day) prior to establishing an account.

(b) Applications are accepted by the District with the understanding that there is no obligation on the part of the District to render service other than that which is then available from its existing water production and distribution equipment and service lines, and from its existing sewage treatment collection, transmission and treatment facilities.

(c) The applicant shall furnish to the District at the time of making application the name of the applicant, the legal proof of ownership or other interest in or to the property or location (such as a form of power of attorney or a lease), and the legal description or street address at which service is to be rendered. Application for service required by firms, partnerships, associations, corporations and others, shall be tendered only by duly authorized parties and identification must be rendered at the time of application.

(d) When service is rendered under agreement or agreements entered into between the District and an agent of the principal, the use of such service by the principal shall constitute full and complete ratification by the principal of the agreement or agreements entered into between the District and an agent of the principal under which such service is rendered.

Specific Authority: 120.54, F.S., 190.011(5), F.S., 190.035, F.S.
Law Implemented: 120.54, F.S., 190.011(5), F.S., 190.035, F.S.
History: Adopted 1992
Revised December 15, 2009; May 7, 2013, October 6, 2026

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SECTION 6: WITHHOLDING SERVICE: The District may withhold service to a ~~consumer~~ Consumer who makes application for service at or upon a location for which prior service has not been paid in full to the date of such application. It shall be the responsibility of the applicant to make inquiry as to the delinquent status of the account and bring said account current as a condition precedent to continuation of service. The District shall maintain current records of outstanding accounts and shall make such information available to the public at its offices during normal business hours. Service may also be withheld for service installations which are not complete or are not in compliance with District requirements.

Specific Authority: 120.54, F.S., 190.011(5), F.S., 190.035, F.S.
Law Implemented: 120.54, F.S., 190.011(5), F.S., 190.035, F.S.
History: Adopted 1992,
Revised October 6, 2026

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SECTION 7: LIMITATIONS OF USE:

(a) The ~~consumer~~ Consumer shall not sell or otherwise dispose of utility service supplied by the District without authorization from the District to do so.

(b) Any utility service furnished by the District to the ~~consumer~~ Consumer through District meters may not be re-metered by the ~~consumer~~ Consumer for the purpose of selling or otherwise disposing of such service without the written consent of the District.

(c) In no case shall a ~~consumer~~Consumer, except with the written consent of the District, extend water, wastewater, or irrigation lines across a street, alley, lane, court, property line, avenue, or other public thoroughfare or right of way in order to furnish utility service for adjacent property even though such adjacent property is owned by him.

Specific Authority: 120.54, F.S., 190.011(5), F.S., 190.035, F.S.
Law Implemented: 120.54, F.S., 190.011(5), F.S., 190.035, F.S.
History: Adopted 1992
Revised May 7, 2013; October 6, 2026

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SECTION 8: UNAUTHORIZED CONNECTION OR USE:

(a) No person, without written consent of the District shall tap any pipe or main belonging to a District water, wastewater, or irrigation system for the purpose of taking or using water from the system or from such pipe or main, for connecting to the wastewater system, or for any other purpose. Connections to the District's water, wastewater, or irrigation system for any purpose whatsoever are to be made only as authorized by the District.

(b) In any case of any unauthorized interconnection, extension, re-metering, sale or disposition of utility service, ~~consumer's~~ Consumer's utility service shall be subject to discontinuance until such unauthorized use or disposition is discontinued and full payment is made for such service, calculated on proper classification and rate schedules plus penalties and reimbursement in full made to the District for any extra expenses incurred by District as the result of such unauthorized use, including administrative costs, testing, inspections, and court costs. In addition, unauthorized use may result in appropriate criminal prosecution by District.

Specific Authority: 120.54, F.S., 190.011(5), F.S., 190.035, F.S.
Law Implemented: 120.54, F.S., 190.011(5), F.S., 190.035, F.S.
History: Adopted 1992
Revised December 15, 2009; May 7, 2013, October 6, 2026

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SECTION 9: CONSUMER DEPOSITS/COLLECTION AND REFUND:

(a) Upon application for service, before the District renders service, a deposit to secure the payment of bills and any expenses incurred by the District is required from the ~~consumer~~Consumer, and, upon payment, the District shall give the ~~consumer~~ Consumer a non-negotiable and non-transferable deposit receipt. Such deposit shall bear no interest and, except as provided in paragraph (b) of this Section 9, shall remain with the District until termination of service. Deposits shall be made in accordance with the rate Schedule E of the District in effect at the time of payment.

(b) Once each month the District shall prepare a list of all ~~consumers~~ Consumer's who have utility service deposits with the District and who:

i.~~(1)~~ Have been ~~consumers~~ Consumer's of District utility services for more than twenty-four (24) consecutive calendar months, and

ii.~~(2)~~ Have not, during the immediately preceding twelve (12) month period (i) paid a bill for District utility service past the Bill Due Date, (ii) tendered to the District a payment for utility service that was subsequently returned or refused by the ~~consumer's~~ Consumer's bank, or (iii) had District utility service disconnected for non-payment of amounts due.

The District Manager shall direct that the deposit of any ~~consumer~~ Consumer meeting the criteria set forth in subparagraphs (b) ~~(1)~~(i) and ~~(2)~~(ii) of this Section 9 shall be applied to (credited against charges due under) such ~~consumer's~~Consumer's account until the deposit is fully credited.

(c) Upon final settlement of a ~~consumer's~~ Consumer's account, any deposit not previously credited as provided in paragraph (b) of this Section 9 and any outstanding credit on the account shall be applied by the District to any account balance due. If there is any remaining balance of the deposit and/or any outstanding credit to the account in excess of ~~$.50~~ $3.00, the remaining balance will be refunded to the ~~consumer~~ Consumer upon rendering proper identification and legal documentation of termination of ownership or other interest in or to the property.

Specific Authority: 120.54, F.S., 190.011(5), F.S., 190.035, F.S.
Law Implemented: 120.54, F.S., 190.011(5), F.S., 190.035, F.S.
History: Adopted 1992
Revised January 10, 2006; May 7, 2013; October 6, 2026

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SECTION 10: BILLING:

(a) Bills for service shall be rendered monthly or periodically at intervals not to exceed ninety (90) days at the direction of the Board of Supervisors. The date a bill for utility service is generated by the District Billing Department shall be known as the Bill Date or the statement date. All bills for utility service shall be due by ~~4:00 p.m. on~~ the date that is twenty (20) calendar days from the Bill Date. This date shall be known as the Bill Due Date. If the Bill Due Date is a weekend or District holiday, then the Bill Due Date shall be extended to the next business day.

(b) All bills for utility service shall be past due after the Bill Due Date and shall incur a penalty charge as shown on Schedule F of these policies.

(c) If an account at a service location is terminated without a new account opening at that service location, then the District shall reinstate the account of the property owner for that service location, if applicable, and bills shall accrue to the reinstated account.

(d) If a ~~consumer~~ Consumer payment is declined or returned to the District for insufficient funds or any other reason, then the ~~consumer~~ Consumer shall be responsible for a returned payment fee in accordance with Schedule F of these policies.

(e) Upon final settlement of a ~~consumer's~~ Consumer's account, any amount owing to the District that is ~~$.50~~ $3.00 or less shall be written off by the District and not collected from the ~~consumer~~Consumer.

(f) Should any account balance become past due after the final settlement of that account, the outstanding account balance shall be ~~applied~~ transferred to the next ~~consumer's~~ Consumer's account for that service location and may result in service being terminated if not paid within twenty (20) calendar days of the date of the District written notice of the outstanding account balance. If this date falls on a weekend or District holiday, then the due date shall be the next business day.

(g) A ~~consumer~~ Consumer may request payment assistance from the District if the ~~consumer~~ Consumer meets the following criteria for eligibility:

(i)~~(1)~~ A ~~consumer~~ Consumer may request payment assistance if the amount due on the ~~consumer's~~ Consumer's account is at least 300% of the amount of the ~~consumer's~~ Consumer's total monthly charges for the ~~consumer's~~ Consumer's last monthly bill. If the amount due is 300% to 599% of the amount of the ~~consumer's~~ Consumer's total monthly charges for the ~~consumer's~~ Consumer's last monthly bill, then the ~~consumer~~ Consumer is eligible for a three month payment plan. If the amount due is 600% to 899% of the amount of the ~~consumer's~~ Consumer's total monthly charges for the ~~consumer's~~ Consumer's last monthly bill, then the ~~consumer~~ Consumer is eligible for a six month payment plan. If the amount due is 900% or more than the amount of the ~~consumer's~~ Consumer's total monthly charges for the ~~consumer's~~Consumer's last monthly bill, then the consumer is eligible for a twelve month payment plan.

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(ii)~~(2)~~ If a ~~consumer~~ Consumer is establishing a new account and there is an overdue balance on the account at the service location, then the ~~consumer~~ Consumer may request payment assistance if the overdue balance is $600.00 or greater. The ~~consumer~~ Consumer must pay at least half of the overdue amount upon application for service and the remainder within three months.

The District will provide a ~~consumer~~ Consumer who meets the eligibility criteria set forth in subparagraphs (g)~~(1)~~(i) and ~~(2)~~(ii) of this Section 10 a payment plan agreement. If a ~~consumer~~ Consumer with a payment plan agreement with the District terminates service to the account, then all amounts due on the account shall be due upon the final settlement of the account.

Specific Authority:	120.54, F.S., 190.011(5), F.S., 190.035, F.S.
Law Implemented:	120.54, F.S., 190.011(5), F.S., 190.035, F.S.
History:	Adopted 1992
	Revised December 15, 2009; May 7, 2013; October 6, 2026

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SECTION 11: DELINQUENT BILLS, LATE NOTICES, AND PROCEDURES FOR CONTESTING CHARGES:

All statements and billings for utility services shall be deemed delinquent if not paid within twenty (20) calendar days of the Bill Due Date ~~shown thereon by 4:00 p.m~~. A late notice shall be created after the Bill Due Date and mailed to the ~~consumer~~Consumer. If the past due amount is not received by the District within ten (10) calendar days of the date of the late notice, then service at the property location shall be terminated as provided in Section 25. Any ~~consumer~~ Consumer contesting any charges shall follow the following dispute procedure:

(a) The ~~consumer~~ Consumer shall file a written statement contesting the charges with the Billing Department within sixty (60) calendar days of the date the charges were assessed to the account. The written statement shall contain the ~~consumer's~~ Consumer's name, service address, mailing address if different from service address, an explanation outlining the reasons why the charges are being contested, and any supporting documentation should be included.

(b) The Billing Department shall review the ~~consumer's~~ Consumer's written statement and provide a written response to the ~~consumer~~ Consumer within seven (7) business days of receipt of the ~~consumer's~~ Consumer's written statement informing the ~~consumer~~ Consumer either (1) that the contested charges are being corrected, or (2) the reasons why the charges are correct and informing the ~~consumer~~ Consumer of the opportunity to appeal the matter to the District Manager in accordance with this Section 11.

(c) If unsatisfied with the decision of the Billing Department, the ~~consumer~~ Consumer may appeal the decision of the Billing Department by filing a written appeal with the District Manager within seven (7) business days of receipt of the Billing Department's response. The written appeal shall contain the ~~consumer's~~ Consumer's name, service address, mailing address if different from the service address, an explanation outlining the reasons why the charges are being contested, and any supporting documentation, which shall include at a minimum a copy of the contested charges, a copy of the ~~consumer's~~ Consumer's written statement to the Billing Department, and a copy of the Billing Department's written response.

(d) The District Manager shall review the ~~consumer's~~ Consumer's appeal and provide a written determination within seven (7) business days of receipt of the ~~consumer's~~ Consumer's appeal. The written determination shall include a statement regarding the ~~consumer's~~ Consumer's right to an appearance before the Board of Supervisors in accordance with this Section 11.

(e) If the ~~consumer~~ Consumer is unsatisfied with the determination of the District Manager, he/she may request an appearance before the Board of Supervisors by filing a written request with the District Manager within seven (7) business days of receipt of the District Manager's determination. The written request shall include the same information required in Section 11 (a), a copy of the contested charges, a copy of the ~~consumer's~~ Consumer's written statement to the Billing Department, a copy of the Billing Department's written response, a copy of the ~~consumer's~~ Consumer's appeal, and a copy of the District Manager's written determination.

(f) Within seven (7) business days of receipt of the ~~consumer's~~ Consumer's request for appearance, the District Manager shall provide a written notice to the ~~consumer~~ Consumer of

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the date, time, and location of the meeting of the Board of Supervisors at which the ~~consumer~~ Consumer may appear. The meeting shall be the next regularly scheduled meeting of the Board of Supervisors that is scheduled at least ten (10) business days after receipt of the ~~customer's~~ Consumer's request for appearance. The written notice to the ~~consumer~~ Consumer shall be sent at least seven (7) days prior to the date of the meeting. The ~~consumer~~ Consumer shall have ten (10) minutes to present his/her case to the Board of Supervisors. After the meeting, a written decision shall be provided to the ~~consumer~~ Consumer within seven (7) business days. The decision of the Board of Supervisors shall be final.

(g) If during the dispute procedure an adjustment to the billing is made, a refund to the consumer shall be rendered either as a credit to the ~~consumer's~~ Consumer's active account or by check at the discretion of the District.

Specific Authority: 120.54, F.S., 190.011(5), F.S., 190.035, F.S.
Law Implemented: 120.54, F.S., 190.011(5), F.S., 190.035, F.S.
History: Adopted 1992
Revised December 15, 2009; May 7, 2013; October 6, 2026

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SECTION 12: ADJUSTMENT OF BILLS; METER READINGS AND METER INSPECTIONS:

(a) When a ~~consumer~~ Consumer is determined by the District to have been over-charged or undercharged as a result of incorrect meter reading, defective metering, incorrect application of rate schedule fees and charges, or mistake in billing, the amount so determined may be credited or billed to the ~~consumer~~Consumer, as the case may be. The adjustment shall be accomplished over a period not to exceed ninety (90) days, unless otherwise directed by the District Manager and so noted on the account.

(b) The District may read and inspect meters periodically to determine their condition and accuracy and as a basis for periodic billings. If a ~~consumer~~ Consumer requests an inspection or re-reading of a meter, the District may impose a service charge as provided in Section 22 and Schedule F of these policies.

Specific Authority: 120.54, F.S., 190.011(5), F.S., 190.035, F.S.
Law Implemented: 120.54, F.S., 190.011(5), F.S., 190.035, F.S.
History: Adopted 1992
Revised December 15, 2009; May 7, 2013, October 6, 2026

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SECTION 13: ACCESS TO PREMISES: As a condition to providing service, the ~~consumer~~ Consumer shall grant to District or its authorized agents or employees access to ~~consumer's~~ Consumer's property during all reasonable hours and, in the event of an emergency, at any time, for the purposes of reading meters or maintaining, inspecting, repairing, installing or removing District's property, and for any other purposes incident to performance under or termination of any agreement with a ~~consumer~~ Consumer or such ~~consumer's~~ Consumer's predecessor in interest or use of the facilities or services made accessible to the District by the ~~consumer~~ Consumer or to be relocated by the District.

Specific Authority: 120.54, F.S., 190.011(5), F.S., 190.035, F.S.
Law Implemented: 120.54, F.S., 190.011(5), F.S., 190.035, F.S.
History: Adopted 1992
Revised October 6, 2026

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SECTION 14: INSPECTIONS OF CONSUMER'S INSTALLATION: The District reserves the right to inspect and approve any ~~consumer~~Consumer installation prior to providing service and from time to time thereafter to ensure compliance with applicable laws, rules of the District, and rules and regulations affecting such installation. No changes or increases in any ~~consumer~~Consumer installation which will materially affect proper operation of District utility system shall be made by a ~~consumer~~Consumer without express written consent of the District Engineer and approval of the District Utilities Director. Consumer shall be responsible for the cost of making changes or repairs resulting from any unauthorized alteration, and the District may require payment or reimbursement thereto as a condition to continued service.

Specific Authority: 120.54, F.S., 190.011(5), F.S., 190.035, F.S.
Law Implemented: 120.54, F.S., 190.011(5), F.S., 190.035, F.S.
History: Adopted 1992
Revised October 6, 2026

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SECTION 15: PROTECTION OF DISTRICT PROPERTY: In the event of any damage to District property located upon ~~consumer~~Consumer's property which arise out of any act of ~~consumer~~Consumer or agents, employees or independent contractors upon the premises, the cost of repairs or replacement shall be the responsibility of the ~~consumer~~Consumer, and full payment or reimbursement to the District therefore may be a condition imposed by the District for the continuation of service.

Specific Authority: 120.54, F.S., 190.011(5), F.S., 190.035, F.S.
Law Implemented: 120.54, F.S., 190.011(5), F.S., 190.035, F.S.
History: Adopted 1992
Revised October 6, 2026

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SECTION 16: TERMINATION OF SERVICE ACCOUNT:

(a) It shall be the obligation of the ~~consumer~~Consumer to notify the District of circumstances for which termination of a service account is requested, which shall include rendering proper identification and legal documentation of termination of ownership or other interest in or to the property. After proper notification, the District shall have a reasonable time not to exceed three (3) business days in which to discontinue service. The ~~consumer~~Consumer shall be responsible for all service charges incurred to the final reading(s) and final billing for the property.#

(b) Consumer deposits shall be applied to balances due as provided in Section 9 of these policies. Insufficiency of deposits to cover delinquencies or final charges upon termination of service at any ~~consumer~~Consumer location shall, as to any applicant for service at such location, be governed by Section 6 (Withholding Service) of these policies.

Specific Authority: 120.54, F.S., 190.011(5), F.S., 190.035, F.S.
Law Implemented: 120.54, F.S., 190.011(5), F.S., 190.035, F.S.
History: Adopted 1992
Revised; May 7, 2013; October 6, 2026

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SECTION 17: RESUMPTION OF SERVICE:

(a) After termination or discontinuance of service as provided herein, the District may require as a condition precedent to service resumption payment in full and/or any reconnection fees, meter installation or removal and reinstallation costs, inspection costs, or other costs incident thereto in accordance with District's schedule of fees and costs for such services then in effect.

(b) Upon application by a property owner or a person authorized by the property owner, the District shall temporarily reconnect water service at a service location that has been shut off for a temporary reconnection fee of $25.00 as provided in Schedule F. Temporary reconnection of water service shall be furnished only for the purpose of home inspection and only upon signed application accepted by the District, and the conditions of the application are binding upon the ~~consumer~~Consumer as well as upon the District. Application must be made in the manner provided by the District Manager at least one business day prior to temporary reconnection of water service. Temporary reconnection of water service may be scheduled between the hours of 9:00 a.m. until 3:00 p.m. on a regular business day of the District.

Specific Authority:	120.54, F.S., 190.011(5), F.S., 190.035, F.S.
Law Implemented:	120.54, F.S., 190.011(5), F.S., 190.035, F.S.
History:	Adopted 1992
	Revised May 7, 2013; October 6, 2026

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SECTION 18: CONTINUITY OF SERVICE: The District will at all times use reasonable diligence to provide continuous service, and having used reasonable diligence, shall not be liable to the ~~consumer~~Consumer for failure or interruption of continuous service. The District shall not be liable for any act or omission caused directly or indirectly by strikes, labor troubles, accidents, litigation, breakdowns, shutdowns for repairs or adjustments, acts of sabotage, enemies of the United States, wars, governmental interference, acts of God or other causes beyond its control.

Specific Authority: 120.54, F.S., 190.011(5), F.S., 190.035, F.S.
Law Implemented: 120.54, F.S., 190.011(5), F.S., 190.035, F.S.
History: Adopted 1992
Revised October 6, 2026

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SECTION 19: MAINTENANCE AND STANDARDS: All pipes, conduits or other component parts of service installed in or upon the premises of a utility ~~consumer~~Consumer shall conform to District standards of type, quality, quantity, and regulations regarding installation. Consumer shall be responsible for maintaining all on site facilities in proper repair, and shall not alter or modify any interconnection of service without first notifying District and securing approval thereto in writing or by permission from an authorized representative of District's utility department. Unauthorized alteration or modification of any on site utility service interconnection may result in immediate termination of the affected service and repair or restoration by District or at its direction at the ~~consumer's~~Consumer's costs.

Specific Authority: 120.54, F.S., 190.011(5), F.S., 190.035, F.S.
Law Implemented: 120.54, F.S., 190.011(5), F.S., 190.035, F.S.
History: Adopted 1992
Revised October 6, 2026

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SECTION 20: METERS:

(a) Each ~~consumer~~Consumer of the District receiving potable water must have a water meter which measures flow and which is the ultimate basis for water charges. All water meters shall be furnished by, installed by and remain the property of the District and shall be accessible to and subject to its control. Meters are not transferable to another residence or business site.

(b) The ~~consumer~~Consumer shall provide meter space to the District at a suitable and readily accessible location and when the District considers it advisable, within the premises to be served, adequate and proper space for the installation of meters and other similar devices.

(c) Before a meter is installed, all meter fees, deposits, AFPI charges and connection fees being due must be paid.

(d) The meter to be furnished by the District shall be sized to be compatible with the existing line and main sizes according to District standards and specifications at the ~~consumer's~~Consumer's expense. The ~~consumer~~Consumer shall be required to provide a proper service connection and service line in accordance with the District standards and specification. Meter sizes, other than those originally specified or intended, shall be as approved by the District Engineer and the District Utilities Director.

(e) Consumers shall not have separate potable water meters for permanent irrigation service. All existing potable water meters installed for permanent irrigation service shall be phased out (1) within ninety days of December 15, 2009, if a District irrigation transmission main is within two hundred feet of the Consumer's property or (2) otherwise, by January 1, 2014.

(f) Consumers may have temporary potable water meters installed and shall pay for water service according to Schedule A, a deposit fee according to Schedule E, and any applicable miscellaneous fees according to Schedule F. If the temporary meter is damaged during ~~consumer's~~Consumer's use, the ~~consumer~~Consumer shall be responsible for the cost of the damage or replacement of the meter.

Specific Authority: 120.54, F.S., 190.011(5), F.S., 190.035, F.S.
Law Implemented: 120.54, F.S., 190.011(5), F.S., 190.035, F.S.
History: Adopted 1992
Revised December 15, 2009; May 7, 2013; October 6, 2026

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SECTION 21: ALL POTABLE WATER THROUGH METER; GOVERNMENT ENTITY IRRIGATION:

(a) That portion of the ~~consumer's~~Consumer's installation for potable water service shall be arranged so that all water service shall pass through the meter. No person shall make or cause to be made any connection with any main, service pipe, or other pipes, appliances or appurtenance used for or in connection with the District's potable water system in such manner as to cause to be supplied water from such plant to any faucet or other outlet whatsoever without such water passing through a meter provided by the District and used for measuring and registering the quantity of water passing through the same, or make or cause to be made, without the consent of the District, any connection with any such plant or any main, pipe service pipe or other instrument or appliance connected with such plant in such manner as to take or use, without the consent of the District, any water.

(b) With regard to the District's Irrigation Utility System, public facilities such as parks, schools, or any lands owned by a governmental entity have the option of providing onsite irrigation through the withdrawal of water from the District's stormwater management system in lieu of the mandatory connection to the District's effluent/surface water management irrigation system, subject to certain permit conditions as outlined in the permit issued by the South Florida Water Management District. The governmental entity availing itself of this option shall pay all permitting costs, capital and ongoing electrical and operation and maintenance costs in lieu of any monthly charge for irrigation water provided by the District. If irrigation water is required from the District's main irrigation system as a back-up or during repair periods, the commercial charges contained within Chapter III for irrigation water will be billed based upon the number of days such use is required or the metered consumption, if available.

Specific Authority: 120.54, F.S., 190.011(5), F.S., 190.035, F.S.
Law Implemented: 120.54, F.S., 190.011(5), F.S., 190.035, F.S.
History: Adopted 1992
Revised June 11, 1996; December 15, 2009; October 6, 2026

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SECTION 22: METER TESTING: The District reserves the right to remove the meter and check, repair, or replace it at any time at no cost to the ~~consumer~~Consumer. Should a ~~consumer~~Consumer desire the meter at the ~~consumer's~~Consumer's property to be checked at any time, the ~~consumer~~Consumer may have this work done by submitting a request to the District. Should the meter be tested and found to be registering over five percent (5%) more than is actually used, then the last three (3) months = service bill will be adjusted accordingly (or if the account has been open a lesser period, then the service bill(s) for that period will be adjusted accordingly), the meter will be repaired or replaced, and no meter testing fee will be charged. In any other case, the District shall charge a fee for meter testing in accordance with the rate schedules of the District in effect at the time of such testing.

Specific Authority: 120.54, F.S., 190.011(5), F.S., 190.035, F.S.
Law Implemented: 120.54, F.S., 190.011(5), F.S., 190.035, F.S.
History: Adopted 1992
Revised May 7, 2013; October 6, 2026

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SECTION 23: DAMAGING, TAMPERING WITH, OR ALTERING FACILITIES OF UTILITY PLANT OR SYSTEM:

(a) No person shall damage or knowingly cause to be damaged any meter or water, wastewater, or irrigation pipe or fittings connected with or belonging to a District water, wastewater, or irrigation system, or tamper or meddle with any meter or other appliance or any part of such system in such a manner as to cause loss or damage to the District; prevent any meter installed for registering water from registering the quantity which otherwise would pass through the same; alter the index or break the seal of any such meter; in any way hinder or interfere with the proper action or just registration of any such meter; fraudulently use, waste or suffer the loss of water passing through any such meter, pipe or fitting, or other appliance or appurtenance connection with or belonging to such system after such meter, pipe, fitting, appliance or appurtenance has been tampered with, injured or altered.

(b) If a Consumer tampers with, alters, or damages a District meter or any other component of the District's water, wastewater, or irrigation system, the Consumer shall be charged a tampering fee in accordance with Schedule F of these policies, in addition to the cost of repair or replacement of the meter or component and any other penalties or remedies available to the District under this Chapter.

Specific Authority: 120.54, F.S., 190.011(5), F.S., 190.035, F.S.
Law Implemented: 120.54, F.S., 190.011(5), F.S., 190.035, F.S.
History: Adopted 1992
Revised May 7, 2013; October 6, 2026

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SECTION 24: PRIVATE FIRE SERVICE CONNECTION:

(a) A private fire service connection is to be used for fire purposes only and is to have no connection whatsoever with any service lines that may be used for other than fire purposes, and because of the danger of pollution, shall have no connection with any other source of supply with the exception in case a tank or fire pump is installed as secondary supply. There shall be a backflow preventer installed by the ~~consumer~~Consumer at his expense in each District connection to prevent the water from these secondary supplies from flowing into the District mains.

(b) The ~~consumer~~Consumer shall not draw any water whatsoever through this connection for any purpose except the extinguishing of fires, or for periodic tests of the fire system, which tests shall be made in the presence of a representative of the District. Any authorized representative of the District shall have free access to the building at any reasonable time for the purpose of inspecting any of the equipment.

(c) The ~~consumer~~Consumer shall set in this connection at the point of delivery, a weighted check valve fitted with a by-pass on which shall be set a meter, installed by District at ~~consumer's~~Consumer's expense, the purpose of which shall be to indicate whether or not water is being used through this connection and for the further purpose of showing any leakage, if same exists. All meters shall become the property of the District.

(d) Violation by the ~~consumer~~Consumer of any of the regulations in this section shall justify the District to disconnect said pipe or pipes, or stop the flow of water through same.

(e) The right is reserved by the District to shut off the supply at any time in case of accident, or to make alterations, extensions, connections, or repairs and if possible, the District agrees to give due and ample notice of such shut-off.

(f) The District does not make any guarantee as to a certain pressure in the pipe or in the main supplying same, and shall not be, under any circumstances held liable for loss or damage to the owner for a deficiency or failure in the supply of water, whether occasioned by shutting off of water in case of accident or alteration, extensions, connections or repairs, or for any cause whatsoever.

(g) When fire line valves or connections are used in case of fire or for any other reason whatsoever, the ~~consumer~~Consumer shall immediately notify the District and the District shall forthwith reseal the used valves or connections.

Specific Authority: 120.54, F.S., 190.011(5), F.S., 190.035, F.S.
Law Implemented: 120.54, F.S., 190.011(5), F.S., 190.035, F.S.
History: Adopted 1992
Revised May 7, 2013; October 6, 2026

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SECTION 25: TERMINATION OF SERVICE:

(a) All utility service shall be pursuant to proper permit or application, which procedure accords the District the opportunity to provide for orderly expansion of facilities and regulation thereof in a manner calculated to ensure continuous service to all ~~consumers~~Consumers. Inherent in this obligation is the governmental prerogative of necessity to terminate consumption which is adverse to the continuous, orderly and uninterrupted operation and maintenance of its utility service. Accordingly, the District reserves the right by unilateral act in its sole discretion to refuse service, or to terminate service temporarily, or to discontinue service in all instances when conditions exist which would constitute an emergency of public concern, or when the providing of any service would constitute a threat to the safety, health or welfare of ~~consumers~~ Consumers generally or a significant portion of the ~~consumer~~Consumer population.

(b) When discontinuance or termination of service can be remedied by an act of the ~~consumer~~Consumer, the District shall provide notice of remedial action to the ~~consumer~~Consumer in order that service may be continued uninterrupted. Acts considered to be remedial by the ~~consumer~~Consumer, and for which service may be temporarily terminated, discontinued, or interrupted are the following:

(i) Failure to pay a bill for utility service that is past the Past Due Date.

(ii) Failure of ~~consumer~~Consumer to meet provisions of agreements with the District.

(iii) Failure to correct deficiencies in piping or other components upon ~~consumer's~~Consumer's property after reasonable notice thereof.

(iv) Use of service for any other property or purpose than described in the permit or application.

(c) The District reserves the right by unilateral act in its sole discretion to refuse service, terminate service temporarily, or to discontinue service without notice under the following circumstances:

(i) Causing, or allowing to exist, a hazardous condition with respect to the location, use of, or access to any utility service or component.

(ii) Alteration or modification of any transmission or metering component or device used in providing any utility service to the ~~consumer~~Consumer. Any such unauthorized use, if fraudulent, may result in criminal prosecution and may result in restitution of revenue lost to the District as a condition to restoration of service, including costs of repair or restoration of any meters or components to normal service condition, as shall be determined by the District.

(iii) Total or partial destruction of, or abandonment of, any structure, including any vacancy for a duration which, in the District's opinion, may create a hazardous or unsafe condition or constitute a nuisance.

(d) If service is terminated, resumption of service shall be accomplished in accordance with District policy upon the ~~consumer~~Consumer making a request for resumption of ser-

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vice after having cured the action that caused the District to terminate service and having paid all applicable penalties or other fees due and owing to the District.

Specific Authority:	120.54, F.S., 190.011(5), F.S., 190.035, F.S.
Law Implemented:	120.54, F.S., 190.011(5), F.S., 190.035, F.S.
History:	Adopted 1992
	Revised December 15, 2009, May 7, 2013; October 6, 2026

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SECTION 26: AMENDMENTS TO RATE SCHEDULES: Rate schedules are attached to these policies as exhibits, being identified as: Schedule "A." Water and Wastewater Rates and Charges; Schedule "B." Water and Wastewater Service Availability Fees and Calculations; Schedule "C." Water and Wastewater Meter and Inspection Fees; Schedule "D." Irrigation Water Rates and Charges; Schedule "E." Water, Wastewater, and Irrigation Service Deposits; Schedule "F." Miscellaneous Service Charges; and Schedule "G." BOD and TSS COSTs for Calculating Excess Strength Surcharges. These rate schedules and charges may be amended from time to time by rule of the Board of Supervisors adopted in compliance with the procedures set forth in Section 120.54, Florida Statutes. When enacted, such Rules amending the rate schedules shall become exhibits to these policies.

Specific Authority: 120.54, F.S., 190.011(5), F.S., 190.035, F.S.
Law Implemented: 120.54, F.S., 190.011(5), F.S., 190.035, F.S.
History: Adopted 1992
Revised July 13, 2004; August 7, 2007; October 21, 2008; May 7, 2013

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PART II. WATER, WASTEWATER, AND IRRIGATION UTILITY SERVICE

SECTION 27: GENERAL; DECLARATION OF POLICY:

(a) The District owns, operates, and maintains water treatment and distribution and sewage collection, also treatment and disposal systems which serve residents within the District.

(b) New development may require the extension of mains to provide service, as well as expansion of facilities to accommodate new development. In some instances, the District in anticipation of expansion of its system due to growth and development has already provided mains for services thereof.

(c) The cost of providing extensions, modifications, and expansions of facilities is to be borne by property owners, builders, or developers within the District's area to defray the costs of these extensions, modifications, and expansions. The allocable share of each is to be charged as described herein.

(d) It is the declared policy of the District by this Rule to establish a uniform method of determining charges for availability of services so that all such contributions shall be non-discriminatory among the various ~~consumer~~Consumers served by the District's systems and shall be applied as nearly as possible with uniformity to all ~~consumer~~Consumers and prospective ~~consumer~~Consumers within the District's service areas.

(e) The District specifically reserves it rights to fix and determine rates, fees, charges and contributions required for the provisions, consumption, operation, maintenance, extension, and expansion of its utility services as provided herein and as authorized by law.

(f) Each ~~consumer~~Consumer is hereby notified that the District, in the exercise of its governmental responsibility to provide for the welfare of all ~~consumer~~Consumers of its utility service, has the authority and responsibility to amend its schedules of rates, fees, charges, and contributions from time to time to ensure the perpetuation of service.

Specific Authority: 120.54, F.S., 190.011(5), F.S., 190.035, F.S.
Law Implemented: 120.54, F.S., 190.011(5), F.S., 190.035, F.S.
History: Adopted 1992
Revised May 7, 2013; October 6, 2026

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SECTION 28: EASEMENTS AND RIGHTS-OF-WAY:

(a) As a prerequisite to the construction of any water distribution or sewage collection system proposed to be connected to the facilities of the District, the developer shall agree to grant to the District such easements or rights of way corresponding with the installation of the proposed facilities. Such grant or conveyance shall be in the form satisfactory to the District. Such conveyances, when located on the property of developer, shall be made without cost to the District. The District reserves the right to require such easement or right of way to the point at which the meter is proposed to be installed or at the point of delivery of service, being the point at which the facilities of the District joins with the ~~consumers~~Consumers. Such easements and right of way shall be conveyed and accepted upon completion, approval, and acceptance of the work done by the developer.

(b) The District has the right to enter any and all District utility easements and rights of way to install, maintain, operate, repair, replace, or renew District utility facilities (collectively, "District Utility Work"). All landscaping and improvements planted or constructed within the boundaries of any District utility easement or right of way are the responsibility and liability of the property owner. Any damage caused to a District utility facility by such landscaping or improvement shall be the responsibility and liability of the property owner.

(c) All landscaping and improvements in District utility easements or rights of way are subject to removal, at the expense of the property owner, if and when such landscaping or improvements interfere with District Utility Work. Except as provided in paragraph (d) of this Section 28, the District shall in no way be liable for damage to landscaping or improvements as a result of District Utility Work within a District utility easement or right of way.

(d) If District Utility Work within a District utility easement or right of way results in the removal of or damage to landscaping or improvements, the District will make reasonable effort to restore such landscaping or improvements if and only if all of the following conditions apply:

(i) Restoration of such landscaping or improvements will not create any unnecessary risk of future damage to District utility facilities;

(ii) The District Utility Work was not the result of damage to a District utility facility caused, directly or indirectly, by either (A) such landscaping or improvements or (B) the act or conduct of any person or entity not affiliated with the District; and

(iii) The plat, easement, or other instrument by which the District received such utility easement expressly limited the District's right to perform District Utility

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Work upon the specific condition that such landscaping or improvements be restored.

Specific Authority:	120.54, F.S., 190.011(5), F.S., 190.035, F.S.
Law Implemented:	120.54, F.S., 190.011(5), F.S., 190.035, F.S.
History:	Adopted 1992
	Revised August 18, 2009; May 7, 2013; October 6, 2026

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SECTION 29: INSPECTION:

(a) The District shall inspect the installation of all water distribution or sewage collection facilities installed by developer or developer's contractors, which facilities are proposed to be transferred to District ownership, operation, and control.

(b) In the event that gravity wastewater facilities are to remain under ownership, operation and control of the developer as a private system, the District reserves the right to inspect the installation of the gravity sewage collection facilities for the purpose of determining if the system has excessive infiltration. These systems must meet the same infiltration criteria as that of District owned systems. Such inspections are intended to assure that water and wastewater lines and/or lift stations are installed in accordance with approved designs and are further consistent with the criteria and specifications governing the kind and quality of such installation.

(c) Representatives of the District may be present at tests of component parts of water distribution or sewage collections systems for the purpose of determining that the system, as constructed, conforms to District's criteria for exfiltration, infiltration, pressure testing, line and grade. Such tests will be performed by developer or developer's contractor, but only under the direct supervision of the engineer of record or his authorized inspector. The results of such testing shall be certified by the engineer of record. The District shall be notified at least 48 hours prior to any inspections or testing performed in accordance with these regulations.

Specific Authority: 120.54, F.S., 190.011(5), F.S., 190.035, F.S.
Law Implemented: 120.54, F.S., 190.011(5), F.S., 190.035, F.S.
History: Adopted 1992
Revised May 7, 2013

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SECTION 30: TRANSFER OF CONTRIBUTED PROPERTY; BILLS-OF-SALE:

(a) Each developer who has constructed portions of the water distribution and sewage collection system prior to interconnection with the District's existing facilities, shall convey such component parts of water distribution and sewage collection system to the District by bill of sale in form satisfactory to the District, together with such evidence as may be required by the District that the water distribution and sewage collection system proposed to be transferred to the District is free of all liens and encumbrances.

(b) Any facilities in the category of ~~consumer's~~Consumer's lines, plumber's lines or ~~consumer's~~Consumer's installation, located on the discharge side of the water meter or on the ~~consumer's~~Consumer's side of the point of delivery of service shall not be transferred to the District and shall remain the property of the developer, a subsequent owner-occupant, or their successors and assigns. Such ~~consumer's~~Consumer's lines, plumber's lines, or ~~consumer's~~Consumer's installation shall remain the maintenance responsibility of the developer or subsequent consumers.

(c) The District shall not be required to accept title to any component part of the water distribution or sewage collection system as constructed by the developer until the District Engineer has approved the construction of such lines and accepted the tests to determine that such construction is in accordance with the criteria established by District, and the Board of Supervisors has approved acceptance of such lines for the District's ownership, operation, and maintenance.

(d) The developer shall maintain accurate cost records establishing the construction costs of all utility facilities constructed by the developer and proposed to be transferred to the District. Such cost information shall be furnished to the District concurrently with the bill-of-sale and such cost information shall be a prerequisite to the acceptance by the District of any portion of the water distribution, sewage collection, and irrigation distribution system constructed by the developer.

(e) The District may refuse connection and deny the commencement of service to any ~~consumer~~Consumer seeking to be connected to portions of the water distribution, sewage collection, and irrigation distribution system installed by the developer until such time as the provisions of this section have been fully met by the developer or the developer's successors or assigns.

Specific Authority: 120.54, F.S., 190.011(5), F.S., 190.035, F.S.
Law Implemented: 120.54, F.S., 190.011(5), F.S., 190.035, F.S.
History: Adopted 1992
Revised May 7, 2013; October 6, 2026

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SECTION 31: IMPROVEMENTS AND EXTENSIONS TO WATER DISTRIBUTION, SEWAGE COLLECTION, AND IRRIGATION DISTRIBUTION SYSTEM:

(a) The location, size, or proposed density of a developer's property may make utility service to the property dependent upon extension of water distribution, sewage collection, and irrigation distribution facilities as defined in these policies.

(b) A developer may advance funds to the District pursuant to a developer's agreement with the District; or in the alternative the developer may contribute funds to the District that will be non-reimbursable so that the District may design, construct, inspect, and thereafter operate and maintain such improvements and extensions.

(c) If the developer chooses the latter method, the facilities will be designed, at the sole expense of the developer, in accordance with an engineering design agreement with the District. Upon the completion of the design and approval by the District, the District will solicit competitive bids, again at the sole expense of the developer. Upon receipt from the developer of the bid amount plus twenty percent (20%) for engineering, legal, and contingencies, the District will award a contract to the lowest responsible bidder and proceed to construct the improvements as identified in the approved plans and specifications.

Specific Authority: 120.54, F.S., 190.011(5), F.S., 190.035, F.S.
Law Implemented: 120.54, F.S., 190.011(5), F.S., 190.035, F.S.
History: Adopted 1992
Revised May 7, 2013

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SECTION 32: UTILITY INSPECTION FEES: The cost of engineering inspection of any improvements required as provided in Section 31 of these policies shall be paid by the developer at the time the Florida Department of Environmental Protection ("DEP") application is executed by the District, the amount of the fee to be computed as shown in Schedule "C." Charges shall be due and payable at time of execution of the DEP construction permit or as specified in a Developer Agreement entered as provided in Section 31 of these policies.

Specific Authority: 120.54, F.S., 190.011(5), F.S., 190.035, F.S.
Law Implemented: 120.54, F.S., 190.011(5), F.S., 190.035, F.S.
History: Adopted 1992
Revised May 7, 2013

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SECTION 33: REFUNDABLE ADVANCES:

(a) The District may require, in addition to the contribution provisions set forth herein, a refundable advance by developer to further temporarily defray the cost of any off-site extension of water and/or wastewater mains and pumping stations necessary to connect the developer's property with the terminus of the District's water and wastewater facilities adequate in size to provide service to the subject property. However, this Rule recognizes instances in which a developer may be required to advance the hydraulic share applicable to other undeveloped property in order that off-site facilities may be constructed to serve developer's property and at the same time be sized in accordance with the District's master plan.

(b) All amounts expended by developer, over and above developer's hydraulic share for off-site facilities and shall be refunded to developer in accordance with the terms and conditions of a refunding agreement which the District will execute with developer. The refunding agreement shall provide for a plan of refund based upon the connection of other properties, to the extent of their hydraulic share, which properties will be served by the off-site facilities installed by developer.

(c) Notwithstanding the provisions of this section, the District will limit the life of such refund agreement to a term of not more than five (5) years or until such time as the utility system is sold to another entity, after which time any portion of the refund not made to the developer by the terms and conditions of the refund agreement will have lapsed and thereafter, such refund agreement will be canceled.

(d) In no event shall developer recover an amount greater than the difference between the capitalized cost of such off-site improvements and developer's own hydraulic share of such improvements. The District shall not include any interest upon the refund of developer's advance.

Specific Authority: 120.54, F.S., 190.011(5), F.S., 190.035, F.S.
Law Implemented: 120.54, F.S., 190.011(5), F.S., 190.035, F.S.
History: Adopted 1992
Revised May 7, 2013

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SECTION 34: REQUIREMENTS FOR PRIVATELY MAINTAINED LIFT STATIONS: Privately maintained lift stations within the boundaries of the District, if approved by the District Board of Supervisors through its work authorization process, shall be required to meet the following conditions:

(a) Applicants requesting approval of privately maintained lift stations within the District shall submit a signed one (1) year maintenance agreement with a qualified contractor. The maintenance agreement shall provide for monthly inspections to include written reports detailing hours of pump operation during the month as well as the inspection of electrical connections, float operation, and grease buildup.

(b) Not less than forty-five (45) days prior to expiration of the maintenance agreement, the applicant shall provide the District with a renewed maintenance agreement for each subsequent year that the station will remain in operation.

(c) Copies of the monthly inspection reports shall be submitted to the District for its records.

(d) Notwithstanding the District's right to make unannounced inspection throughout the year at no charge to the applicant, the District will make one (1) yearly inspection of the station and bill the ~~customer~~ Consumer a charge of $~~100.00~~150.00.

(e) Should the District be required to perform maintenance on a privately maintained lift station due to the failure of the owner's or applicant's contractor to respond to a request for service, or due to a lift station condition that the District, in its sole discretion, deems potentially hazardous, the owner will be invoiced service time equivalent to the time and material expended by the District staff or District contractors. Charges for such work will be invoiced on the monthly District water and wastewater services invoice.

Specific Authority: 120.54, F.S., 190.011(5), F.S.
Law Implemented: 120.54, F.S., 190.011(5), F.S.
History: Adopted September 9, 2003
Revised May 7, 2013; October 6, 2026

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SECTION 35: IRRIGATION WATER SERVICE USAGE REQUIREMENTS; PENALTIES FOR VIOLATIONS: All ~~consumer~~Consumers of irrigation ~~water~~ shall comply with and be subject to the following requirements:

(a) Each ~~consumer~~Consumer shall be required to maintain an operable timer and valve control ("Irrigation Timer"), at a point on the ~~consumer's~~Consumer's irrigation water service line located upstream of the point of any irrigation fixture, that is capable of activating and deactivating irrigation water service at the ~~consumer's~~Consumer's service address in accordance with the requirements of this section.

(b) Each ~~consumer~~Consumer shall be permitted to activate irrigation water service two (2) days per week (each an "Irrigation Day") during a specific time period assigned to the ~~consumer~~Consumer ("Irrigation Hours").

(c) For each ~~consumer~~Consumer the Irrigation Days shall be according to the Irrigation Schedule.

(d) Each ~~consumer~~Consumer shall be assigned and receive a schedule setting forth the Irrigation Days and Irrigation Hours for the ~~consumer's~~Consumer's service address ("Irrigation Schedule"). Each Irrigation Schedule shall be printed on a waterproof label and shall be affixed to the Irrigation Timer at the ~~consumer's~~Consumer's service address.

(e) The ~~consumer's~~Consumer's Irrigation Schedule may be restricted during periods of water shortage. Ten (10) days advance notice of such restriction will be provided on the ~~consumer's~~Consumer's bill and posted on the District's website.

(f) No ~~consumer~~Consumer shall be permitted to access irrigation water service during any period except those periods specifically set forth on the Irrigation Schedule affixed to the Irrigation Timer at the ~~consumer's~~Consumer's service address. Any ~~consumer~~Consumer who accesses irrigation water service during any period outside the Irrigation Schedule for the ~~consumer's~~Consumer's service address without written authorization from the District Manager or designee shall be subject to:

(i) A warning notice for a single offense within any twenty-four (24) month period.

(ii) If a second offense occurs within twenty-four (24) months of issuance of a warning notice for a first offense, a penalty charge of $50.00 will be assessed.

(iii) If a third or subsequent offense occurs within any twenty-four (24) month period, a penalty charge of $100.00 per offense will be assessed.

(g) Penalty charges assessed in accordance with this section shall be billed and collected in the same manner as other utility fees and charges provided for in these operating policies.

Specific Authority: 120.54, F.S., 190.011(5), F.S.
Law Implemented: 120.54, F.S., 190.011(5), F.S.
History: Adopted July 13, 2004
Revised December 15, 2009, May 7, 2013; October 6, 2026

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SECTION 36: WATER AND WASTEWATER SERVICE AVAILABILITY FEES; CALCULATION: Water and wastewater service availability fees, which include the sum of the connection charges and the AFPI fees, are adopted and established as provided in Schedule B, subject to periodic amendment, for the purpose of financing capital expenditures and the payment of District indebtedness associated with the expansion of the District's water supply, treatment, and distribution and wastewater collection, treatment, and disposal System.

(a) All service availability fees shall be determined as provided in Schedule B at the time of initially connecting the System to the property of a ~~consumer~~Consumer.

(b) The Board of Supervisors, in its discretion, may grant to any ~~consumer~~Consumer a credit against all or a portion of the service availability fees due from such ~~consumer~~Consumer if and to the extent that the Board determines to accept a permanent contribution in aid of construction of the System. To be considered for credit, any such contribution must be (i) related to the System and (ii) have a value to the System not less than the amount of the credit being granted. Any such credit against service availability fees due from a ~~consumer~~Consumer shall be set forth in a written developer's agreement between the District and the ~~consumer~~Consumer as approved by the Board.

(c) The District reserves the right to review and monitor at any time actual flows in comparison to the flows expected to be generated by the ERC value calculated as provided in Schedule B and upon which service availability fees were calculated and paid to the District. For purposes of this section, "actual flows" shall be the maximum average daily flows generated during three (3) consecutive months during any twelve (12) month period following the date that the ~~consumer~~Consumer has connected to the System. If actual flows exceed the expected flows by more than five percent (5%) and by at least two (2) ERCs, then the ~~consumer~~Consumer shall promptly pay additional service availability fees for the excess flow, calculated as provided in Schedule B. If additional service availability fees are not paid when due, such charges shall be subject to penalty late charges and collection procedures for delinquent bills. Review and monitoring of actual flows may be conducted on more than one occasion at any utility service location, and in particular when a change of use has occurred at such location.

Specific Authority: 120.54, F.S., 190.011(5), F.S., 190.035, F.S.
Law Implemented: 120.54, F.S., 190.011(5), F.S., 190.035, F.S.
History: Adopted August 7, 2007
Revised October 21, 2008; January 9, 2024; October 6, 2026

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SECTION 37: IDENTITY THEFT PREVENTION PROGRAM

(a) PROGRAM ADOPTION. The District developed this Identity Theft Prevention Program ("Program") pursuant to the Federal Trade Commission's Red Flag Rule ("Rule"), which implements Section 114 of the Fair and Accurate Credit Transactions Act of 2003. 16 C. F. R. § 681.2. After consideration of the size and complexity of the Utility's operations and account systems, and the nature and scope of the Utility's activities, the Board of Supervisors determined that this Program was appropriate for the District, and therefore adopted this Program on April 21, 2009, in accordance with the rule-making provisions in Chapter 120, Florida Statutes.

(b) PROGRAM PURPOSE AND DEFINITIONS.

(i) Fulfilling requirements of the Red Flag Rule. Under the Rule, every financial institution and creditor is required to establish an "Identity Theft Prevention Program" tailored to the size, complexity and nature of its operation. Each program must contain reasonable policies and procedures to:

1. Identify relevant Red Flags for new and existing covered accounts and incorporate those Red Flags into the Program;

2. Detect Red Flags that have been incorporated into the Program;

3. Respond appropriately to any Red Flags that are detected to prevent and mitigate Identity Theft; and

4. Ensure the Program is updated periodically, to reflect changes in risks to ~~customers~~ Consumers or to the safety and soundness of the creditor from Identity Theft.

(ii) Red Flag Rule definitions used in this Program. The Rule defines "Identity Theft" as "fraud committed using the identifying information of another person" and a "Red Flag" as "a pattern, practice, or specific activity that indicates the possible existence of Identity Theft." A municipal utility is a creditor subject to the Rule's requirements. The Rule defines creditors "to include finance companies, automobile dealers, mortgage brokers, utility companies, and telecommunications companies, and when a non-profit or government entity defers payment for goods or services, it, too, is considered a creditor." All of the District's accounts that are individual utility service accounts held by ~~customers~~ Consumers of the utility, whether residential, commercial, or industrial, are covered by the Rule. Under the Rule, a "covered account" is:

1. Any account the District offers or maintains primarily for personal, family, or household purposes, that involves multiple payments or transactions; and

2. Any other account the District offers or maintains for which there is a reasonably foreseeable risk to ~~customers~~ Consumers or to the safety and soundness of the District from Identity Theft.

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"Identifying information" is defined under the Rule as "any name or number that may be used, alone or in conjunction with any other information, to identify a specific person," including: name, address, telephone number, ~~social security number, date of birth,~~ government-issued driver's license or identification number, alien registration number, government passport number, employer or taxpayer identification number, unique electronic identification number, computer's Internet Protocol address, or routing code.

(c) IDENTIFICATION OF RED FLAGS. In order to identify relevant Red Flags, the District considers the types of accounts that it offers and maintains, the methods it provides to open its accounts, the methods it provides to access its accounts, and its previous experiences with Identity Theft. The District identifies the following Red Flags and will train appropriate staff to recognize these Red Flags as they are encountered in the ordinary course of the District's utility system operations:

(i) Alerts, Notifications and Warnings From Credit Reporting Agencies—Red Flags.

1. Report of fraud accompanying a credit report;

2. Notice or report from a credit agency of a credit freeze on a ~~customer~~ Consumer or applicant;

3. Notice or report from a credit agency of an active duty alert for an applicant;

4. Notice or report from a credit agency of an address discrepancy; and

5. Indication from a credit report of activity that is inconsistent with a ~~customer's~~ Consumer's usual pattern or activity, such as an unusual increase in the volume of credit inquiries, unusual increase in the number of established credit relationships, or a material change in the use of credit.

(ii) Suspicious Documents—Red Flags.

1. Identification document or card that appears to be forged, altered or inauthentic;

2. Identification document or card on which a person's photograph or physical description is not consistent with the person presenting the document;

3. Other information on identification document is not consistent with information provided by the person opening a new covered account, by the ~~customer~~ person presenting the identification, or with existing ~~customer~~ Consumer information on file with the creditor (such as a signature card or recent check); and

4. Application for service that appears to have been altered or forged.

(iii) Suspicious Personal Identifying Information—Red Flags.

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1. Identifying information presented that is inconsistent with other information ~~the customer~~ a person provides~~, for instance, where there is a lack of correlation between the social security number range and the date of birth~~ ;

2. Identifying information presented that is inconsistent with external sources of information~~, for instance, an address does not match a consumer report or a social security number is listed in the Social Security Administration's Death Master File~~;

3. Identifying information presented is associated with common types of fraudulent activity, such as use of a fictitious billing address or phone number;

4. Identifying information presented that is consistent with known fraudulent activity, such as presentation of an invalid phone number or fictitious billing address used in previous fraudulent activity;

~~5. Social security number presented that is the same as one given by another customer;~~

6. An address or phone number presented that is the same as that of another person;

7. A person fails to provide complete personal identifying information on an application when reminded to do so ~~(however, by law, social security numbers must not be required)~~; and

8. A person's identifying information is not consistent with the information that is on file ~~for the customer~~.

(iv) Suspicious Account Activity or Unusual Use of Account—Red Flags.

1. Change of address for an account followed by a request to change the account holder's name;

2. Payments stop on an otherwise consistently up-to-date account;

3. Account used in a way that is not consistent with prior use (example: very high activity);

4. Mail sent to the account holder is repeatedly returned as undeliverable;

5. Notice to the Utility that a ~~customer~~ Consumer is not receiving mail sent by the Utility;

6. Notice to the Utility that an account has unauthorized activity;

7. Breach in the Utility's computer system security; and

8. Unauthorized access to or use of ~~customer~~ Consumer account information.

(v) Alerts from Others—Red Flag. Notice to the District from a ~~customer~~Consumer, identity theft victim, law enforcement, or other person that it has opened or is maintaining a fraudulent account for a person engaged in Identity Theft.

(d) PREVENTING AND MITIGATING IDENTITY THEFT. In the event District utility system personnel detect any identified Red Flags, such personnel must contact the District

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Manager or designee. The District Manager or designee will then decide which of the following steps should be taken:

~~1.~~(i) Continue to monitor an account for evidence of Identity Theft;

~~2.~~(ii) Contact the ~~customer~~Consumer;

~~3.~~(iii) Change any passwords or other security devices that permit access to accounts;

~~4.~~(iv) Not open a new account;

~~5.~~(v) Close an existing account;

~~6.~~(vi) Reopen an account with a new number;

~~7.~~(vii) Notify law enforcement; or

~~8.~~(viii) Determine that no response is warranted under the particular circumstances.

(e) PROGRAM UPDATES. The District Manager shall serve as Program Administrator. The Program Administrator will periodically review and update this Program to reflect changes in risks to ~~customers~~ Consumers and the soundness of the District's utility system operations from Identity Theft. In doing so, the Program Administrator will consider the District's experiences with Identity Theft situations, changes in Identity Theft methods, changes in Identity Theft detection and prevention methods, and changes in the District's business arrangements with other entities. After considering these factors, the Program Administrator will determine whether changes to the Program, including the listing of Red Flags, are warranted. If warranted, the District Manager as Program Administrator will present the District Board of Supervisors with the recommended changes and the Board of Supervisors will make a determination of whether to accept, modify, or reject those changes to the Program. Amendments to the Program will be made in accordance with the rulemaking procedures in Chapter 120, Florida Statutes.

(f) PROGRAM ADMINISTRATION.

(i) Oversight. Responsibility for developing, implementing, and updating this Program lies with the District Manager as Program Administrator. The Program Administrator will be responsible for the Program's administration, for ensuring appropriate training of the District's utility system staff, for reviewing any staff reports regarding the detection of Red Flags and the steps for preventing and mitigating Identity Theft, for determining which steps of prevention and mitigation should be taken in particular circumstances, and for considering periodic changes to the Program.

(ii) Staff Training and Reports. District utility system staff responsible for implementing the Program shall be trained either by or under the direction of the Program Administrator in the detection of Red Flags and the responsive steps to be taken when a Red Flag is detected. Staff should prepare a report at least annually for the Program Administrator, including an evaluation of the effectiveness of the Program with respect to opening accounts, existing covered accounts, service provider arrangements, significant incidents involving identity theft and responses, and recommendations for changes to the

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Program.

(iii) Service Provider Arrangements. In the event the Utility engages a service provider to perform an activity in connection with one or more accounts, the District shall take all reasonable following steps to ensure that the service provider performs its activity in accordance with reasonable policies and procedures designed to detect, prevent, and mitigate the risk of Identity Theft, including ~~by~~but not limited to the following:

1. If credit card or e-check payments made over the internet and the telephone are processed through a third party service provider, such provider shall ~~certify that it has an adequate Identity Theft Program in place that is applicable to such payments~~be certified as a compliant Service Provide with the current version of the Payment Card Industry Data Security Standard (PCI DSS) and listed with credit card companies as a Compliant Registered Service Provider;

2. All credit card payments made ~~by telephone or via the District's website~~ in the office through a third party service provider payment terminal shall be posted~~entered~~ directly into the ~~customer's~~Consumer's utility account ~~file~~that is maintained in the Cloud by the service provider~~within the District's electronic database~~; and

3. Account statements and receipts for covered accounts payments do not ~~shall~~ include ~~only the last four digits of~~ the credit~~, or~~ debit card nor bank account number~~used for payment of the covered amount~~.

Specific Authority: 120.54, F.S., 190.011(5), F.S., 190.035,F.S.

Law Implemented: 16 C.F.R. § 681.2

History Adopted December 15, 2009

Revised May 7, 2013 ; October 6, 2026

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SECTION 38: WATER CONSERVATION REBATE PROGRAM:

(a) To encourage the conservation of water, the District shall provide rebates for District ~~customers~~ Consumers replacing existing, higher consumption toilets and shower heads with new, standard low consumption toilets and shower heads in their households or places of business, as provided herein.

(b) Rebate amounts shall be as follows:

(i) $100.00 per new, standard low consumption toilet, and

(ii) $10.00 per new, standard low consumption shower head.

Notwithstanding the foregoing, rebate payments shall be limited to the actual purchase price if that price is less. The District will mail the rebate check within (6) weeks from the date of application subject to funding availability.

(c) In order to receive a rebate, the ~~customer~~ Consumer must complete an application (available at the District Office and on-line on the District's website), attach the original sales receipt or itemized plumber's invoice showing the date of purchase, and return to the District Office by U.S. Mail or in person. Applications will be date and time stamped when received.

(d) The following eligibility requirements shall apply to this rebate offer:

(i) The toilets and/or shower heads must be installed in a location served by the District.

(ii) A representative of the District must be permitted to inspect the property to verify installation.

(iii) New construction projects and remodeling projects requiring a building permit do not qualify for rebates.

(iv) Rebates for toilets are only available for replacing higher consumption, existing toilets that use 3.5 gallons of flush or more with new, standard low consumption toilets that use 1.6 gallons of flush or less. Rebates for shower heads are only available for replacing higher consumption, existing shower heads that use 5 gallons per minute or more with new, standard low consumption shower heads that use 1.5 gallons per minute or less. Rebates are not available for the replacement of another low consumption toilet or low consumption shower head.

(v) Rebates are limited to two (2) toilets and two (2) showers per household or business for the lifetime of the service location (regardless of a change in ownership of the service location).

(vi) The rebate application must be received by the District within ninety (90) days of the date of purchase, as shown on the sales receipt or itemized plumber's invoice; however, this restriction shall not apply to purchases made between July 1, 2009 and December 15, 2009.

(e) The following restrictions shall apply to this rebate offer:

(i) The rebate does not apply to sales tax, seat, fittings, or installation charges.

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(ii) The District reserves the right to withhold payment of any rebate until any identified problems with the application are resolved. The District may terminate a rebate, in whole or in part, due to the recipient's failure to fulfill the requirements of this policy.

(iii) The rebates are subject to funding availability. The District shall budget a certain amount each year for the rebate program. Any qualifying applications for rebates that exceed the funds budgeted for the rebate program for that fiscal year shall be carried over to the next fiscal year. Rebates will be paid on a first come, first serve basis. Notwithstanding the foregoing, the District may cancel the rebate program at any time, prior to payment, without notice by not continuing to fund the program in its budget.

(iv) If the ~~customer~~ Consumer is in default of any payment obligations to the District, the District may, in its sole discretion, apply the rebate amount as a credit against such default amounts.

(f) In no way shall the District be liable for, and participation in the rebate program is specifically conditioned upon, the ~~customer~~ Consumer indemnifying, defending and holding harmless the District, its employees, officers, and agents from and against any and all liability, loss, damage, cost or expense that may be caused by, due to, occasioned by or otherwise arising out of the installation, operation, misoperation, or use of the ~~customer's~~ Consumer's new, standard low consumption toilets and/or shower heads. The District's approval of the rebate application, payment of the rebate, or any District inspection of the new, standard low consumption toilets and/or shower heads shall not be construed as a warranty or guarantee as to the safety, reliability, or durability of the new, standard low consumption toilets and/or shower heads; nor does the District guarantee that the installation of the new, standard low consumption toilets and/or shower heads will result in lower utility costs to the ~~consumer~~Consumer.

Specific Authority: 120.54, F.S., 190.011(5), F.S., 190.035, F.S.
Law Implemented: 120.54, F.S., 190.011(5), F.S., 190.035, F.S.
History: Adopted December 15, 2009
Revised May 7, 2013; October 6, 2026

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SECTION 39: CROSS CONNECTION CONTROL PLAN: Periodically as required, the District Manager shall develop and present to the Board of Supervisors for consideration and approval a Cross Connection Control Plan ("CCC Plan") for the District, and such revisions and amendments to the CCC Plan, as necessary and appropriate to maintain the safety of the District's potable water treatment and distribution system and full compliance with all regulatory requirements relating to such system. Revisions and amendments to the CCC Plan shall be by rule of the Board of Supervisors adopted in compliance with the requirements of Section 120.54, Florida Statutes.

Specific Authority: 120.54, F.S., 190.011(5), F.S., 190.035, F.S.
Law Implemented: 120.54, F.S., 190.011(5), F.S., 190.035, F.S., FAC Rule 62-555.360(2)
History: Adopted May 7, 2013#

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SECTION 40: SURCHARGES FOR EXCESS WASTEWATER STRENGTH:

(a) If any water or wastewater containing substances in excess of the Standard Strength for wastewater is discharged into Utility System wastewater lines or facilities, such discharge shall be subject to excess strength surcharge fees to defray the additional cost of receiving, transporting, and treating those substances. Excess strength surcharges are intended to recoup the District's additional cost of treating higher strength wastewater, including increased power consumption, chemical addition, biosolids disposal, contract laboratory services, and labor. These additional costs have been converted to a cost per pound for BOD and a cost per pound for TSS removal (COST), and are set forth in Schedule "G." Excess strength surcharges are in addition to standard wastewater service charges. The excess strength surcharge shall be calculated as provided in subsection (d) of this Section 40.

(b) The District shall determine the average concentration or strength of discharges into Utility System wastewater lines or facilities and may take samples without advance notice to ~~customers~~Consumers. Test results made by the District shall be final in fixing any applicable excess strength surcharge, provided, however, that the ~~customer~~ Consumer may request in writing and secure a portion of the sample for independent laboratory testing. If the independent laboratory is acceptable to the District and its test results vary by more than five percent (5.0%) from the District's test results, the excess strength surcharge will be calculated using the average of the two results. All sample collection, handling, preservation, and laboratory analysis methods for determining excess strength surcharges shall be undertaken in accordance with the latest edition of the Florida Department of Environmental Protection Standard Operating Procedure DEP-SOP-001/01, Field Quality Control Requirements.

(c) Unless otherwise provided in this subsection, the quantity of wastewater discharged into Utility System wastewater lines or facilities shall be assumed to be the same as the volume of potable water delivered and metered by the District to the ~~customer~~Consumer. In the event that the ~~customer~~ Consumer receives water from a non-District source, that source shall be metered and meter readings made available to the District, or the amount of wastewater discharged by the ~~customer~~ Consumer will be estimated by the District. If a large proportion of the potable water delivered and metered by the District to the ~~customer~~ Consumer is not discharged into Utility System wastewater lines or facilities, the District Manager may establish a constant ratio, factor, or percentage to be applied to the metered quantity to establish the ~~customer's~~ Consumer's wastewater discharge volume for purposes of this Section 40.

(d) Excess strength surcharges shall be calculated as provided in the following example (the BOD and TSS COSTs used in this example are for illustrative purposes only, based upon the COSTs established as of May 7, 2013, and may not reflect the actual COSTs to be levied at the time of application of this Section 40 to a particular ~~customer~~Consumer):

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EXAMPLE: A ~~customer~~ Consumer of the Utility System discharges one million gallons of wastewater over one billing cycle. Average Pollutant concentrations for the period are 750 mg/L BOD and 1,250 mg/L TSS.

BOD Surcharge (Example):

Average BOD Over 250 mg/L (CONC)	Usage (VOL)	Conversion Factor (CF)	BOD Loading (LOAD)	BOD cost/lb. (COST)	Excess BOD Surcharge (BOD SUR)
[(500 mg/L)	(1.0 mg)	(8.34 lbs.)]=	(4,170 lbs.)	($0.38)=	$1,584.60

TSS Surcharge (Example):

Average TSS Over 250 mg/L (CONC)	Usage (VOL)	Conversion Factor (CF)	TSS Loading (LOAD)	TSS cost/lb. (COST)	Excess TSS Surcharge (TSS SUR)
[(1,000 mg/L)	(1.0 mg)	(8.34 lbs.)]=	(8,340 lbs.)	($0.37)=	$3,085.80

Specific Authority: 120.54, F.S., 190.011(5), F.S., 190.035, F.S.
Law Implemented: 120.54, F.S., 190.011(5), F.S., 190.035, F.S.
History: Adopted May 7, 2013
Revised October 6, 2026

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SECTION 41: FATS, OILS, AND GREASE (FOG) MANAGEMENT

PURPOSE. The purpose of this Section is to protect public health, safety, and water quality by regulating the discharge of fats, oils, and grease (FOG) from food service establishments into the District's publicly owned treatment works (POTW). This Section establishes uniform requirements for regulated establishments and enables the District to comply with State of Florida FAC Chapter 62-600.705 and other applicable federal and state regulations, including those related to sanitary sewer overflows (SSOs).

(a) APPLICABILITY. This Section applies to all non-domestic users generating FOG, including but not limited to: restaurants, food manufacturers, food packagers, grocery stores, convenience stores, bakeries, cafeterias, lounges, hospitals, hotels, nursing homes, churches, schools, and facilities with three-compartment sinks (each a "Food Service Establishment" or "FSE"). This Section does not apply to residential users. The Utilities Director may require interceptors for additional establishments if their wastewater characteristics could be harmful to the District's wastewater system.

(b) DEFINITIONS. As used in this Section, the following terms have the meanings set forth below:

"Best Management Practices (BMPs)" means operational procedures, schedules of activities, and maintenance practices intended to reduce the discharge of FOG into the sewer system.

"Fats, Oils, and Grease (FOG)" means organic polar compounds from animal or plant sources that contain multiple carbon chain triglyceride molecules, detectable by analytical methods under 40 CFR 136.

"FOG Capacity Limit" means the combined FOG and solids depth equal to twenty-five percent (25%) of the design hydraulic depth in any location of a FOG control device, or seventy-five percent (75%) of the rated FOG and solids capacity established by third-party certification.

"FOG Control Device" means equipment designed to remove, hold, and prevent the passage of FOG to onsite sewage treatment and disposal systems and sanitary sewer systems.

"Food Service Establishment (FSE)" means any facility preparing or packaging food or beverages for consumption (on or off-site), excluding private residences.

"Gravity Grease Interceptor" means a FOG control device that primarily relies on the difference of specific gravity between wastewater and FOG to affect separation of FOG from wastewater.

"Grease Trap" means a FOG control device whose rated flow is less than 50 gallons per minute, and which is located inside a FSE and is designed to trap FOG and solids from wastewater before discharge into the sewer system.

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"Hydromechanical Grease Interceptor" means a FOG control device that is third-party tested and certified and relies on the difference in specific gravity between wastewater and FOG to affect separation of FOG from wastewater, and may incorporate a flow control device, air entrainment, and other means or principles to improve the efficacy of separation as demonstrated by third-party testing, validation, and certification.

"Inspector" means a District-employed or contractor-authorized individual authorized to enforce this Section.

"Notice of Violation (NOV)" means a formal written notice issued to a user for non-compliance with this Section.

"POTW (Publicly Owned Treatment Works)" means the wastewater treatment system owned and operated by the District.

"Sanitary Sewer Overflow (SSO)" means any release of untreated or partially treated sewage into the environment.

"Third-Party Certified" means a certification by an independent entity recognized by the Utilities Director that specific equipment or devices have been tested and meet or exceed established standards; recognized certifying entities include, but are not limited to, the National Sanitation Foundation (NSF), American Society of Mechanical Engineers (ASME), Plumbing and Drainage Institute (PDI), and Canadian Standards Association (CSA).

"Utilities Director" means the person responsible for the day-to-day administration and management of the District.

(c) PROHIBITED DISCHARGES. The following discharges are strictly prohibited:

(i) Discharge of petroleum-based or nonbiodegradable oils, or animal- or vegetable-based FOG, into the POTW;

(ii) Discharges that obstruct flow, pass through, or interfere with the treatment process;

(iii) Discharges that violate local, state, or federal discharge limits; and

(iv) Use of chemical emulsifiers or hot water flushing to bypass a grease interceptor.

(d) FOG CONTROL DEVICE REQUIREMENTS. All FSEs are required to have a FOG control device. These requirements are in addition to those specified by the latest Florida Building Code.

(i) **Gravity Grease Interceptors and Hydromechanical Interceptors.**

1. General. Wastewater to be treated by an interceptor must be routed through separate plumbing. Liquid wastes containing FOG, sand, lint, and other harmful materials must be directed to the interceptor. Wastes from toilets, urinals, and washbasins shall not be discharged into an interceptor. All interceptors must be safely and easily accessible for inspection, cleaning, maintenance, or repair.

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2. New Facilities. Regulated establishments that are newly proposed or constructed, or existing facilities that will be expanded or renovated, shall be required to install, operate, and maintain a gravity grease interceptor, or an approved hydromechanical grease interceptor, according to the requirements of this Section, which are in addition to the Florida Building Code and Florida Administrative Code Rule 64E-6.

3. Existing Facilities. Regulated establishments existing within the District boundaries prior to the effective date of this Section shall be permitted to operate and maintain existing grease interceptors, provided same are in efficient operating condition. The District may require an existing regulated establishment to install, operate, and maintain a new grease interceptor that complies with the requirements of this Section, or to modify or repair any noncompliant plumbing of an existing interceptor, within 90 days of written notice, when any one of the following conditions exists:

a. District staff finds the facility to be contributing FOG in quantities to cause line stoppages or grease buildup in the POTW system or necessitate increased maintenance on the wastewater collection system;

b. The facility is found to be contributing oils and grease in quantities more than 250 mg/L;

c. The facility does not have a FOG removal device;

d. The facility has an undersized, irreparable, or defective grease interceptor;

e. Remodeling of the food preparation or kitchen waste plumbing system is performed, which requires a plumbing or building permit; or

f. The existing facility is sold or undergoes a change of ownership.

2. Installation. Gravity grease interceptors and hydromechanical interceptors must be installed by a plumbing contractor licensed by the State of Florida. The FSE is responsible for all costs to obtain and install the interceptor. All interceptors must comply with the District's design plans and must be submitted to the Utilities Director or designee for review. Interceptors must be located between the sewer discharge point and all fixtures that may introduce FOG into the sewer system, including sinks, dishwashers, automatic hood wash units, floor drains, and any other fixture deemed a potential FOG source. Any garbage grinders installed within the FSE must also be routed to the grease interceptor. Wastewater from sanitary facilities shall not be introduced into the interceptor under any circumstances.

3. Design and Location. Interceptors must have at least two compartments and be designed to retain grease and solids. Designs must comply with

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District standards, which are in addition to the Florida Plumbing Code or PDI standards. A control manhole must be installed over each compartment for monitoring, at the owner's expense. Interceptors shall be located outside the building in an area that is easily accessible for inspection and maintenance. Any interceptor located in a grassy or otherwise land-covered area must have cover lids above ground elevation to prevent stormwater inflow and/or infiltration. Interceptors shall be made of material compatible with a pH of 3.0.

4. Gravity Grease Interceptor Capacity. Capacity calculations shall be performed by each FSE based on size and type of operation according to the sizing guideline in the Design Criteria section of the District's FOG Program Manual. Minimum capacity is 750 gallons per unit; maximum is 1,250 gallons. Where sufficient capacity cannot be achieved with a single unit, installation in series is required.

5. Hydromechanical Grease Interceptor Capacity. All hydromechanical grease interceptors must have a valid third-party certificate of test results showing the interceptor's flow rating and FOG capacity in pounds with 99% removal efficiency. Interceptors must be sized according to the type of FSE and using the sizing guideline in the Design Criteria section of the District's FOG Program Manual. Minimum capacity is 75 gallons; maximum is 1,500 gallons. Where larger capacity is needed, multiple units must be installed in series.

6. Maintenance. Users are responsible for all maintenance costs. All regulated facilities must use a waste hauler authorized by the Florida Department of Health or the Florida Department of Environmental Protection as provided in State of Florida FAC Chapter 62-705. Each FSE shall enter a pump-out/service contract with an approved hauler. The FSE must keep a copy of all pump-out reports and make them available to the District on demand. Maintenance records must be retained for a minimum of three (3) years. Receipts and manifests from licensed haulers must be provided to the District upon request. Gray water may not be returned to the interceptor after pumping.

7. Pumping Frequency. All grease interceptors shall be pumped and serviced at a minimum of every 90 days. The District reserves the right to require a more frequent servicing schedule based on its periodic evaluation of the cleaning and maintenance record for each individual grease interceptor, including where: (A) the grease layer exceeds 6 inches in depth; (B) the settable solids layer exceeds 8 inches in depth; (C) the total volume of captured grease and solids exceeds 25% of a gravity grease interceptor volume or 80% of a hydromechanical grease interceptor volume; (D) the effluent exceeds 250 mg/L of oil/grease; or (E) removal efficiencies indicate less than 80%. The Utilities Director may allow less frequent cleaning if inspection records support it.

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8. Inspections. District personnel may inspect any FSE during business hours with proper credentials. Grease interceptors will be checked for compliance and maintenance frequency. Effluent samples may be collected to verify compliance. Re-inspections following a deficiency notice will be performed at no charge if all deficiencies are corrected. Repeat violations will incur fees billed to the FSE's water/sewer account.

9. Repairs. FSEs are responsible for all repair costs. Repairs ordered by the District must be completed within 10 calendar days unless a different deadline is specified in writing.

10. Disposal. All grease interceptor waste must be disposed of at authorized facilities. Improper disposal is a violation and may be prosecuted. Waste haulers are responsible for cleanup of any spills during service. No grease or waste may be discharged into the District's wastewater system.

11. Interceptor Additives. Use of chemicals, enzymes, emulsifiers, live bacteria, or other grease-cutting additives is prohibited unless approved in writing by the District.

(ii) **Grease Trap Requirements.** This subsection applies only to existing FSEs that currently have grease traps, or existing FSEs where no FOG removal device exists. Installation of a grease trap instead of a grease interceptor at a new FSE shall be permitted only on a case-by-case basis upon approval by the Utilities Director.

1. Maintenance. Each FSE shall be solely responsible for the cost of installation, inspection, cleaning, and maintenance. All grease traps shall be opened, inspected, cleaned, and maintained at a minimum of once per week.

2. Repairs. The FSE shall be responsible for the cost and scheduling of all repairs. Repairs required by the District shall be completed within the time period specified in the written notice from the District.

3. Disposal. Grease and solid materials removed from a grease trap shall be disposed of in the solid waste disposal system.

4. Record Keeping. Each FSE shall maintain a logbook or file of all trap maintenance, including the time and date of maintenance, the name of the individual or company performing maintenance, details of any repairs required and dates of completion, and any other relevant records. Records shall be maintained for a period of three (3) years and be made available to the District upon request.

(e) BEST MANAGEMENT PRACTICES (BMPs). All FSEs shall implement the following Best Management Practices to minimize the discharge of FOG into the sewer system:

(i) Train all staff on proper grease disposal procedures and FOG management;

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(ii) Scrape grease and food waste from equipment, dishes, and utensils into the trash prior to washing;

(iii) Recycle used cooking oil using a licensed and approved waste oil collector; and

(iv) Clean up spills using dry methods (e.g., absorbent materials, sweeping) instead of washing down with water.

(f) ENFORCEMENT AND PENALTIES. Violations of this Section are subject to the following enforcement procedures:

(i) Failure to Perform 90-Day Pump-Out. Whenever the District determines that a grease interceptor has missed the required cleaning or pumping, a noncompliance fee of $150.00 may be charged to the FSE. A second missed 90-day pump-out within a calendar year may result in a fine of up to $250.00. A third failure within a calendar year shall result in a fine of up to $500.00.

(ii) Failure to Properly Maintain an Interceptor. Whenever the District determines that an interceptor is in need of additional pumping, repairs, or other maintenance, or that an additional grease interceptor is required, the District shall proceed as follows:

1. Notice of Violation. Upon learning of a violation, the District may issue the FSE a NOV stating the nature of the violation(s).

2. Re-Inspections. The District shall perform a first re-inspection 10 calendar days after issuance of the NOV. If the FSE has corrected all deficiencies, there shall be no charge. If deficiencies remain, a first re-inspection fee of $150.00 shall be charged. A second re-inspection shall be performed after a minimum of 10 additional calendar days. If all deficiencies have been corrected, no additional charge shall apply. If deficiencies remain, a second re-inspection fee of $250.00 shall be charged. For each subsequent re-inspection, a fee of $500.00 shall be charged. All fees shall be added to the FSE's monthly District Utilities service bill.

3. Continued Non-Compliance. If the FSE responds with an acceptable explanation and a plan for rectifying the violation, or makes good a deficiency within the prescribed time, enforcement ceases at the discretion of the District. If an FSE continues to violate this Section, or fails to initiate or complete corrective action in response to a NOV, the District may pursue one or more of the following: (A) pump the grease interceptor and place the appropriate charge on the FSE's monthly service bill; (B) assess further inspection fees; and/or (C) terminate water and sewer service. Non-compliance is also subject to additional civil or criminal penalties to the full extent allowed by law.

Specific Authority: 120.54, F.S., 190.011(5), F.S., 190.035, F.S.

Law Implemented: 120.54, F.S., 190.011(5), F.S., 190.035, F.S.

History: Adopted October 6, 2026

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SCHEDULE A

The rates fees, and charges to be paid for water and wastewater service shall be as follows, effective October 1, 2026:

Water System:	**Rates**
Base Facility Charges (All Services)	
5/8" or 3/4" Meter Size	$ 20.91
1" Meter Size	52.28
1-1/2" Meter Size	104.55
2" Meter Size	167.29
3" Meter Size	334.55
4" Meter Size	522.75
6" Meter Size	1,045.51
8" Meter Size	1,672.81
Monthly Commodity Charge	
Charge per 1,000 gallons of metered water:	$ 4.69
Bulk Water	
Bulk Meter (per ERC)	$ 13.34
Charge per 1,000 gallons of metered water	4.05
Monthly Dispensed Water through District hose	67.79
Wastewater System:	
Base Facility Charge (All Services):	
5/8" or 3/4" Connection	$ 26.14
1" Connection	65.36
1-1/2" Connection	130.70
2" Connection	209.08
3" Connection	418.18
4" Connection	653.45
6" Connection	1,306.92
8" Connection	2,091.01
Monthly Commodity Charge	
Charge per 1,000 gallons of metered water service:	$ 5.23
Bulk Wastewater	
Charge per 1,000 gallons of metered use:	$ 4.50

Specific Authority: 120.54, F.S., 190.011(5), F.S., 190.035, F.S.

Law Implemented: 120.54, F.S., 190.011(5), F.S., 190.035, F.S.

History: Adopted 1992

Revised 1992; March 8, 1994; January 9, 1996; February 11, 1997; March 11, 1997; February 10, 1998; November 17, 1999; June 12, 2001; January 15, 2002; January 13, 2004; October 17, 2006; August 7, 2007; October 1,

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2009, May 7, 2013; August 30, 2022; October 3, 2023; November 5, 2024; August 26, 2025; September 1, 2026

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SCHEDULE B

The service availability fees for water and wastewater service shall be as follows, effective April 1, 2024:

Residential Fees	Amount
Water:	
Connection fees per ERC	$2,390.00
AFPI fees per ERC	395.00
Total Water Charges per ERC	$2,785.00
Wastewater:	
Connection fees per ERC	$1,930.00
AFPI fees per ERC	320.00
Total Wastewater Charges per ERC	$2,250.00

Commercial Fees	Amount
Water:	
Connection fees per ERC	$2,390.00
AFPI fees per ERC	395.00
Total Water Charges per ERC	$2,785.00
Wastewater:	
Connection fees per ERC	$1,930.00
AFPI fees per ERC	320.00
Total Wastewater Charges per ERC	$2,250.00

Notwithstanding any other provision, a minimum of one (1) ERC of total water charges and one (1) ERC of total wastewater charges shall be due for each new water connection, regardless of size.

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Definitions:

1. "AFPI" (Allowance for Funds Prudently Invested) is a charge representing the carrying costs associated with the excess capacity of the plant that will not be used until future ~~consumers~~ Consumers connect for service. The AFPI charge is a one-time charge, based on the number of ERCs of demand. It is applicable to all future ~~consumers~~ Consumers prior to connection to the System.

2. "Commercial" means any structure that is primarily constructed for business or institutional use as differentiated from residential use, including hotels and motels used by ~~consumers~~ Consumers on a transient basis, clubhouses, nursing homes, and similar uses.

3. "Connection Fees" are for the initial commencement of service at any given location to offset the costs of the capital improvements for the Water and Wastewater System.

4. "ERC" (Equivalent Residential Connection) which is defined as 250 gallons per day ("gpd") of water and 250 gpd of wastewater (or such other value for wastewater as (a) may be later approved or determined by the Florida Department of Environmental Protection or (b) has been established by interconnect or other agreement with a bulk wastewater ~~customer~~Consumer),calculated based on daily average consumption over a 30 day period, or such period as determined by the monthly billing cycle during which the water was distributed by the District to the ~~consumer~~Consumer.

5. "Per capita" or "per seat" means the per person or per seat unit amount as applied to the maximum capacity of the structure or use, as such maximum capacity is set forth in the written determination of the fire marshal, health department, or other agency exercising regulatory control.

6. "Residential" means any unit, single-family home, condominium unit, duplex unit, multiple housing structure unit, or individual apartment that is primarily constructed for use by an individual or family as a residence.

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Equivalent Residential Connection (ERC) Determination Table

Residential:	ERC factor
Single Family per individual metered connection	1.0000
Multifamily per unit	0.7000

Commercial Establishment:	ERC factor
Airport, bus terminals, train stations, port & dock facilities.	
(a) per passenger	0.0160
(b) add per employee per 8 hour shift	0.0600
Barber & beauty shops per service chair	0.3000
Bowling alley per lane	0.2000
Country Club	
(a) per resident	0.4000
(b) add per member or patron	0.1000
(c) add per employee per 8 hour shift	0.0600
Doctor and dentist offices	
(a) per practitioner	1.0000
(b) add per employee per 8 hour shift	0.0600
Factories, exclusive of industrial wastes-Gallons per employee per 8 hour shift	
(a) No showers provided	0.0706
(b) Showers provided	0.1176
Flea Market open 3 or less days per week	
(a) per nonfood service vendor space	0.0600
(b) add per food service establishment using single service articles only per 100 feet	0.2000
(c) per limited food service establishment	0.1000
Flea Market open more than 3 days per week (estimated flows shall be doubled)	
Food Operations	
(a) Restaurant operating 16 hours or less per day per seat	0.1600
(b) Restaurant operating more than 16 hours per day per Seat	0.2400
(c) Restaurant using single service articles only and operating 16 hours or less per day per seat	0.0800
(d) Restaurant using single service articles only and operating more than 16 hours per day per seat	0.1400

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(e) Bar and cocktail lounge	
1. per seat	0.0800
2. add per pool table or video game	0.0600
(f) Drive-in restaurant per car space	0.2000
(g) Carry out only, including caterers	
1. per 100 square feet of floor space	0.2000
2. add per employee per 8 hour shift	0.0600
(h) Institutions per meal	0.0200
(i) Food outlets excluding delis, bakery or meat department per 100 square feet of floor space	0.0400
1. add for deli per 100 square feet of deli floor space	0.1600
2. add for bakery per 100 square feet of bakery floor space	0.1600
3. add for meat department per 100 square feet of meat department floor space	0.3000
4. add per water closet	0.8000
Hotels & Motels	
(a) Regular per room	0.4000
(b) Resort hotels, camps, cottages, per room	0.8000
(c) Add for establishments with self service laundry facilities per machine	3.0000
Laundromat per washing machine	1.0000
Mobile Home Park	
(a) per single wide mobile home space, less than 4 single wide spaces connected to a shared onsite system	1.0000
(b) per single wide mobile home space 4 or more single wide spaces are connected to a shared onsite system	0.9000
(c) per double wide mobile home space, less than 4 double wide mobile home spaces connected to a shared onsite system	1.2000
(d) per double wide mobile home space, 4 or more double wide mobile home spaces connected to a shared onsite system	1.1000
Office Building	
per employee per 8 hour shift or per 100 square feet of floor space, whichever is greater	0.0600
Transient Recreational Vehicle Park	
(a) Recreational vehicle space for overnight stay, without water and wastewater hookup per vehicle space	0.2000
(b) Recreational vehicle space for overnight stay, with water and wastewater hookup per vehicle space	0.3000

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Service Stations per water closet	
(a) Open 16 hours per day or less	1.0000
(b) Open more than 16 hours per day	1.3000
Shopping centers without food or laundry per square foot of floor space	0.0004
Stadiums, race tracks, ball parks per seat	0.0160
Stores per bath room	0.8000
Swimming and bathing facilities, public per person	0.0400
Theaters and Auditoriums, per seat	0.0160
Veterinary Clinic	
(a) per practitioner	1.0000
(b) add per employee per 8 hour shift	0.0600
(c) add per kennel, stall or cage	0.0800
Warehouse	
(a) add per employee per 8 hour shift	0.0600
(b) add per loading bay	0.4000
(c) self storage, per unit	0.0040

Institutional Establishment	ERC factor
Churches	
(a) per seat that includes kitchen flows unless meals prepared on a routine basis	0.0120
(b) if meals served on a regular basis add per meal prepared	0.0200
Hospitals	
(a) per bed that does not include kitchen flows	0.8000
(b) add per meal prepared	0.0200
Nursing, rest homes, adult congregate living facilities	
(a) per bed that does not include kitchen flows	0.4000
(b) add per meal prepared	0.0200
Parks, public picnic	
(a) with toilets only, per person	0.0188
(b) with bathhouse, showers & toilets, per person	0.0471

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Public institutions other than schools and hospitals	
(a) per person that does not include kitchen flows	0.4000
(b) add per meal prepared	0.0200
Schools per student	
(a) day-type	0.0400
(b) add for showers	0.0160
(c) add for cafeteria	0.0160
(d) add for day school workers	0.0600
(e) boarding type	0.3000
Work/construction camps, semi-permanent	0.2000

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(a) The total ERC requirement for an establishment shall be calculated by multiplying the ERC factor listed above by the number of units, rounded to the nearest 0.1 ERC.

(b) For all establishments not listed above, the total ERC requirement for water and wastewater service capacity shall be determined by multiplying the number of fixture units, as published in the 2007 Florida Building Code – Plumbing, by thirty (30), and dividing the result by 250 gpd/ERC, as follows:

Total water and wastewater ERC requirement = [(Number of fixture units x 30)) (250 gpd/ERC)]

The total water and wastewater connection charges due for an establishment shall be determined by multiplying the total water and wastewater ERC requirement by the then-applicable total water and wastewater charges per ERC.

(c) The Consumer may propose an alternative calculation of the ERC requirement for water and wastewater service capacity determined as set forth above for a Commercial or Institutional connection by submitting an estimate that (i) is prepared and certified by a professional engineer licensed and registered in the State of Florida and (ii) is based on actual use at a similar facility (where available) or on other technically sound engineering principles. The District shall review and may approve, modify, or reject the proposed ERC requirement set forth in the estimate prepared by the Consumer's engineer.

Specific Authority: 120.54, F.S., 190.011(5), F.S.
Law Implemented: 120.54, F.S., 190.011(5), F.S.
History: Adopted 1992
Revised 1992; August 7, 2007; October 21, 2008, May 7, 2013; October 6, 2026

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SCHEDULE C

The meter and inspection fees for water and wastewater service shall be as follows, effective May 7, 2013:

Meter Fees:	Amount
5/8 or 3/4 inch	$ 150.00
1 inch	$ 600.00
1 ½ inch	$ 700.00
2 inch	$1,200.00
Greater than 2 inches	Actual cost of meter and appurtenances at time of purchase, plus $100.00

Inspection Fees:	Amount
Annual privately maintained lift station	$100.00
Inspection of (i) System improvements to be dedicated to and accepted by the District and (ii) ~~consumer~~Consumer installations To be connected to the System	Two percent (2%) of the estimated construction cost of improvements, as certified by the project engineer

Specific Authority: 120.54, F.S., 190.011(5), F.S., 190.035, F.S.
Law Implemented: 120.54, F.S., 190.011(5), F.S., 190.035, F.S.
History: Adopted 1992
Revised August 7, 2007; May 7, 2013; October 6, 2026

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SCHEDULE D

The rates, fees, and charges to be paid for irrigation water service shall be as follows, effective October 1, 2026:

Irrigation Water Service:

Residential per month per lot:	
Single family:	$ 25.02
Multi-family:	17.52
Industrial/Commercial and Common Areas:	
Per Common Area Acre Irrigated	$ 150.13
Golf Course:	
Per 1,000 gallons used	$ 0.29

Specific Authority: 120.54, F.S., 190.011(5), F.S., 190.035, F.S.
Law Implemented: 120.54, F.S., 190.011(5), F.S., 190.035, F.S.
History: Adopted July 13, 2004
Revised October 17, 2006; August 7, 2008; October 1, 2009, May 7, 2013, August 30, 2022; October 3, 2023; November 5, 2024; August 26, 2025; September 1, 2026

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NOTE TO SCHEDULES A AND D

FUTURE ANNUAL RATE ADJUSTMENTS BASED ON CONSUMER PRICE INDEX (CPI) CHANGES

Notwithstanding any other rate adjustment that is approved by the Board of Supervisors from time to time, effective October 1, 2012, and on October 1 of each successive year (each a "Current Year"), the rates set forth in Section 26, Schedules A and D, of Chapter III of the Rules of the St. Lucie West Services District shall be subject to adjustment based on changes in the Consumer Price Index, as follows:

(a) Each rate adjustment made under this provision shall be based on the percentage increase, if any, in the Consumer Price Index-U.S. City Average-All Urban Consumers Unadjusted (1982-1984=100), as published by the U.S. Department of Labor, Bureau of Labor Statistics ("Index"), for the month of July of the Current Year (each a "Current Index") over the Index for the month of July of the immediately preceding year (each a "Base Index").

(b) Beginning in 2012, if the Current Index is greater than the Base Index, the rates for the immediately succeeding fiscal year shall be increased from the rates that were in effect in the preceding fiscal year by an amount equal to the lesser of (i) the percentage by which the Current Index exceeds the Base Index or (ii) five percent (5%). In no event shall the adjusted rates be less than the rates in effect for the immediately preceding fiscal year.

(c) Each rate adjustment made under this provision shall become effective on the next successive October 1.

(d) All rate adjustments made under this provision shall be counted to the nearest whole cent, or 1/100th of a cent in the case of Golf Course Irrigation Water Service.

(e) In the event the U.S. Department of Labor, Bureau of Labor Statistics, ceases to publish the Index, the Board of Supervisors shall substitute another equally authoritative measure of change in purchasing power of the U.S. dollar as may then be available so as to carry out the intent of this provision.

(f) Annually commencing in 2012, the District Manager shall undertake the rate adjustment calculations described in paragraph (b) above and shall cause all rate adjustments made in accordance with this provision to be published, not later than each September 1 prior to the next successive October 1 effective date.

(g) For purposes of this paragraph (g), all capitalized terms shall have the meanings assigned to them in the indenture of trust governing the District's Utility System bond obligations, as amended and supplemented ("Indenture"). A rate adjustment determined as provided in paragraphs (a) through (f) above shall not become effective as of the next successive October 1 if and only if:

(i) During the immediately preceding fiscal year, Net Revenues were adequate to meet or exceed all rate covenants of the District as set forth in the Indenture, and

(ii) Prior to such October 1, the Board of Supervisors determines, based upon

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the approved Annual Budget for the next successive fiscal year, that (A) such rate adjustment is unnecessary for prudent operation of the Utility System, including continued compliance with all rate covenants of the District as set forth in the Indenture, and (B) as of the most recent date for which such information is available, there is on deposit in the Rate Stabilization Fund and the Surplus Fund a combined and unrestricted amount equal to not less than ninety (90) days of Operating Expenses.

Specific Authority: 120.54, F.S., 190.011(5), F.S., 190.035, F.S.
Law Implemented: 120.54, F.S., 190.011(5), F.S., 190.035, F.S.
History: Adopted September 6, 2011

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SCHEDULE E

The deposits required for water, wastewater, and irrigation service shall be as follows, effective May 7, 2013:

Meter Size	Deposit (Water & Wastewater)
5/8 or 3/4 inch	$ 100.00
1 inch	400.00
1 ½ inch	600.00
2 inch	1,000.00
3 inch	1,200.00
4 inch	2,500.00
6 inch	5,000.00
8 inch	6,400.00

Non-metered	Deposit
Dispensed Water through District hose	$ 150.00
Irrigation only accounts	$ 100.00

Specific Authority: 120.54, 190.011(5), Fla. Stat.
Law Implemented: 120.54, 190.011(5), Fla. Stat.
History: Adopted August 7, 2008
Revised May 7, 2013

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SCHEDULE F

Miscellaneous service charges for water, wastewater, and irrigation service shall be as follows, effective May 7, 2013:

Connection Fees	Charge Amount
Initial connection	$ 25.00
Temporary Reconnection for home inspection	25.00
Reconnection (during District hours)	25.00
Reconnection (after District hours)	50.00

Penalty Fees	Charge Amount
Penalty late charge	a one time 10% charge on a utility bill that is past the Bill Due Date
Returned Payment	$ 25.00 per occurrence

Meter Test	Charge Amount
Meter test	1st test no charge; 2nd and subsequent tests $25.00

Meter Tampering Fee	Charge Amount
1st Offense	$ 50.00
2nd Offense	$ 100.00
3rd and Subsequent Offense(s)	$ 150.00

Irrigation Violations (Residential & Commercial)	Charge Amount
1st Offense	No charge
2nd Offense	$ 50.00
3rd and Subsequent Offense(s)	$100.00

Specific Authority: 120.54, 190.011(5), Fla. Stat.
Law Implemented: 120.54, 190.011(5), Fla. Stat.
History: Adopted August 7, 2008; May 7, 2013; October 6, 2026

#

SCHEDULE G

For purposes of calculating excess strength surcharges as provided in Section 40, the District's unit cost per pound (COST) for conveying, treating, and disposing of a Pollutant shall be as follows, effective May 7, 2013:

BOD (Biochemical Oxygen Demand) COST/lb.:	$0.38#
TSS (Total Suspended Solids) COST/lb.:	$0.37

Note to Schedule G:

Effective October 1, 2014, and on October 1 of each successive year (each a "Current Year"), the COST for BOD and COST for TSS shall be subject to adjustment based on changes in the Consumer Price Index, as follows:

(a) Each COST adjustment made under this provision shall be based on the percentage increase, if any, in the Consumer Price Index-U.S. City Average-All Urban Consumers Unadjusted (1982-1984=100), as published by the U.S. Department of Labor, Bureau of Labor Statistics ("Index"), for the month of July of the Current Year (each a "Current Index") over the Index for the month of July of the immediately preceding year (each a "Base Index").

(b) Beginning in 2014, if the Current Index is greater than the Base Index, the COSTs for the immediately succeeding fiscal year shall be increased from the COSTs that were in effect in the preceding fiscal year by an amount equal to the percentage by which the Current Index exceeds the Base Index. In no event shall the adjusted COSTs be less than the COSTs in effect for the immediately preceding fiscal year.

(c) Each COST adjustment made under this provision shall become effective on the next successive October 1.

(d) All COST adjustments made under this provision shall be counted to the nearest whole cent.

(e) In the event the U.S. Department of Labor, Bureau of Labor Statistics, ceases to publish the Index, the Board of Supervisors shall substitute another equally authoritative measure of change in purchasing power of the U.S. dollar as may then be available so as to carry out the intent of this provision.

(f) Annually commencing in 2014, the District Manager shall undertake the COST adjustment calculations described in paragraph (b) above, and shall cause all COST adjustments made in accordance with this provision to be published, not later than each September 1 prior to the next successive October 1 effective date.

Specific Authority: 120.54, F.S., 190.011(5), F.S., 190.035, F.S.
Law Implemented: 120.54, F.S., 190.011(5), F.S., 190.035, F.S.
History: Adopted May 7, 2013

St. Lucie West Services District

Board Agenda Item

Tuesday, October 6, 2026

Item

DA 1 Status Report/Updates

Summary

This report is provided for your review and information.

Recommendation

Budget Impact

Project Number:
ORG Number:

Available Project Budget: $0.00
This Project: $0.00
Available Balance: $0.00

Board Action

Moved by:	Seconded by:	Action Taken:

JOHN J. FUMERO
Board Certified State & Federal Government & Administrative Practice Lawyer

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OFFICE:
(561) 982-7114

FAX NUMBER:
(561) 982-7116

CELL:
(561) 315-4595

September 18, 2026

St. Lucie West Services District
District Attorney's Report
Time Period - August 14, 2026 – September 18, 2026

As SLWSD Counsel for the time period identified above, I and my team completed the following matters:

Completed Work:

1) Reviewed and commented on Water Plant bid specifications in coordination with engineering firm
2) Coordinated with the District and engineering representatives regarding the optimal platforms for advertising District RFPs and RFQs
3) Evaluated and responded to an information request from a title company regarding the District's 2025 and 2026 assessment liens for Arby's parcel (1621 NW St. Lucie West Blvd.)
4) Reviewed Chapter 11 bankruptcy notice for Cabinet Connection

Pending Work:

5) Drafting proposed language to incorporate and prioritize the District's Standard Terms and Conditions within a Managed Service Provider Agreement with Level 4
6) Preparation of utility easement document for District execution and coordinated the collection of original, signed survey documents from the engineer for recording with St. Lucie County
7) Benderson ERCs Correspondence Ongoing

Sincerely,

/s/ John J. Fumero
John J. Fumero, Esq.
For the firm

St. Lucie West Services District

Board Agenda Item

Tuesday, October 6, 2026

Item

DE 1 Status Report/Updates

Summary

This report is provided for your review and information.

Recommendation

Budget Impact

Project Number:
ORG Number:

Available Project Budget: $0.00
This Project: $0.00
Available Balance: $0.00

Board Action

Moved by:	Seconded by:	Action Taken:

MEMO

To:	St. Lucie West Services District
From:	HR Green
Subject:	Monthly Project Status Report
Project Number:	2504252
Date:	September 18th, 2026

1) General
   - i) SLWSD and HR Green have regular telecons and meeting discussions that are incorporated in the project statuses below.
   - ii) SLWSD to communicate with HR Green to provide direction and updates on IRSC and Reserve CDD projects.

2) Stormwater Review
   - i) The following are projects in which additional coordination is being conducted for engineering review and potential Work Authorization submittal for approval in the near future. Once ready for District approval, these items will be presented before the Board.
     - a. Clover Park 8-inch Pond Refill Groundwater
     - b. 1501 NW St. Lucie Blvd

3) Deep Injection Well (DIW) No. 2 Civil/Site Construction
   - i) Status:
     - a. HR Green previously submitted Final Design Drawings for the District on November 17th for the Civil/Site Improvements associated with the new DIW-2.
     - b. HR Green briefly walked and inspected the project site with no items to report or discuss. HR Green will continue to keep track of the project in order to provide the District with any additional assistance in certifying the job once completed.
   - ii) Actions:
     - a. The District is self-performing the work for the DIW-2 Civil/Site Construction. HR Green is on standby to provide any input during construction of the DIW-2 Civil/Site Improvements.

4) Water Treatment Plant Expansion Design Build Criteria Professional Services
   - i) Status:

a. HR Green met with District Staff and the District Attorney the week of September 11th and September 18th to review the Request For Qualifications (RFQ) to review and discuss language within the document.

ii) Actions:

a. HR Green to obtain feedback from District staff and Attorney and incorporate last items into the RFQ document within the next two weeks. This will allow for the RFQ to be advertised October 1st.

5) Wastewater Treatment Facility (WWTF) Permit Renewal

i) Status:

a. HR Green has met internally to pick the project back up and continue data collection from the WWTF through September.

b. HR Green staff are completing the necessary documents for permit submittal, such as the Capacity Analysis Report, Operation & Maintenance Report, and Reuse Operating Protocol.

ii) Actions:

a. HR Green to coordinate with the District for scheduling the necessary site visit and facility walk-through in September.

b. HR Green to continue to update data from the WWTF once made available until permit submittal.

c. Once completed, HR Green will provide District staff with draft documents for review. The intended submittal timeframe is December to the Department of Environmental Protection.

6) Other

i) None

7) The following is a list of projects the District has expressed interest in pursuing and are ranked based on HR Green's general understanding of importance to the District with :

1. Control Structure 4A Rehabilitation - Now

a. Public Works has indicated to HR Green that one of the District's previous control structure 4A has significantly deteriorated and is in need of repairs. After coordination and review, the District and HR Green have a general understanding that the structure will need to be prepared within the upcoming FY2027.

b. HR Green is currently preparing a draft TO for this work to provide to District staff for review.

2. St. Lucie West Land Swap – Now

a. The District has reached an agreement with the Golf Course in regards to conducting a land swap for the District's future well location and to correct land associated with the stormwater.

b. This was previously discussed and approved at the Board Meeting in May.

c. Bowman Consulting Group, Ltd is proceeding with conducting the survey work for the District under the existing ROWTP Design-Build Criteria project.

3. Update Utility Standards – Near Future
    a. The District has expressed the desire to review and update their respective Utility Standards. HR Green is preparing a Task Order for this work.
    b. HR Green is currently waiting on follow-up from the District for further insight into the scope for this work. This is expected to be in the coming weeks.
4. St. Lucie West Services District Septic-to-Sewer Grant Funding – Near Future
    a. The District, as part of the Reserves CDD incorporation, has expressed the need to investigate, outline/plan and apply for potential funding sources to alleviate costs in converting residents in the Reserves from septic tanks to a central sanitary sewer system.
    b. HR Green is investigating similar projects to develop scope and a draft Task Order.
5. Control Structure 1D Automation – Near future
    a. District reviewing budgetary costs for consideration going into next fiscal year
6. District Survey Control Network – Future
    a. HR Green and Bowman, Inc met with District staff on March 27th to further discuss potential project. A draft Task Order has been prepared and provided to the District for their feedback and comments.
    b. HR Green and Bowman, Inc have coordinated for budgetary costs and have been incorporated into a draft Task Order for the District's consideration and feedback.
    c. The District indicated that the original cost was above expectations and HR Green/Bowman are investigating prioritizing basins and breaking up the proposed scope.
        a) Update: Further review broke out this work into four (4) separate phases, reducing overall cost per each phase. District staff are considering options at this time. It is understood that this item may be future going into the Fiscal Year 2027
7. WTP Onsite Potable Storage Assessment - Future
8. Concept Design & Cost Estimate for the WWTF Third Train - Future
9. WWTF Grease Collection System - Future
10. SLWSD System Wide Irrigation Modeling (10 HOAs+) – Future
11. Easement Evaluation & Preparation – Future

St. Lucie West Services District

Board Agenda Item

Tuesday, October 6, 2026

Item

DM 1 Reserve CDD Incorporation Status Update

Summary

For your review is a Reserve CDD "RCDD" Utility Service Area Incorporation Schedule.

In early 2023, RCDD received a letter from SLWSD stating the Existing Bulk Services Agreement expires in November 2028.

Since then, SLWSD and RCDD have been working together to incorporate the RCDD water and sewer service area into SLWSD as retail customers.

The attached schedule has been created and will be updated monthly moving forward.

- Update from Reserve CDD Chairman

- Reserve CDD Lift Stations Rehabilitation Update
  Lift Station #15 Completed
  Lift Station # 14, #10, #6, #7, #8 Began

- Reserve CDD Interconnect Schedule and Installation Update

Recommendation

District Manager: Joshua Miller

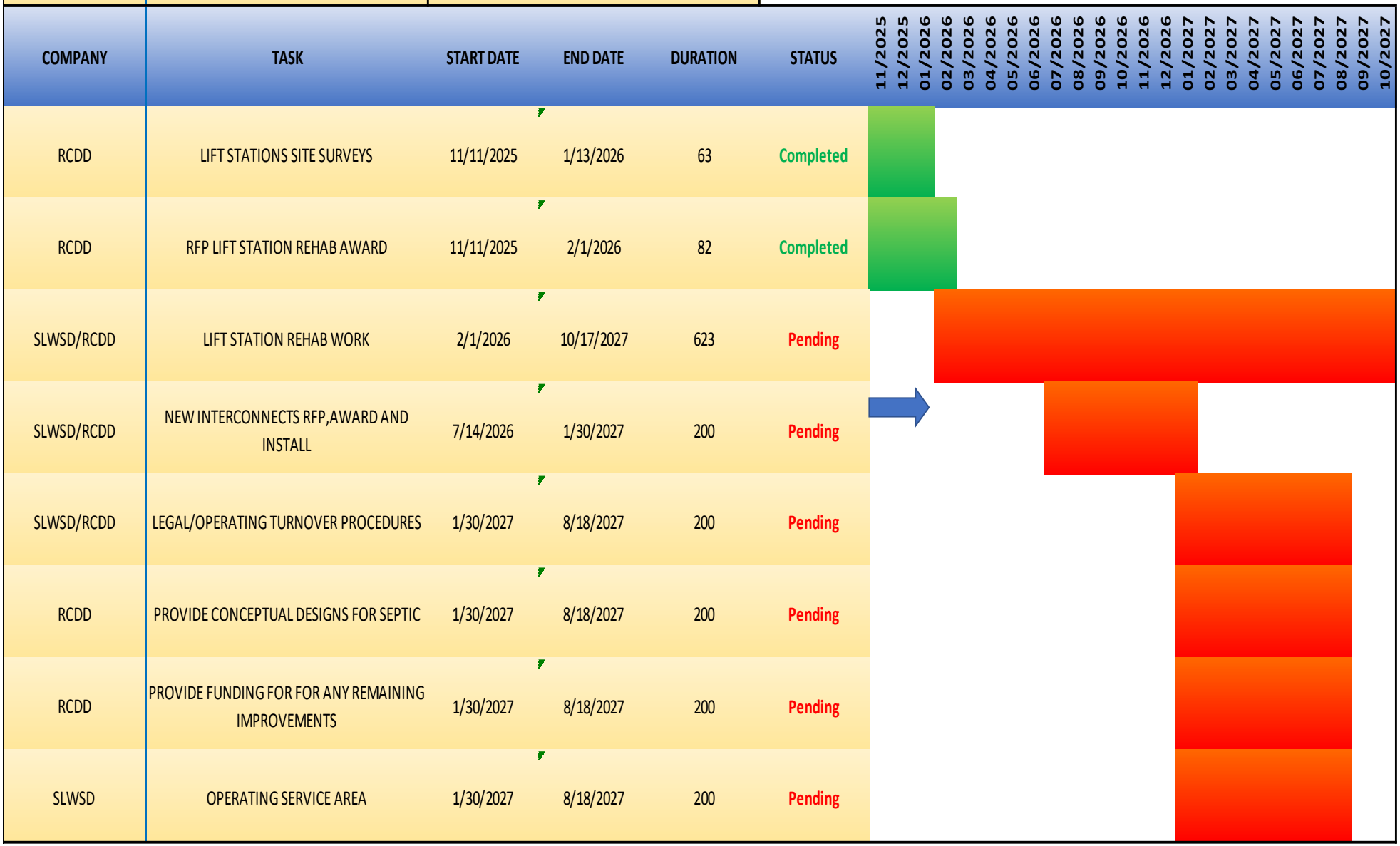
Budget Impact

Project Number: Available Project Budget: $0.00
ORG Number: This Project: $0.00
Available Balance: $0.00

Board Action

Moved by:	Seconded by:	Action Taken:

	RESERVE CDD INCORPORATION	PROJECT TOTAL DURATION= ONGOING			
COMPANY	TASK	START DATE	END DATE	DURATION	STATUS
RCDD	LIFT STATIONS SITE SURVEYS	11/11/2025	1/13/2026	63	Completed
RCDD	RFP LIFT STATION REHAB AWARD	11/11/2025	2/1/2026	82	Completed
SLWSD/RCDD	LIFT STATION REHAB WORK	2/1/2026	10/17/2027	623	Pending
SLWSD/RCDD	NEW INTERCONNECTS RFP,AWARD AND INSTALL	7/14/2026	1/30/2027	200	Pending
SLWSD/RCDD	LEGAL/OPERATING TURNOVER PROCEDURES	1/30/2027	8/18/2027	200	Pending
RCDD	PROVIDE CONCEPTUAL DESIGNS FOR SEPTIC	1/30/2027	8/18/2027	200	Pending
RCDD	PROVIDE FUNDING FOR FOR ANY REMAINING IMPROVEMENTS	1/30/2027	8/18/2027	200	Pending
SLWSD	OPERATING SERVICE AREA	1/30/2027	8/18/2027	200	Pending



CRITICAL PATH : NEW INTERCONNECTS MUST BE INSTALLED AND TESTED

St. Lucie West Services District

Board Agenda Item

Tuesday, October 6, 2026

Item

DM 2 Consider Approval of Purchase of a Replacement Wastewater Treatment Plant Influent Bar Screen System from Heyward Florida Inc.

Summary

Provided for your review and consideration is a proposal from Heyward Florida Inc. for a replacement bar screen located onsite at the wastewater treatment plant. The purpose of a bar screen is to capture and remove debris that are in the raw wastewater stream as it enters the plant. This screen then moves this debris to a dumpster for later disposal at a landfill.

Staff advertised a Request for Proposal "RFP" on July 21,2026 in the newspaper and on our website, with a due date for submission on August 14, 2026.

Only **one** proposal was received that met the submission requirements for a "sealed bid". Heyward Florida Inc. for $476,830.00

Another bidder submitted a proposal via email. Moss Kelley for $371,700.00.
This proposal did not meet the "sealed bid" requirements for submission.

However, staff did make a comparison and ranked the proposals accordingly. Moss Kelley's Proposal was found to be insufficient which did not include installation and did not meet the specifications of the RFP.

Recommendation

Staff recommend approval of the proposal from Heyward Florida Inc. for the not-to-exceed price of $476,830.00.

District Manager: *Joshua Miller*
Assistant Utilities Director: *TJ Bayer*
Chief Wastewater Treatment Plant Operator: *Tom Stirtzinger*

Budget Impact

Project Number:
ORG Number: **5-37009**

Available Project Budget: $1,628,103.00
This Project: $476,830.00
Available Balance: $1,151,273.00

Board Action

Moved by:	Seconded by:	Action Taken:

ST. LUCIE WEST UTILITIES DISTRICT

WASTEWATER TREATMENT PLANT HEADWORKS SCREENING SYSTEM REPLACEMENT PROJECT

MANUFACTURER / GENERAL CONTRACTOR

SAVECO
Member of WAMGROUP

Contact: Todd Campbell
7809 100th Street, Pleasant Prairie, WI 53158
Todd.campbell@savecowaterna.com
(224)302-0301

LOCAL REPRESENTATIVE:

Heyward
FLORIDA INCORPORATED



Contact: Alex Maas
415 Country Club Drive, Winter Park, FL 32789
amaas@heywardfl.com
(407) 948-4191

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SECTION 5 – REFRENCE LIST

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SECTION 1

SCOPE OF SUPPLY AND PRICED PROPOSAL

Scope of Supply

Project:
St. Lucie West Services District WWTP
Port St. Lucie, FL

Specification:
PERFORATED PLATE FILTER SCREEN AND SCREENINGS WASH PRESS

Addenda:
1.

Equipment:
FSM Perforated Filter Screen Model FRSIII 700 x 75/6HF
FSM Screenings Wash Press Model SPW2 200-700

Represented By:
Heyward Florida Inc.
Alex Maas
Phone: 407.628.1880
Email: amaas@heywardfl.com

Regional Sales Manager:
SAVÉCO North America, Inc.
James Willson
Phone: 706.550.3431
Email: james.willson@savecowaterna.com

Project No.: WEC223235
August 10, 2026

SAVECO

ITEM: "A" - One (1) FSM Perforated Filter Screen
Model FRSIII 700 x 75/6HF



BASIS OF DESIGN (EACH)

Application:	Municipal Wastewater
Peak Flow:	5.0 MGD
Screen Perforated Opening:	6 mm
Angle of Screen:	75 degrees from horizontal
Channel Width:	36 inches
Channel Depth:	67.2 inches
Channel Recess:	6 inches
Downstream Water Level:	10.8 inches @ Peak flow
Headloss:	11.7 inches @ Peak flow with 30% blinding
Discharge Height:	4.2 feet (above top of channel)
Wash Water:	26 gpm at 40 – 60 psi
SCR (Screenings Capture Ratio):	85%

PERFORATED PANEL TRAVELING BELT SCREEN (EACH)

- Fully automatic self-cleaning FSM screen complete with all appurtenances – 316 stainless steel.
- Main frame constructed from type 316 stainless steel.
- Flanged baseplate for mounting screen assembly to top of channel from type 316 stainless steel.
- Screen support rails from UHMW-PE provided front and back on each side of frame.
- Replaceable UHMW-PE seals mounted to each side of frame.
- Replaceable bottom seals – Buna-N rubber and triple layer polyester brush with 316 stainless steel adjustable holder.
- Perforated filter screen elements with 6 mm perforations from 3 mm thick (12 gauge) type 316 stainless steel, bolted to drive chain with 316 stainless steel bolt ny-lock nuts and washers.
- Screen drive chain from 316 stainless steel with specially hardened bushings, and pins from stainless steel.
- Stainless steel chain and screen elements driven by two (2) drive shaft mounted stainless steel sprockets with minimum thickness of 0.75 inches.
- Lower rotating guide sprockets from type 316 stainless steel, wear areas hardened, with life seal bushings, and a stub shaft from type 316 stainless steel.
- Drive tensioners – 316 stainless steel.

- Drive system to include 1.5 HP 1760 rpm TEFC geardrive inverter duty motor suitable for 460/3/60 electrical supply.
- Nylon screen cleaning brush, automatic self-adjusting, with stainless steel drive shaft and 2.0 HP 1760 rpm TEFC geared motor suitable for 460/3/60 electrical.
- Rotary Deflector from type 316 stainless steel on back side of screen auxiliary driven by screen drive.
- Internal spray system to clean internal surfaces of screen panel from stainless steel with PVDF nozzles, complete with manual ball valve and solenoid valve.
- Removable 316 stainless steel odor control enclosures/covers.
- Screenings discharge chute with hinged hood – 316 stainless steel.
- Anchor bolts – 316 stainless steel.
- Fasteners – 316 stainless steel.
- Shop surface preparation, stainless steel full dip passivation.

CONTROL PANEL AND INSTRUMENTATION (EACH)

- One (1) NEMA 4X type 304 stainless steel wall mount main control panel suitable for 480/3/60 electrical supply. Control panel shall contain the following control devices for operation of the filter screen.
    1. Main Disconnect, w/ Through Door Handle
    2. Motor Branch Circuit Protection (x3)
    3. VFD, Square D, Altivar 320 Series [Screen, 1.5HP]
    4. Motor Starter, IEC Type, Non-Reversing, with Overload [Brush, 2HP]
    5. Motor Starter, IEC Type, Reversing, with Overload [Press, 3HP]
    6. Load Monitor, Pilz [Press]
    7. Control Power Transformer, 480-120VAC w/ branch circuit protection
    8. Circuit breakers, 120VAC
    9. Programmable Relay
    10. Elapsed Time Meters (x3)
    11. Panel heater with thermostat
    12. Pilot Lights, 22mm [Power, 3-Run, 3-Fault]
    13. Push Buttons, 22mm [E-Stop, Reset]
    14. Selector Switches, 22mm [Screen/Brush HOA, Screen FOS, Screen Spray HOA, Press HOA, FOR, Valve HOA]
    15. Control Relays [As required]
    16. Dry Output Contacts [3-Run, 3-Fault]
    17. Terminal Blocks
    18. UL Certification

- One (1) NEMA 4X polycarbonate Emergency Stop pushbutton station.
- One (1) motor cut-out switch: Interlock switch suitable for the area classification, mounted to the hinged hood.
- One (1) NEMA 4X 120 VAC, 316 stainless steel body wash water solenoid valve.
- One (1) Pulsar Ultra-5 ultrasonic controller with one (1) upstream sensor and one (1) downstream sensor for screen start. The controller shall have 5 internal relays and shall be provided in a windowed NEMA 4X fiberglass enclosure suitable for wall mounting. Each sensor shall have a range of 1-20 ft and be supplied with a 33 ft integral cable and shall be suitable for installation in a Class I Division 1, Group D hazardous area, with stainless steel mounting bracket.

SAVECO

SPARE PARTS (TOTAL)

- None.

FIELD SERVICE (TOTAL)

- Site service of one (1) trip for a total of two (2) days for installation inspection, startup and operator training.

CLARIFICATIONS/COMMENTS

- None.

OPTIONAL ITEMS

- None.

NOTE: ANY ITEM NOT LISTED ABOVE TO BE FURNISHED BY OTHERS

EXCLUSIONS

Taxes, electrical wiring, conduit or electrical equipment, piping, valves, or fittings, shimming material, lubricating oil or grease, shop or field painting, field welding, erection, hoist or lifting apparatus, detail shop fabrication drawings, performance testing, unloading, storage, concrete work, civil design, grating, platforms, stairs, hand railing, dumpster (except as specifically noted).

This proposal section has been reviewed for accuracy and is approved for issue:
By: Alexander Renken Date: August 10, 2026

SAVECO

ITEM: "B" - One (1) FSM Screenings Wash Press Model SPW2 200-700



BASIS OF DESIGN (EACH)

Application:	Municipal Headworks
Screenings Capacity:	70 ft3/hr
Inlet Opening:	700 mm (27.6 inches)
Screw Diameter:	200 mm (7.87 inches)
Discharged Material Dry Solids:	>40%
Volume Reduction:	60 – 85%
Weight Reduction:	60 – 85%
Fecal Reduction:	90% (<20 mg/g BOD5)
Wash Water:	11 gpm @ 20-40 psi

SCREENINGS WASH PRESS (EACH)

- Screenings wash press from type 316 stainless steel.
- Inlet hopper and spray header – 316 stainless steel.
- Screw auger with torque tube and nylon brushes fitted to screw flights to clean drainage trough perforations – shaft and flights from type 316 stainless steel with final flight from Hardox 400.
- Tapered roller bearing with stainless steel body.
- Wear bars from Hardox® 400 alloy steel.
- 6 mm perforated curved drainage section from type 316 stainless steel.
- Drainage collection pan with 6 inch diameter outlet connection and 1 inch NPT flush water connection from type 316 stainless steel.
- Wash water piping from type 316 stainless steel.
- Inlet and outlet flanges from type 316 stainless steel.
- Discharge piping with 45 degree elbows from type 316 stainless steel.
- Discharge piping to have a manually controlled back pressure device from type 316 stainless steel with integral access box and bolted hatch.
- Wash press electric drive motor 3.0 HP TEFC 1760 rpm suitable for 460/3/60 supply with gear reducer mounted directly onto auger drive shaft.
- Support legs, stand and frame from type 316 stainless steel.
- Anchor bolts from type 316 stainless steel.
- Fasteners from type 316 stainless steel.
- Shop surface preparation, stainless steel full dip passivation and painting as required.

SAVECO

CONTROL PANEL AND INSTRUMENTATION (EACH)

- Controls for the wash press to be included in main control panel.
- One (1) NEMA 4X 316 stainless steel body wash water solenoid valve.

SPARE PARTS (TOTAL)

- None.

FIELD SERVICE (TOTAL)

- Provided with screen start-up services.

CLARIFICATIONS/COMMENTS

- None.

OPTIONAL ITEMS

- None.

NOTE: ANY ITEM NOT LISTED ABOVE TO BE FURNISHED BY OTHERS.

EXCLUSIONS

Taxes, electrical wiring, conduit or electrical equipment, piping, valves, or fittings, shimming material, lubricating oil or grease, shop or field painting, field welding, erection, hoist or lifting apparatus, detail shop fabrication drawings, performance testing, unloading, storage, concrete work, civil design, grating, platforms, stairs, hand railing, dumpster (except as specifically noted).

This proposal section has been reviewed for accuracy and is approved for issue:
By: Alexander Renken Date: August 10, 2026

SCOPE OF SERVICES

Furnish all labor, materials and equipment to install new Saveco FSM Screen and Washer Compactor.

This project involves mechanical/electrical installation, and commissioning support for a new FSM screen and washer compactor. The work includes removal of the existing equipment, preparation of the site, installation of the new screen, integration with existing mechanical systems and electrical systems and functional testing.

The Scope of Services will generally include:

- Old screen and washer compactor will be placed on the designated yard floor adjacent to platform.
- Review all issued drawings, specifications, manufacturer's installation manuals, and site conditions.
- Conduct a site visit to validate equipment, access routes, installation clearances, lifting requirements, and tie-in locations.
- Isolate the work area and install required signage, barriers, and safety measures. Remove existing equipment and electrical related to said screen and washer compactor. Clean and prepare mounting surfaces (channels, concrete pads, frames).
- Verify dimensions, elevations, and anchor points against approved drawings. Perform any required drilling, coring, or surface adjustment for proper alignment.

EQUIPMENT DELIVERY & HANDLING

Receive, unload, inspect, and store the FSM equipment and accessories. Designate crane area for removal and installation.

Check for damage, missing components, or discrepancies against the bill of materials. Handle equipment using approved lifting methods to prevent damage to structural members and drive components.

MECHANICAL INSTALLATION

Install the filtering screen and washer compactor in the designated location per manufacturer's specifications and approved drawings. Position and align the screen frame, support brackets, guides, and mounting hardware.
Ensure proper clearance with adjacent structures, channels, covers, and walkways. Coordinate with electrical/automation team for:

- Instrumentation (level sensors, proximity switches, run/stop feedback) Control panel mounting
- Motor Connection Points including conduit and wiring for a screen brush motor
- Verify that all moving parts are guarded and compliant with safety standards.

SAVECO

ELECTRICAL INSTALLATION

Install all electrical components associated with proper functioning of the equipment, including:

- Control Panel Removal and Installation
- Two (2) Local Control Stations One (1) Sub Panel with Ultrasound Level Transducer
- Two (2) Ultrasonic Sensors
- Commissioning and Testing Two (2) Local Control Stations
- One (1) Sub Panel with Ultrasound
- Level Transducer
- Two (2) ultrasonic Sensors

FIELD SERVICE - TESTING, ADJUSTMENT & COMMISSIONING SUPPORT

- Conduct mechanical pre-commissioning activities, including: Manual rotation and operational checks
- Lubrication per manufacturer requirements
- Verification of fasteners, guards, and alignment
- Support electrical and controls teams in powering and testing the equipment. Assist during wet testing/start-up, ensuring:
- Smooth operation without vibration or mechanical interference
- Proper tracking of screens, chains, or belts
- Document any deficiencies and complete corrective actions.

CLARIFICATIONS/COMMENTS

1. All conduits and fittings are in good condition to be reused
2. All Control and Power Wiring to be Reused
3. Permits and Permitting are NOT included. If required, will be provided for an additional fee.
4. Civil works beyond minor adjustments Structural modifications or concrete repairs Supply of utilities (power, water, compressed air)

OPTIONAL ITEMS

- None.

NOTE: ANY ITEM NOT LISTED ABOVE TO BE FURNISHED BY OTHERS.

SAVECO

EXCLUSIONS

Taxes, electrical wiring, conduit or electrical equipment, piping, valves, or fittings, shimming material, lubricating oil or grease, shop or field painting, field welding, erection, hoist or lifting apparatus, detail shop fabrication drawings, performance testing, unloading, storage, concrete work, civil design, grating, platforms, stairs, hand railing, dumpster (except as specifically noted).

This proposal section has been reviewed for accuracy and is approved for issue:
By: Alexander Renken Date: August 10, 2026

ITEM: "D" – Screen Installation Project Contingency

In consideration of the unknown condition of the existing electrical components, grout ramp and channel floor, and washwater feed system, we propose the availability of a small contingency fund for any of the unforeseen repairs that may be required upon the removal of the existing equipment and inspection of the site components to be reused. Item D listed on the proposal would be a fund available in the event any of the above unexpected repair items are encountered.

These funds would only be used after a review of any situation that arises, and only after written approval by St. Lucie West Utilities District, to address any unforeseen concrete or electrical issues that were not able to be assessed during previous site visits, drawing reviews, or available SLWUD knowledge, and discovered after the current system is taken offline.

If no issues are discovered during the project none of these contingency funds would be charged to the SLWUD.

NOTE: ANY ITEM NOT LISTED ABOVE TO BE FURNISHED BY OTHERS.

EXCLUSIONS

Taxes, electrical wiring, conduit or electrical equipment, piping, valves, or fittings, shimming material, lubricating oil or grease, shop or field painting, field welding, erection, hoist or lifting apparatus, detail shop fabrication drawings, performance testing, unloading, storage, concrete work, civil design, grating, platforms, stairs, hand railing, dumpster (except as specifically noted).

This proposal section has been reviewed for accuracy and is approved for issue:
By: Alexander Renken Date: August 10, 2026

SAVECO

PROPOSAL

Item	Equipment	Price in US$
A	One (1) FSM Perforated Filter Screen Model FRSIII 700 x 75/6HF	$ Included Below
B	One (1) FSM Screenings Wash Press Model SPW2 200-700	$ Included Below
C	Equipment Installation – Supply Solutions, Intl, Corp.	$ Included Below
	Total for Specified Equipment and Work:	$ 445,680
D	Optional Contingency Allowance	$ 31,150

Validity:
Prices are valid for a period of 30 days from the date of this proposal.

Warranty Statement and Term:
SAVÉCO North America, Inc. warrants the supplied equipment to the original end user against defects in workmanship or material under normal use and service in compliance with the original design specifications and the maintenance requirements and instructions as found in the Operations & Maintenance Manual. All SAVÉCO North America supplied equipment is warranted for 24 months from date of start-up or 30 months from date of shipment, whichever occurs first. The lower bearing/bottom revolving guide with incorporated bearing is warranted for 72 months and automatic tensioning brush is warranted for 60 months.

Warranty Exclusions:
This warranty does not cover costs for standard and/or scheduled maintenance performed, nor does it cover consumables and SAVÉCO North America parts that, by virtue of their operation, require replacement through normal wear (aka: Wear Parts), unless a defect in material or workmanship can be determined by SAVÉCO North America. Wear parts are defined as brushes, rollers, spray nozzles, drum seals and other items specifically identified in the Operations & Maintenance Manual.

Warranty Coverage:
SAVÉCO North America's liability is limited to the supply or repair of defective parts returned, freight prepaid by buyer to a location specified by SAVÉCO North America. Repaired or replacement parts will be shipped to buyer prepaid via standard ground freight. Express or expedited shipments will be at the expense of the buyer.

Exclusions and Exceptions:
This Warranty excludes damage or wear to equipment caused by misapplication of product, improper maintenance, accident, abuse, unauthorized alteration or repair, Acts of God, or installation or operation that is non-compliant with SAVÉCO North America installation and operations instructions.

Limited Liability:
SAVÉCO North America shall not under any circumstances be liable for any incidental or consequential damages arising from loss, damage to property, personal injury or other damage or losses owing to the failure

of SAVÉCO North America's equipment. The liability of SAVÉCO North America, Inc. is limited as set forth above within the time period set forth above.

Terms: 15% with Submittal Approval
80% Net 30 Days after Shipment
5% Net 30 days after Startup. Startup not to exceed 180 days from equipment delivery.

Taxes: No sales or use taxes have been included in our pricing.

Freight: Prices quoted are F.O.B. shipping point with freight allowed to a readily accessible location nearest jobsite. Any claims for damage or loss in shipment to be initiated by purchaser.

Tentative Project Schedule:

Submittals: Full submittals will be supplied approximately 6 to 8 weeks after receipt and acceptance of purchase order at the SAVÉCO North America offices. We allow 2-3 weeks for submittal approval at which time we will commence fabrication of the equipment and controls. Accumulative timeline from receipt of order: 8 – 11 weeks.

Equipment Production: Production time is approximately 20 to 22 weeks after receipt of approved submittal is received at the SAVÉCO North America offices. Under no circumstances will verbal approval be accepted. Accumulative timeline from receipt of order: 28 – 33 weeks.

Shipment: Packing, consolidation of components and shipment time is approximately 5 to 8 weeks after completion of production. Accumulative timeline from receipt of order: 33 – 41 weeks.

Site Mobilization: Mechanical contractor will require approximately 1 week for mobilization upon receipt of equipment at site. Accumulative timeline from receipt of order: 34 – 42 weeks.

Decommissioning: Decommissioning and removal of existing screen system requires approximately 1 week. Accumulative timeline from receipt of order: 35 – 43 weeks.

Equipment Installation: Installation of the new equipment and electrical components, and connection of the electrical is expected to require approximately 2 weeks. Accumulative timeline from receipt of order: 37 – 45 weeks.

Upon completion of the Equipment Installation step, the start-up and commissioning of the new equipment will be coordinated with the owners schedule to complete the project.

Additional Field Service: This service may be scheduled at $1,600.00 per day plus expenses or is available through a yearly service contract.

Material of Construction: SAVÉCO North America is providing the equipment from the type of material specified for this project. If from 304L stainless steel the concentration of chloride and hydrogen sulfide (H2S) in the equipment operating environment shall be kept below the following values:

- Chloride <200 mg/L
- Hydrogen Sulfide (H2S) <6ppm

If not already done so, SAVÉCO North America can provide the equipment from 316L stainless steel for a price adder for environments that exceed the values noted above.

SAVECO

	Accepted by Purchaser Accepted this ____ day of _____, 2025				
	Buyer:			Telephone:	
	TYPE BUYERS NAME				
	By:			Email:	
		Authorized Signature			
	By:				
		Print name of Authorized Signer			
	Title				
		Title of Authorized Signer			
	Bill To Address:			Ship To Address:	
	Accepted by Seller Accepted this ____ day of _____, 2025				
	Seller:	SAVÉCO® North America, Inc.			
	By:				
		Authorized Signature			

Please sign and return to:
SAVÉCO® North America, Inc.
1570 St Paul Avenue
Gurnee, IL 60031

Attn: Todd Campbell
Phone: 224-302-0301
Email: todd.campbell@savecowaterna.com

SCOPE OF SUPPLY



Port St. Lucie, FL - WSD WWTP

HUBER Belt Screen: EscaMax®

Represented by:
Moss Kelley
Ben McDorman
(954) 755-2092
wbm@mosskelley.com

Regional Sales Director:
Steve Frank
(704) 330-9378
steve.frank@hhusa.net

Project Number:	529284
Spec. Section(s):	City RFP
Addenda:	1
Revision:	0
Scope Date:	August 12, 2026
Bid Date:	August 14, 2026

HUBER Technology, LLC
1009 Airlie Pkwy, Denver, NC 28037
704-949-1010 | www.huber-technology.com

Design Information

Project Technical Data				
Quantity of Screens	1			
Channel Width	**3.00**	**ft**	914	mm
Channel Depth	**5.60**	**ft**	1707	mm
Depth of Channel to Operation Floor	**5.60**	**ft**	1707	mm
Equipment Environment	**Indoor**			
Peak Hourly Flow (PHF) per Screen	**5.00**	**MGD**	219	l/s
Downstream Water Level During PHF	**10.80**	**in**	274	mm
Maximum Upstream Water Level	**30.54**	**in**	776	mm
Maximum Headloss During PHF	**19.74**	**in**	501	mm

Screen Details

Screen Model	EscaMax® 4500x652/6
Quantity	1
Perforation Diameter	1/4 in [6mm]
Inclination from Horizontal	70°
Discharge Height Above Invert	10.38 ft [3165mm]
Approximate Weight	3168 lbs [1440kg]
Wash Water Demand	10 gpm
Wash Water Pressure	75-110 psi
Material	316L stainless steel construction; pickled and passivated in acid
Perforated Screening Panels	Convexly curved, 316L stainless steel with individual polypropylene side seals per panel
Chains	316L links with ANSI-431 pins & polyamide rollers
Upper Sprocket & Bearing	316L stainless steel, split; greasable flange bearings
Lower Sprocket & Bearing	316L stainless steel, solid; silicon carbide slide bearings
Rotating Cleaning Brush	Polyethylene blade
Wash Water Valve	One (1) Burkert 5282 solenoid valve, brass-bodied, C1D1, 120VAC
Drive Motor	Baldor / Bauer BK40 1.0HP, C1D1, 480VAC, 3ph, 60Hz, SF 1.0, VFD
Brush Motor	Baldor / Bauer BK40 2.0HP, C1D1, 480VAC, 3ph, 60Hz, SF 1.0, VFD
Supports	Pivoting; 316L stainless steel construction
Anchor Bolts	M12, 316L stainless steel
Optional Adder	Submerged downstream weir

Screenings Treatment Details

Wash/Compactor Model	WAP-L 4
Quantity	1
Max. Screenings Capacity	140 ft3/hr
Wash water demand	16 gpm
Wash water pressure	30-60 psi
Approximate weight (empty)	750 lbs
Body Material	316L stainless steel construction; pickled and passivated in acid bath
Screw Auger	Shafted; 316L stainless steel construction with stainless-backed nylon brush in wash & compaction zones
Drain	5mm perforations; welded with gasketed, bolt-on inspection ports and 4in flanged connection
Inlet Hopper	316L stainless steel construction; inspection hatch included
Discharge Pipe	7.9ft tapered conical pipe, 10° lower angle, 100° upper angle, 18ft vertical drop chute
Motor Data	5.0HP, Baldor / Bauer Motor and Gearbox, C1D1, 480VAC, 3 phase, 60Hz, SF 1.15 (auger)
Water Manifold	Mounted to body; 316L stainless steel construction with two (2) Burkert 5282 solenoid valves, Stainless-Bodied C1D1 120VA
Anchor Bolts	M12, 316L stainless steel
Optional Adder	Vertical drop chute

Control Details

Controls
EscaMax/WAP - Main Control Panel: QTY 1
Power Supply: 480VAC-3PH-60HZ
Panel Classification: NONE
Panel Location: Outdoors
1 - Enclosure, NEMA 4X, 304 Stainless Steel
1 - Main Disconnect, Circuit Breaker Type, w/Through Door Disconnect Handle
2 - Variable Frequency Drive, Altivar 320, w/ Branch Circuit Protection
[1HP - Max, Screen]
[2HP - Max, Brush]
1 - Motor Starter, Reversing, IEC, w/Branch Circuit Protection
[5HP - Max, Press]
1 - Current Monitor [Press]
1 - Phase Failure Relay
1 - Control Power Transformer, 480-120VAC
1 - Programmable Relay
1 - Panel Heater, with Thermostat
1 - Lot, Circuit Breakers, 120VAC: [As Required]
1 - Lot, Pilot Lights, LED Type: [As Required]
1 - Lot, Push Buttons: [As Required]
1 - Lot, Selector Switches: [As Required]
1 - Lot, Control Relays, Socket Type: [As Required]
1 - Lot, Terminal Blocks: [As Required]
1 - Lot, Dry Contacts: [As Required]
1 - UL Label
LTR-2C-30m: Dual Point - Radar Level Sensor: QTY 1
1 - VEGAMET 842 Controller - Pre-Programmed
1 - Hoffman, NEMA 4X Enc. w/ Window
2 - VEGAPULS C21, IS-C1D1, with 30m cable
CCP2-B: Climate Control Package: QTY 1
- Sun Shield, Shroud Type - Top, Back, Sides
- Dead Front w/ Swing Out Door
- Insulated Outer Door
CCP-AC800: Climate Control Package: QTY 1
- Air Conditioner, NEMA 4X, w/ Corrosion Package
Emergency Stop Push Button: QTY 1
1-Hole, LCS, NEMA 7, Cast Aluminum - E-Stop

Spares & Startup

Spare Parts	
One (1)	Bottom seal element (screen)
One (1)	SOV rebuild kit (screen/WAP)
One (1)	Auger brush (WAP)
Six (6)	Hardox 400 guide bars (WAP)

Freight and Startup Services	
1 trip(s), 3 day(s)	Startup services for installation inspection and startup supervision.
Freight to jobsite.	

Pricing

Equipment	Model	Quantity	Pricing
HUBER Belt Screen	EscaMax® 4500x652/6	1	Included
HUBER Wash Press	WAP-L 4	1	Included
HUBER Control Panel		1	Included
HUBER 1-Year Warranty			Included
Freight and Startup Services		1 trip(s), 3 day(s)	Included
TOTAL:			**$361,700**
HUBER Optional Adder: Submerged Weir (General Note 12)			+$4,300
HUBER Optional Adder: Vertical Drop Chute (General Note 13)			+$17,900

This proposal has been reviewed for accuracy and approved for issue by: CG

Project Clarifications

For the provided RFP, HUBER is offering our well-proven EscaMax/WAP-L. HUBER's offering is designed to meet the performance requirements and intent of the specification. HUBER's equipment differs in construction from the specification, including (but not limited to) the following:

RFP Section
2.04-B: The screw wash press table in section 2.03-B states that the Dry Solids (DS) content must be 40% or greater. Due to the nature of the discharge pipes design, HUBER does not guarantee a DS content of 40% or greater. In addition to this, longer pipes in hotter climates create an increased risk for plugging.
2.05-H: This section specifies a "Rotating Deflector Drive Mechanism". Please note that the HUBER's EscaMax does not have a rotating deflector drive outside of the internal cleaning brush.
2.07-A.5: States that the screen brush motor shall be powered by a motor starter. Please note that HUBER's EscaMax utilizes a VFD to power the brush motor.
2.07-C: Section 2.07-C specifies that NEMA 4X local emergency push button stations shall be provided for field mounting at the screen unit. Assuming the area around the screen is classified, HUBER has provided NEMA 7 Cast Aluminum panel E-Stops. NEMA 4X panels are not suitable for classified environments without complex and expensive adders which HIGHLY complicate maintenance, accessibility, and operation.
2.07-E: Please note that HUBER shall provide one stainless-steel bodied solenoid valve controlling the spray wash on the EscaMax and two stainless-steel bodied solenoid valves controlling the spray wash for the WAP. Any additional solenoid shall be purchased via change order.
2.07-F: Section 2.07-F states that ultrasonic level sensors should be provided. HUBER has provided VEGAMET 842 radar level sensors. Radar level sensors are less expensive and more accurate than ultrasonic level sensors for wastewater level measurement. Ultrasonic sensors tend to be more influenced by environmental conditions, foam, and turbulence within the wastewater flow.

USA TODAY CO.

LocaliQ

PO Box 631244 Cincinnati, OH 45263-1244

AFFIDAVIT OF PUBLICATION

Laura Archer
Slw Services District
St Lucie West Services District
2501 Burns RD # A
Palm Beach Gardens FL 33410-5207

STATE OF WISCONSIN, COUNTY OF BROWN

Before the undersigned authority personally appeared, who on oath says that he or she is the Legal Advertising Representative of the Indian River Press Journal/St Lucie News Tribune/Stuart News, newspapers published in Indian River/St Lucie/Martin Counties, Florida; that the attached copy of advertisement, being a Legal Ad in the matter of , was published on the publicly accessible websites of Indian River/St Lucie/Martin Counties, Florida, or in a newspaper by print in the issues of, on:

SCN StLucie-IndianRv-Stuart 07/21/2026

Affiant further says that the website or newspaper complies with all legal requirements for publication in chapter 50, Florida Statutes.
Subscribed and sworn to before me, by the legal clerk, who is personally known to me, on 07/21/2026

Legal Clerk

Notary, State of WI, County of Brown

9.3.29

My commission expires

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Please do not use this form for payment remittance.

KONGMENG YANG
Notary Public
State of Wisconsin

St. Lucie West Services District Wastewater Treatment Plant Headworks Screening System Replacement Project RFP #2026-07

Request for Proposals

The St. Lucie West Services District Board of Supervisors is accepting sealed proposals for the project known as **St. Lucie West Services District Wastewater Treatment Plant Headworks Screening System Replacement Project RFP #2026-07:**

All Proposals must be received with one (1) original and one (1) copy of the proposal package at the address listed below no later than **August 14, 2026,** at **2:00 PM EST** at which time all Proposals will be opened for the sole purpose of recording. Packages that are received shall be stamped as evidence of the timeliness of the bid receipt. Written questions regarding this RFP must be submitted to the District Manager in writing no later than July 31, 2026, at 2:00 PM EST. Responses to written questions will be issued as addenda and posted on the District website at slwsd.org.

Proposal packages including specifications, terms, conditions, general instructions and qualification package submission documents are now available and may be obtained at St. Lucie West Services District Office located at 450 SW Utility Drive, Port St. Lucie, Florida 34986, Phone 772-340-0220 x133; Facsimile 772-871-5771 or on the website at slwsd.org. A request including the name, address, telephone, and facsimile numbers of the vendors shall be required to register. A pre-proposal site visit will be held on July 24, 2026, at 9:00 A.M. at the St. Lucie West Services District Wastewater Treatment Plant, 450 SW Utility Drive, Port St. Lucie, Florida 34986. Attendance is not mandatory but strongly encouraged. Only registered holders of the Proposal Package will receive addenda.

The SLWSD Board of Supervisors will hold a meeting on **October 6, 2026,** at **9:00 A.M.,** at which time the recommendations will be considered for award.

All proposal packages shall be sealed when submitted and delivered or mailed to:

District Manager
St. Lucie West Services District
450 SW Utility Drive
Port St. Lucie, FL 34986

ENVELOPE MUST BE IDENTIFIED AS
"RFP #2026-07, WWTP HW SCREENING SYSTEM REPLACEMENT PROJECT"

The SLWSD reserves the right to accept or reject any and all proposals (in whole or in part) with or without cause, to waive technicalities, irregularities or informalities, as deemed in the best interest of the SLWSD.

St. Lucie West Services District

Publish: **St. Lucie News Tribune** **07/20/26**
SLWSD web page (www.slwsd.org)

ST. LUCIE WEST SERVICES DISTRICT/WWTF HEADWORKS SCREENING SYSTEM REPLACEMENT PROJECT

<< View Competitor Demographics

Enter 1 or 2. Total Score indicates the highest ranked according to this worksheet.

COMPETITOR NAME	PROJECT COST	EQUIPMENT COST	INCLUDES LABOR	PRODUCT MEETS DISTRICT SCOPE	SUPPLIERS	CERTIFICATIONS	REFERENCES	MET RFP SUBMISSION	TOTALS
Heyward/SAVECO	1	1	2	2	2	1	2	2	13
Moss Kelley/HUBER	2	1	1	1	2	1	1	1	10

8/18/26

ST. LUCIE WEST SERVICES DISTRICT/WWTF HEADWORKS SCREENING SYSTEM REPLACEMENT PROJECT

<< View Competitor Demographics

Enter 1 or 2. Total Score indicates the highest ranked according to this worksheet.

COMPETITOR NAME	PROJECT COST	EQUIPMENT COST	INCLUDES LABOR	PRODUCT MEETS DISTRICT SCOPE	SUPPLIERS	CERTIFICATIONS	REFERENCES	MET RFP SUBMISSION	TOTALS
Heyward/SAVECO	1	2	2	2	2	2	2	2	15
Moss Kelley/HUBER	2	2	1	1	2	1	1	1	11

Josh Miller
8-25-26

ST. LUCIE WEST SERVICES DISTRICT/WWTF HEADWORKS SCREENING SYSTEM REPLACEMENT PROJECT

<< View Competitor Demographics

Enter 1 or 2. Total Score indicates the highest ranked according to this worksheet.

COMPETITOR NAME	PROJECT COST	EQUIPMENT COST	INCLUDES LABOR	PRODUCT MEETS DISTRICT SCOPE	SUPPLIERS	CERTIFICATIONS	REFERENCES	MET RFP SUBMISSION	TOTALS
Heyward/SAVECO	2	1	2	2	1	2	2	2	14
Moss Kelley/HUBER	2	1	1	1	1	1	1	2	10

Thomas Stirtzinger 8/26/2026

St. Lucie West Services District

Board Agenda Item

Tuesday, October 6, 2026

Item

DM 3 Consider Approval of Piggyback Agreement with Quick Painting Group Corp.

Summary

Provided for your review and consideration is a piggyback agreement with Quick Painting Group Corp. This company provides industrial coating services and repairs. They have recently completed the exterior coatings for our Wastewater Treatment Chlorine Tanks, Clarifiers, and Piping on time and to our satisfaction.

Quick Painting Group Corp. was requested by staff to provide a piggyback agreement for the District to use for future projects. The attached contract with the City of Port St Lucie #20260134 was provided.

Recommendation

Staff recommend approval to piggyback the City of Port St Lucie Contract with Quick Painting Group Corp.

District Manager: *Joshua Miller*
Assistant Utilities Director: *TJ Bayer*

Budget Impact

Project Number: Available Project Budget:
ORG Number: This Project:
Available Balance:

Board Action

Moved by:	Seconded by:	Action Taken:

MEMORANDUM

DATE: 06/24/2026

TO: ****ORIGINAL****
CITY CLERK

FROM: Max Previlon, CPPB
Procurement Management Department

SUBJECT: Record Retention

CONTRACT #: 20260134

CONTRACT TITLE: Sandblasting, Pressure Washing, Painting, Coatings Services.

VENDOR NAME: Quick Painting Group Corp.

VENDOR ADDRESS: 7566 Southland Blvd, Suite 106,

CITY & STATE: Orlando, FL 32809

APPROVED BY COUNCIL: June 22, 2026
7.b Award Contract #20260134 Sandblasting, Pressure Washing, Painting, Coatings Services,

CONTRACT TERM: June 24th, 2026, through June 22nd, 2029.

Please see the attached for (1) original contract for your records.

CITY OF PORT ST. LUCIE
CONTRACT #20260134
SANDBLASTING, PRESSURE WASHING, PAINTING, COATINGS SERVICES

This CONTRACT executed this 24th day of June, 2026, by and between the CITY OF PORT ST. LUCIE, FLORIDA, a municipal corporation, duly organized under the laws of the State of Florida, hereinafter called "City," and Quick Painting Group Corp, 7566 Southland Blvd, Suite 106 Orlando, FL 32809 & (407) 733-0401, hereinafter called "Contractor" or "Proposer." City and Contractor may be referred to herein individually as a "party" or collectively as the "parties."

SECTION I
RECITALS

In consideration of the below agreements and covenants set forth herein, the parties agree as follows:

WHEREAS, Contractor is licensed in the State of Florida; and

WHEREAS, the City wishes to contract with a contractor for Sandblasting, Pressure Washing, Painting, Coatings Services, as well as other tasks more specifically described in this Contract; and

WHEREAS, Contractor is qualified, willing, and able to provide the Work specified on the terms and conditions set forth herein; and

WHEREAS, the City desires to enter into this Contract with Contractor to perform the Work specified and in the amount as agreed upon below.

NOW THEREFORE, in consideration of the premises and the mutual covenants herein, the parties agree as follows:

The Recitals set forth above are hereby incorporated into this Contract and made a part of hereof for reference.

SECTION II
NOTICES

All notices or other communications hereunder shall be in writing and shall be deemed duly given if delivered in person, sent by certified mail with return receipt request, email with read receipt, or by Fed-EX, UPS, courier or other similar and reliable carrier and addressed as follows, unless written notice of a change of address is given pursuant to the provisions of this Contract. Each such notice shall be deemed to have been provided:

A. The same day, if sent via email with read receipt.

B. Within one (1) day in the case of overnight hand delivery, courier, or Services such as Fed-Ex or UPS with guaranteed next day delivery; or,

C. Within seven (7) days after it is deposited in the U.S. Mail in the case of registered U.S. Mail.

From time to time, the parties may change the name and address of the person designated to receive notice. Such change of the designated person or their designees and/or address shall be in writing to the other party and as provided herein.

Contractor:	Quick Painting Group Corp Andres Sanchez 7566 Southland Blvd, Suite 106 Orlando, FL 32809. (407) 733-0401 bids@quickpaintinggroup.com
City Contract Administrator:	Max Previlon, CPPB / Procurement Contracting Officer III Procurement Management Division 121 SW Port St. Lucie Blvd. Port St. Lucie, FL 34984 772-871-5224 mprevilon@cityofpsl.com
City Project Manager:	Raymond Wieber, Project Coordinator Utility Systems Department 1001 SE Prineville Street Port St. Lucie, FL 34983 772- 871-7666 JWieber@cityofpsl.com

SECTION III
DESCRIPTION OF SERVICES TO BE PROVIDED

The purpose of this contract is to provide general protective coating services for facilities owned and operated by the Utility Systems Department (USD). Work under this Contract shall include, but not be limited to, structural repairs, concrete protection, and the rehabilitation of water and wastewater piping, buildings, structures, and tanks utilizing modified epoxy protective coatings.

1.1 Description of Work

The Contractor shall furnish all labor, materials, equipment, tools, transportation, and incidentals necessary to perform protective coating services as required by the USD. Project-specific technical specifications will be issued by the USD for each assignment. Work may include, but is not limited to:

- Surface preparation, including sandblasting and pressure washing
- Application of protective coatings and paints
- Structural repairs associated with coating rehabilitation
- Concrete protection and restoration
- Rehabilitation of water and wastewater process structures

Primary work locations include USD Water Treatment Plants, Wastewater Treatment Plants, and remote pumping sites. Secondary locations include any additional facilities owned or operated by the USD. Typical facilities may include tanks, clarifiers, contact basins, digesters, headworks, grit chambers, containment units, and other water and wastewater processing structures.

1.2 Performance Requirements

All work performed under this Contract shall:

- Comply with all applicable Federal, State, and Local codes and regulations
- Conform to recognized industry standards and manufacturer recommendations
- Utilize new materials that include full manufacturer warranties, transferable to the USD
- Be completed in a professional and workmanlike manner

The USD does not guarantee any minimum quantity of work or total expenditure under this Contract.

1.3 Contractor Responsibilities

The Contractor shall:

- Provide all labor, materials, equipment, and incidentals required to complete each project
- Ensure all personnel assigned to the work are trained and qualified for the tasks performed
- Maintain a safe work environment in accordance with OSHA and applicable safety regulations
- Coordinate work with USD staff to minimize disruption to facility operations

All pricing submitted shall be all-inclusive. No additional charges, fees, or surcharges shall be permitted.

1.4. Work Order Process

- As work needs arise, the City will coordinate with the Contractor to define the specific scope of work and project schedule. The contractor shall submit a written quotation that reflects the pricing determined through the evaluation of this Invitation for Bid (IFB). Upon approval, the City will issue a Task Order or Purchase Order that will serve as formal authorization to proceed.
- Each authorization will include:

- Defined scope of work.
- Approved pricing.
- Project completion timeline.

Project Estimates

For each assigned project, the Contractor shall conduct a site inspection to evaluate existing conditions and determine the scope of required work. Within five (5) business days following the inspection, the Contractor shall submit a comprehensive written quote to the City representative that includes:

- Labor estimates, based on rates provided in the approved Pricing bid
- A complete description of all equipment, and materials based on markup provided in the approved Pricing bid.
- A realistic project schedule, including anticipated start and completion dates.

SECTION IV
TIME OF PERFORMANCE

The Initial term of the contract(s) is for three (3) calendar years from the execution date.

SECTION V
RENEWAL OPTION

The City shall have two (2), one (1) year option(s) to renew, which options shall be exercised at the sole discretion of the City. Renewal(s), if provided and selected solely by the City, will be accomplished through the issuance of Contract Amendment.

SECTION VI
COMPENSATION

The total amount to be paid by the City to the Contractor will be determined on a per-project basis utilizing the hourly rates listed in **Schedule "A,"** In addition to these labor rates, the Contractor is authorized to invoice the City for equipment rentals and materials required to complete assigned work, subject to a ten percent (10%) markup. Payments will be disbursed in the following manner.

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	Laborer: Normal Rate	1	Hourly Rate	$30.00	$30.00
2	Laborer: Overtime Rate	1	Hourly Rate	$30.00	$30.00
3	Painter: Normal Rate	1	Hourly Rate	$30.00	$30.00
4	Painter: Overtime Rate	1	Hourly Rate	$30.00	$30.00
5	Sand blaster: Normal Rate	1	Hourly Rate	$30.00	$30.00
6	Sand blaster: Overtime Rate	1	Hourly Rate	$30.00	$30.00
7	Project Manager: Normal Rate	1	Hourly Rate	$0.00	$0.00
8	Project Manager: Overtime Rate	1	Hourly Rate	$0.00	$0.00
9	Project Superintendent: Normal Rate	1	Hourly Rate	$0.00	$0.00
10	Project Superintendent: Overtime Rate	1	Hourly Rate	$0.00	$0.00
TOTAL					**$180.00**

The Contract Sum – Work to be paid for on the basis of per unit prices: each, lump sum, linear feet, square yards, system, etc.

Progress Payments – Within twenty (20) business days, the City shall pay the Contractor the sum of money due each Progress Payment that is properly allocated to labor, materials, and equipment incorporated in the work for the period covered in the application for progress payment. Retainage will be held at five percent (5%) from each progress payment.

Acceptance and Final Payment – Upon receipt of written notice that the work is ready for final inspection and acceptance, the City will promptly make such inspection. When the City finds the work acceptable under the terms of the Contract and the Contract is fully performed, the entire balance will be due to the Contractor and will be paid to the Contractor within twenty (20) business days. Such final payment of the Contractor shall be subject to the covenants in the Contract's Standard Specifications and any liquidated damages will be assessed against the Contractor at that time.

Before issuance of final payment, the Contractor shall submit evidence that all payrolls, material bills, and other indebtedness connected with the work have been satisfied and paid in full. Final Release of Liens from all contractors,

subcontractors, suppliers for materials, and sub-subcontractors are to be attached to the final invoice. In lieu of Final Release, the Contractor may submit a Consent of Surety along with the Final Invoice. All manufacturer's warranty documents must be provided in the format requested by the City prior to final payment.

Invoices for services shall be submitted once per month, by the tenth (10th) day of each month, and payments shall be made within twenty (20) business days, unless the Contractor has chosen to take advantage of the Purchasing Card Program, which guarantees payment within several days. Payments shall be made within twenty (20) business days of receipt of Contractor's valid invoice, provided that the invoice is accompanied by adequate supporting documentation, including any necessary partial release of liens as described above, and is approved by the Project Manager as required under Section XIX of the Contract.

No payment for projects involving improvements to real property shall be due until Contractor delivers to City a complete release of all claims arising out of the Contract or receipts in full in lieu thereof, and an affidavit on his personal knowledge that the releases and receipts include labor and materials for which a lien could be filed.

All invoices and correspondence relative to this Contract must contain the City's Contract number and Purchase Order number, detail of items with prices that correspond to the Contract, a unique invoice number and partial and final release of liens.

All invoices are to be sent to the Project Manager.

The Contractor shall not be paid additional compensation for any loss or damage arising out of the nature of the work, from the action of the elements, or from any delay or unforeseen obstruction or difficulties encountered in the performance of the work, or for any expenses incurred by or in consequence of the suspension or discontinuance of the work.

In the event the City deems it expedient to perform work which has not been done by the Contractor as required by these Specifications, or to correct work which has been improperly and/or inadequately performed by the Contractor as required in these Specifications, all expenses thus incurred by the City, at the City's option, will be invoiced to the Contractor and/or deducted from payments due to the Contractor. Deductions thus made will not excuse the Contractor from other penalties and conditions contained in the Contract.

All payments not made within the time specified by this section shall bear interest from thirty (30) calendar days after the due date at the rate of one (1) percent per month on the unpaid balance.

SECTION VII
WORK CHANGES

The City reserves the right to order work changes in the nature of additions, deletions, or modifications without invalidating the Contract, and agrees to make corresponding adjustments in the Contract price and time for completion. Any and all changes must be authorized by a written change order signed by the City's Purchasing Agent, or his designee, as representing the City. Work shall be changed and the Contract price and completion time shall be modified only as set out in the written change order. Any adjustment in the Contract price resulting in a credit or a charge to the City shall be determined by mutual agreement of the parties before starting the work involved in the change. Any dispute concerning work changes which is not resolved by mutual agreement shall be decided by the City Manager who shall reduce the decision to writing. The decision of the City Manager shall be final and conclusive.

SECTION VIII

CONFORMANCE WITH PROPOSAL

It is understood that the materials and/or work required herein are in accordance with the bid made by the Contractor pursuant to the Solicitation and Specifications on file in the Procurement Management Division of the City. All documents submitted by the Contractor in relation to said bid, and all documents promulgated by the City for inviting proposals are, by reference, made a part hereof as if set forth herein in full.

SECTION IX
INDEMNIFICATION/HOLD HARMLESS

Contractor agrees to indemnify, defend, and hold harmless, the City, its officers, agents, and employees from, and against any and all claims, actions, liabilities, losses, and expenses including, but not limited to, attorney's fees for personal, economic, or bodily injury, wrongful death, loss of or damage to property, at law or in equity, which may arise or may be alleged to have risen from the negligent acts, errors, omissions or other wrongful conduct of Contractor, agents, laborers, subcontractors or other personnel entity acting under Contractor's control in connection with the Contractor's performance of services under this Contract. To that extent, Contractor shall pay such claims and losses and shall pay all such costs and judgments which may issue from any lawsuit arising from such claims and losses including wrongful termination or allegations of discrimination or harassment, and shall pay all costs and attorney's fees expended by the City in defense of such claims and losses, including appeals. That the aforesaid hold-harmless agreement by Contractor shall apply to all damages and claims for damages of every kind suffered, or alleged to have been suffered, by reason of any of the aforesaid operations of Contractor or any agent, laborers, subcontractors, or employee of Contractor regardless of whether or not such insurance policies shall have been determined to be applicable to any of such damages or claims for damages. Contractor shall be held responsible for any violation of laws, rules, regulations, or ordinances affecting in any way the conduct of all persons engaged in or the materials or methods used by Contractor on the work. This indemnification shall survive the termination of this Contract.

SECTION X
SOVEREIGN IMMUNITY

Nothing contained in this Contract shall be deemed or otherwise interpreted as waiving the City's sovereign immunity protections existing under the laws of the State of Florida, or as increasing the limits of liability as set forth in section 768.28, Florida Statutes.

SECTION XI:
INSURANCE

The Contractor shall, on a primary basis and at its sole expense, agree to maintain in full force and effect at all times during the life of this Contract, insurance coverage and limits, including endorsements, as described herein. The requirements contained herein, as well as City's review or acceptance of insurance maintained by Contractor are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by Contractor under the Contract.

The parties agree and recognize that it is not the intent of the City of Port St. Lucie that any insurance policy/coverage that it may obtain pursuant to any provision of this Contract will provide insurance coverage to any entity, corporation, business, person, or organization, other than the City of Port St. Lucie and the City shall not be obligated to provide

any insurance coverage other than for the City of Port St. Lucie or extend its sovereign immunity pursuant to section 768.28, Florida Statutes, under its self-insured program. Any provision contained herein to the contrary shall be considered void and unenforceable by any party. This provision does not apply to any obligation imposed on any other party to obtain insurance coverage for this project and/or any obligation to name the City of Port St. Lucie as an additional insured under any other insurance policy or otherwise protect the interests of the City of Port St. Lucie as specified in this Contract.

1. Workers' Compensation Insurance & Employer's Liability: The Contractor shall agree to maintain Workers' Compensation Insurance & Employers' Liability in accordance with section 440, Florida Statutes. Employers' Liability must include limits of at least $100,000.00 each accident, $100,000.00 each disease/employee, $500,000.00 each disease/maximum. A Waiver of Subrogation endorsement shall be provided. Coverage shall apply on a primary basis. Should scope of work performed by Contractor qualify its employee(s) for benefits under Federal Workers' Compensation Statute (for example, U.S. Longshore & Harbor Workers Act or Merchant Marine Act), proof of appropriate Federal Act coverage must be provided.

2. Commercial General Liability Insurance: The Contractor shall agree to maintain Commercial General Liability insurance issued under an Occurrence form basis, including Contractual liability, to cover the hold harmless agreement set forth herein, with limits of not less than:

Each occurrence	$1,000,000
Personal/advertising injury	$1,000,000
Products/completed operations aggregate	$2,000,000
General aggregate	$2,000,000
Fire damage	$100,000 any 1 fire
Medical expense	$10,000 any 1 person

3. Additional Insured: An Additional Insured endorsement **must** be attached to the certificate of insurance and must include coverage for on-going and Completed Operations (should be ISO CG2037 & CG2010) under the General Liability policy. Products & Completed Operations coverage to be provided for a minimum of five (5) years from the date of possession by City or completion of Contract. Coverage is to be written on an occurrence form basis. Coverage shall apply on a primary and non-contributory basis. A per project aggregate limit endorsement should be attached. Defense costs are to be in addition to the limit of liability. A waiver of subrogation shall be provided in favor of the City. Coverage for the hazards of explosion, collapse and underground property damage (XCU) must also be included when applicable to the work performed. No exclusion for mold, silica or respirable dust or bodily injury/property damage arising out of heat, smoke, fumes, or hostile fire shall apply. Coverage shall extend to independent contractors and fellow employees. Contractual Liability is to be included. Coverage is to include a cross liability or severability of interests' provision as provided under the standard ISO form separation of insurers clause.

   Except as to Workers' Compensation and Employers' Liability, said Certificate(s) and policies shall clearly state that coverage required by the Contract has been endorsed to include the City of Port St. Lucie, a municipality of the State of Florida, its officers, agents and employees as Additional Insured added to its Commercial General Liability policy and Business Auto policy. The name for the Additional Insured endorsement issued by the insurer shall read: **"City of Port St. Lucie, a municipality of the State of Florida, its officers, employees and agents shall be listed as additional insured and shall include Contract #20260134 – Sandblasting, Pressure Washing, Painting, Coatings Service."** The Policies shall be specifically endorsed to provide thirty (30) days written notice to the City prior to any adverse changes, cancellation, or non-renewal of coverage thereunder. All notices shall be sent to the Procurement Management Division, 121 SW Port St. Lucie Blvd., Port St. Lucie, Florida 34984. In the event that the

statutory liability of the City is amended during the term of this Contract to exceed the above limits, the Contractor shall be required, upon thirty (30) days written notice by the City, to provide coverage at least equal to the amended statutory limit of liability of the City. Copies of the Additional Insured endorsements including Completed Operations coverage shall be attached to the Certificate of Insurance.

4. Business Automobile Liability Insurance: The Contractor shall agree to maintain Business Automobile Liability at a limit of liability not less than $1,000,000.00 each accident covering any auto, owned, non-owned and hired automobiles. In the event the Contractor does not own any automobiles, the Business Auto Liability requirement shall be amended allowing Contractor to agree to maintain only Hired & Non-Owned Auto Liability. This amended requirement may be satisfied by way of endorsement to the Commercial General Liability, or separate Business Auto Coverage form. Certificate holder must be listed as additional insured. A waiver of subrogation shall be provided. Coverage shall apply on a primary non-contributory basis.

5. Pollution Insurance: Contractor shall procure and agree to maintain in full force during the term of this Contract, Contractors Pollution Liability Insurance in limits not less than $1,000,000 per occurrence and $2,000,000 aggregate, for any operations relating to the construction, handling, storage, and transportation of hazardous materials and/or waste. Contractors Pollution should be in force for no less than the entire term of the project and two years extended Completed Operations. The City of Port St. Lucie shall be listed as an additional insured. A waiver of subrogation shall be provided in favor of the City. Coverage shall apply on a primary and non-contributory basis.

6. Waiver of Subrogation: By entering into this Contract, Contractor agrees to a Waiver of Subrogation for each required policy. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss contract to waive subrogation without an endorsement, then Contractor shall agree to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy where a condition to the policy specifically prohibits such an endorsement, or voids coverage should Contractor enter into such a contract on a pre-loss basis.

7. Deductibles: All deductible amounts shall be paid for and be the responsibility of the Contractor for any and all claims under this Contract. Where an SIR or deductible exceeds $5,000, the City of Port St. Lucie reserves the right, but is not obligated, to review and request a copy of the Contractor's most recent annual report or audited financial statement.

It shall be the responsibility of the Contractor to ensure that all independent contractors and/or subcontractors comply with the same insurance requirements as listed herein, including Products & Completed Operations coverage for a minimum of five (5) years from the date of possession by City or completion of Contract. It will be the responsibility of the Contractor to obtain Certificates of Insurance from all contractors and subcontractors listing the City as an Additional Insured, without the language, "when required by written contract." If Contractor, any independent contractors, and/or any subcontractors maintain higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by Contractor/independent contractor/subcontractor.

The Contractor may satisfy the minimum limits required above for either Commercial General Liability, Business Auto Liability, or Employers' Liability coverage under Umbrella or Excess Liability. The Umbrella or Excess Liability shall have an Aggregate limit not less than the highest "Each Occurrence" limit for either Commercial General Liability, Business Auto Liability, or Employers' Liability. When required by the insurer, or when Umbrella or Excess Liability is written on Non-Follow Form," the City shall be endorsed as an "Additional Insured."

The City, by and through its Risk Management Department, reserves the right, but is not obligated, to review, modify, reject, or accept any required policies of insurance including limits, coverages, or endorsements, herein from time to time throughout the term of this Contract. All insurance carriers must have an AM Best rating of at least A:VII or better.

A failure on the part of the Contractor to execute the Contract and/or punctually deliver the required insurance, and other documentation may be cause for annulment of the award.

Performance and Payment Bonds: The Contractor shall furnish acceptable recorded Performance and Payment Bonds complying with the statutory requirements set forth in section 255.05, Florida Statues, in the amount of one hundred percent (100%) of the per project price, as required herein. Performance and Payment Bonds are required on any contiguous projects that exceed $200,000.00 in value. It is not the intent of the City to bond the estimated full value of this Contract as there may be times that projects with values less than $200,000.00 will be identified. A fully authorized Surety Licensed by the State of Florida shall execute the Performance and Payment Bonds. Work under any project requiring Performance and Payment Bonds hereunder shall not begin unless and until the Contractor complies with this paragraph. The Performance and Payment Bonds shall remain in full force a minimum of one (1) year after the work required has been completed and final acceptance of the project by the City. Should the Surety become irresponsible during the time the Contract is in force, the City may require additional and sufficient sureties and the Contractor shall furnish same to the satisfaction of the City within ten (10) days after written notice to do so. In default thereof, the Contract may be suspended and/or terminated.

A failure on the part of the Contractor to execute the Contract and/or punctually deliver the required insurance, and other documentation may be cause for annulment of the award.

SECTION XII:
ACTS OF GOD

The Contractor shall be responsible for all preparation of the site for Acts of God, including, but not limited to: earthquake, flood, tropical storm, hurricane, or other cataclysmic phenomenon of nature, rain, wind, or other natural phenomenon of normal intensity, including extreme rainfall. No reparation shall be made to the Contractor for damages to the work resulting from these Acts. The City is not responsible for any costs associated with pre or post preparations for any Acts of God.

Emergencies – In the event of emergencies affecting the safety of persons, the work, or property, at the site or adjacent thereto, the Contractor, or his designee, without special instruction or authorization from the City, is obligated to act to prevent threatened damage, injury, or loss. In the event such actions are taken, the Contractor shall promptly give to the City written notice and make immediate contact by phone, of any significant changes in work or deviations from the Contract documents caused thereby, and if such action is deemed appropriate by the City, a written authorization signed by the City covering the approved changes and deviations will be issued.

SECTION XIII:
PROHIBITION AGAINST FILING OR MAINTAINING LIENS AND SUITS

Subject to the laws of the State of Florida and of the United States, neither Contractor nor any subcontractor, supplier of materials, laborer, or other person or entity shall file or maintain any lien for labor or materials delivered in the performance of this Contract against the City. The right to maintain such lien for any or all the above parties is hereby expressly waived.

SECTION XIV:
COMPLIANCE WITH LAWS

The Contractor shall give all notices required by and shall otherwise comply with all applicable laws, ordinances, and codes and shall, at his own expense, secure and pay the fees and charges for all permits required for the performance of the Contract. All materials furnished and works done are to comply with all federal, state, and local laws and regulations. Contractor will comply with all requirements of 28 C.F.R. § 35.151.

SECTION XV:
PUBLIC RECORDS

Contractor and any subcontractors shall comply with section 119.0701, Florida Statutes. The Contractor and any subcontractors are to allow public access to all documents, papers, letters, or other material made or received by the Contractor in conjunction with this Contract, unless the records are exempt from Article I, section 24(a), Florida Constitution, and section 119.07(1)(a), Florida Statutes. Pursuant to section 119.10(2)(a), Florida Statutes, any person who willfully and knowingly violates any of the provisions of chapter 119, Florida Statutes, commits a misdemeanor of the first degree, punishable as provided in sections 775.082 and 775.083, Florida Statutes.

RECORDS

The City of Port St. Lucie is a public agency subject to chapter 119, Florida Statutes. The Contractor shall comply with Florida's Public Records Laws. CONTRACTOR'S RESPONSIBILITY FOR COMPLIANCE WITH CHAPTER 119, FLORIDA STATUTES. Pursuant to section 119.0701, Florida Statutes, Contractor agrees to comply with all public records laws, specifically to:

Keep and maintain public records required by the City in order to perform the service.

A. The timeframes and classifications for records retention requirements must be in accordance with the General Records Schedule GS1-SL for State and Local Government Agencies and GS2 for Criminal Justice Agencies and District Medical Examiners.

B. During the term of the Contract, the Contractor shall maintain all books, reports, and records in accordance with generally accepted accounting practices and standards for records directly related to this Contract. The form of all records and reports shall be subject to the approval of the City.

C. Records include all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business with the City. Contractor's records under this Contract include, but are not limited to, supplier/subcontractor invoices and contracts, project documents, meeting notes, emails and all other documentation generated during this Contract.

D. The Contractor agrees to make available to the City, during normal business hours all books of account, reports and records relating to this Contract.

E. A Contractor who fails to provide the public records to the City within a reasonable time may also be subject to penalties under section 119.10, Florida Statutes.

Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in chapter 119 or as otherwise provided by law.

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 Contract term and following completion of the Contract if the Contractor does not transfer the records to the City.

Upon completion of the Contract, transfer, at no cost to the City, all public records in possession of the Contractor or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of the Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

CITY CLERK
121 SW Port St. Lucie Blvd.
Port St. Lucie, FL 34984
(772) 871 5157
prr@cityofpsl.com

TRADE SECRETS

Any material submitted to the City that Contractor contends constitutes or contains trade secrets or is otherwise exempt from production under Florida public records laws (including chapter 119, Florida Statutes) ("Trade Secret Materials"), must be separately submitted and conspicuously labeled: "EXEMPT FROM PUBLIC RECORD PRODUCTION – TRADE SECRET." In addition, simultaneous with the submission of any Trade Secret Materials, the Contractor shall provide a sworn affidavit from a person with personal knowledge attesting that the Trade Secret Materials constitute trade secrets under section 688.002, Florida Statutes, and stating the factual basis to support the attestation. If a third party submits a request to the City for records designated by the Contract as Trade Secret Materials, the City shall refrain from disclosing the Trade Secret Materials, unless otherwise ordered by a court of competent jurisdiction or authorized in writing by the Contractor. Contractor shall indemnify and defend the City, its employees, agents, assigns, successors, and subcontractors from any and all claims, causes of action, losses, fines, penalties, damages, judgments, and liabilities of any kind, including attorney's fees, litigation expenses, and court costs, relating to the nondisclosure of any Trade Secret Materials in response to a records request by a third party.

SECTION XVI:
SCRUTINIZED COMPANIES

By entering into this Contract with the City, Contractor certifies that it and those related entities of Contractor, as defined by Florida law, are not on the Scrutinized Companies that Boycott Israel List, created pursuant to section 215.4725, Florida Statutes, and are not engaged in a boycott of Israel. The City may terminate this Contract if Contractor or any of those related entities of Contractor, as defined by Florida law, are found to have submitted a false certification or any of the following occur with respect to the company or a related entity: (i) it has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, or (ii) for any contract for goods or services of one million dollars or more, it has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or it is found to have been engaged in business operations in Cuba or Syria. Notwithstanding the preceding, the City reserves the right and may, in its sole

discretion, on a case by case basis, permit a company on such lists or engaged in business operations in Cuba or Syria to be eligible for, bid on, submit a proposal for, or enter into or renew a contract for goods or services of one million dollars or more, or may permit a company on the Scrutinized Companies that Boycott Israel List to be eligible for, bid on, submit a proposal for, or enter into or renew a contract for goods or services of any amount, should the City determine that the conditions set forth in section 287.135(4), Florida Statutes, are met.

SECTION XVII:
CONTRACT ADMINISTRATION

Amendments. The City and the Contractor agree that they will, from time to time, execute, acknowledge, and deliver, or cause to be executed, acknowledged, and delivered, such supplements hereto and such further instruments as may reasonably be required for carrying out the expressed intention of the Contract. The Contract may be amended in writing from time to time by mutual consent of the parties. All amendments to the Contract must be in writing and fully executed by duly authorized representatives of the City and the Contractor.

Fiscal Year- All reference to Fiscal Year shall mean the City's Fiscal Year. The City's Fiscal Year is from October 1st through September 30th.

Joint Venture. Nothing in the Contract shall be construed as creating or constituting the relationship of a partnership, joint venture, or other association of any kind or agent and principal relationship, between the vested parties. Each party shall be deemed to be an independent contractor contracting for the services and acting toward the mutual benefits expected to be derived from the mutually agreed upon Contract. Neither Contractor nor any of Contractor's agents, employees, subcontractors, or contractors shall become or be deemed to become agents, or employees of the City. Contractor shall therefore be responsible for compliance with all laws, rules, and regulations involving its employees and any subcontractors, including, but not limited to, employment of labor, hours of labor, health and safety, working conditions, workers' compensation insurance, and payment of wages. No party has the authority to enter into any contract or create an obligation or liability on behalf of, in the name of, or binding upon another party to the Contract.

Performance by Industry Standards. The Contractor represents and expressly warrants that all aspects of the Services provided or used by it shall, at a minimum, conform to the standards in the Contractor's industry. This requirement shall be in addition to any express warranties, representations, and specifications included in the Contract, which shall take precedence

Permits, Licenses, and Certifications. The Contractor shall be responsible for obtaining all permits, licenses, certifications, etc., required by Federal, State, County, and Municipal laws, regulations, codes, and ordinances for the performance of the work required in these specifications and to conform with the requirements of said legislation. The Contractor shall be required to complete a **W-9 Taxpayer Identification Form,** provided with the City's Contract, and return it with the signed contract and insurance documents.

Use of Name or Intellectual Property. Contractor agrees it will not use the name or any intellectual property, including but not limited to, City trademarks or logos in any manner, including commercial advertising or as a business reference, without the express prior written consent of the City.

Waiver. Except as specifically provided for in a waiver signed by duly authorized representatives of the City and the Contractor, failure by either party at any time to require performance by the other party or to claim a breach of any provision of the Contract shall not be construed as affecting any subsequent right to require performance or to claim a breach. Each waiver, if mutually agreed upon, shall be published as a Contract amendment.

SECTION XVIII:

ADDITIONAL REQUIREMENTS

In the event of any conflict between the terms and conditions, appearing on any purchase order issued relative to this Contract, and those contained in this Contract and the Specifications herein referenced, the terms of this Contract and Specifications herein referenced shall apply.

Implied Warranty of Merchantability – It is understood that the implied warranty of merchantability and fitness for the specified purpose are not disclaimed, notwithstanding any representation to the contrary.

Warranty and Guarantee – All products furnished by the Contractor shall be supplied with all warranties and guarantees of the manufacturer. All products must be warranted by the Contractor to be free of defects in workmanship and material for a period of not less than three hundred sixty-five (365) calendar days; said period to commence upon the date products are accepted by the City and Contractor has received final payment.

Miscellaneous Testing – The Contractor agrees to reimburse the City for any expenditure incurred by the City in the process of testing products supplied by the Contractor if said products prove to be defective and/or in other manners not in compliance with the specifications. Expenditures as defined therein shall include, but are not limited to, the replacement value of products destroyed in testing, the cost paid by the City to testing laboratories and other entities utilized to provide tests, and the value of labor and materials expended by the City in the process of conducting the testing. Reimbursement of charges as specified herein shall not relieve the Contractor from other remedies.

City's Public Relations Image – The Contractor's personnel shall at all times handle complaints and any public contact with due regard to the City's relationship with the public. Any personnel in the employ of the Contractor involved in the execution of work that is deemed to be conducting himself in an unacceptable manner shall be removed from the project at the request of the City Manager.

Dress Code – All personnel in the employ of the Contractor shall be appropriately attired. Employees engaged in the course of work shall wear company uniforms neat and clean in appearance, readily identifiable to all City employees and the public. Tee shirts with obscene pictures or writings shall not be allowed. Swimsuits, tank tops, shorts and sandals are also prohibited. Safety-toed shoes shall be worn at all times.

Patent Fees, Royalties, and Licenses – If the Contractor requires or desires to use any design, trademark, device, material or process covered by letters of patent or copyright, the Contractor and his surety shall indemnify and hold harmless the City from any and all claims for infringement in connection with the work agreed to be performed. The Contractor shall indemnify the City from any cost, expense, royalty, or damage which the City may be obligated to pay by reason of any infringement at any time during the prosecution of or after completion of the work.

Permits - The Contractor shall be responsible for obtaining all permits, licenses, certifications, etc., required by Federal, State, County, and Municipal laws, regulations, codes, and ordinances for the performance of the work required in these specifications and to conform with the requirements of said legislation. The Contractor shall be required to complete a **W-9 Taxpayer Identification Form,** provided with the City's contract, and return it with the signed Contract and insurance documents

Cooperative Purchasing Agreement - This Contract may be expanded to include other governmental agencies. Contractor may agree to allow other public agencies the same items at the same terms and conditions as this Contract, during the period of time that this Contract is in effect. Each public entity will be responsible for execution of its own requirements with the Contractor.

Discrepancies – If, in the course of performing work resulting from an award under this specification, the Contractor finds any discrepancy between the area defined in these specifications and the actual area where work is being

performed, the Contractor shall discontinue work on the subject area and inform the City of the discrepancy. The Contractor shall thereafter proceed as authorized by the City who will document any modification to these specifications that City has authorized in writing as soon as possible.

Permission to Use – The Contractor shall permit any portion of the new work, which is in suitable condition, to be used by the City for the purpose for which it was intended, provided such use does not hinder or make more expensive the work still to be done by the Contractor.

Contractual Relations – The Contractor(s) are advised that nothing contained in the Contract or specifications shall create any contractual relations between the City and subcontractor(s) of the Contractor.

Labor and Equipment – The Contractor shall utilize experienced personnel who are thoroughly capable of performing the work assigned to them. The Contractor shall utilize proper equipment in good repair to perform assigned work. Failure on the part of the Contractor to furnish such labor or equipment shall be sufficient cause for annulment of any award resulting from these specifications.

Standard Production Items - All products offered must be standard production items that have been available to the trade for a period of not less than two (2) years and are expected to remain available in future years.

Storage and Stockpiling – All storage or stockpiling of tools or materials (i.e., lumber, pilings, etc.) shall be limited to uplands. Excess lumber, scrap wood, trash, garbage or other types of debris shall be removed from the project site upon completion of the work.

Florida Produced Lumber – The Contractor agrees to comply with the provisions of section 255.20, Florida Statutes.

Erosion and Sediment Control – The Contractor is responsible for all erosion and sediment control in accordance with all local, State, and Federal regulatory agency guidelines.

Water Resources – The Contractor shall not discharge without permit into waters of lakes, rivers, canals, waterways and ditches, any fuel, oils, bitumen's, garbage, sewage, or other materials which may be harmful to fish, wildlife, or vegetation, or that may be detrimental to outdoor recreation. The Contractor shall be responsible for investigating and complying with all applicable Federal, State, and Local laws and regulations governing pollution of waters. All work under this Contract shall be performed in such a manner that objectionable conditions will not be created in waters through or adjacent to the project areas.

Native Vegetation – No native vegetation shall be removed without written authorization and prior approval by the City.

Sanitary Conditions – the Contractor shall be responsible to permit the City, its inspectors, and other authorized representatives of the City to have access to all parts of the work, and to all materials intended for use in the work, and to all factories where such materials are manufactured, at all times. The above designated City personnel shall be permitted during said access to remove materials and make such inspections, as they deem necessary. Materials submitted for approval will be inspected and passed upon as promptly as practical as will work in process. However, failure to reject defective work at the time it is done and/or failure to reject materials shall in no way prevent rejection at any time prior to final acceptance of the work authorized by the City.

Foreman or Superintendent and Workmen – The Contractor shall at all times during progress of the work, have on site a competent foreman or superintendent with authority to act for it and to cooperate with the City. The Contractor shall provide competent, careful, and reliable workmen engaged on special work, or skilled work, such as concrete bases, pavements, or structure, or in any trade, with sufficient experience in such work to perform it properly and

satisfactorily and to operate the equipment involved. Contractor shall provide workmen that shall make do and proper effort to execute the work in the manner prescribed in the Contract Documents.

It is prohibited as a conflict of interest for a Contractor to subcontract with a consultant to perform Contractor Quality Control when the consultant is under contract with the City to perform work on any project described in the Contractor's Contract with the City. Prior to approving a consultant for Contractor Quality Control, the Contractor shall submit to the City a certificate from the proposed consultant certifying that no conflict of interest exists.

Adjustments – The Contractor shall be responsible to arrange with utility companies for any adjustment necessary to the valve boxes, manholes, or castings so that they will conform to the new grade after placement of the sidewalk. The Contractor shall also be responsible to identify and avoid damage to all utilities (publicly and privately owned) within the area where work is being performed.

Damages – The Contractor shall be responsible for the charge and care of all work from damage by the elements or from any cause whatsoever until the City confirms in writing to the Contractor that said work is, "substantially complete" and/or "accepted." The Contractor shall be responsible until said written notice is received to repair and make good at their expense any such damage.

Damage to Property – The Contractor shall preserve from damage all property along the line of work, or which is in the vicinity of or is in any way affected by the work, the removal, or destruction of which is not called for by the plans. This applies to public and private property, public and private utilities, trees, shrubs, crops, signs, monuments, fences, guardrail, pipe and underground structures, public highways, etc., whenever such property is damaged due to the activities of the Contractor, it shall be immediately restored to a condition equal to or better than existing before such damage or injury was done by the Contractor, and at the Contractor's expense. The Contractor's special attention is directed to protection of any geodetic monument, horizontal, vertical or property corner, located within the limits of construction.

National Geodetic Vertical Datum 1929 (NGVD '29) or North American Vertical Datum 1988 (NAVD '88) monuments shall be protected. If in danger of damage, notify:

Geodetic Information Center
6001 Executive Boulevard
Rockville, MD 20852
Attn: Maintenance Center (301) 443-8319

City of Port St. Lucie vertical or horizontal datum shall also be protected. In case of damage or if relocation is needed, notify:

City of Port St. Lucie
Engineering Department
121 SW Port St. Lucie Boulevard
Port St. Lucie, FL 341984-5099 (772) 871-5175

SECTION XIX:
INSPECTION AND CORRECTION OF DEFECTS

In order to determine whether the required materials have been delivered or the required work performed in accordance with the terms and conditions of the Contract documents, the Project Manager shall make inspection as soon as practicable after receipt from the Contractor of a Notice of Performance or delivery ticket. If such inspection shows that the required materials have been delivered and required work performed in accordance with terms and conditions

of the Contract documents and that the material and work is entirely satisfactory, the Project Manager shall approve the invoice when it is received. Thereafter the Contractor shall be entitled to payment, as described in Section VI. However, if, upon such inspection the Project Manager is not satisfied, he shall as promptly as practicable inform the parties hereto of the specific respects in which his findings are not favorable. Contractor shall then be afforded an opportunity if desired by him, to correct the deficiencies so pointed out at no additional charge to the City, and otherwise on terms and conditions specified by the Project Manager. Upon failure of the Contractor to perform the work in accordance with the Contract Documents, including any requirements with respect to the Schedule of Completion, and after five (5) days written notice to the Contractor, the City may, without prejudice to any other remedy it may have, correct such deficiencies. The Contractor shall be charged all costs incurred to correct deficiencies. Such examination, inspection, or tests made by the Project Manager, at any time, shall not relieve Contractor of his responsibility to remedy any deviation, deficiency, or defect.

Authority – The Contractor is hereby informed that City inspectors are not authorized to alter, revoke, enlarge, or relax the provisions of these specifications. They are not authorized to approve or accept any portion of the completed work, or instructions contrary to the specifications. An inspector is placed on the project (or sent to the location of materials) to inspect materials being used in the work and to observe the manner in which the work is being performed and to report the progress of the work to the City. The inspector shall have the authority to reject defective materials or suspend any work that is being improperly done subject to the final decision of the City.

Notification – The Contractor shall be responsible to give twenty-four (24) hour notification to the City when field observations are required.

Defective Work – All work and/or materials not meeting the requirements of these specifications shall be deemed as defective by the City, and all such work and/or material, whether in place or not, shall be removed immediately from the site of the work. All rejected materials that have been corrected shall not be used until the City has issued written approval to the Contractor. Without unnecessary delay and without any additional cost to the City, all work that has been rejected shall be remedied or removed and replaced in a manner acceptable to the City. If the Contractor fails to promptly remove and properly dispose of rejected materials and/or work then replaces same immediately after being notified to do so, the City may employ labor to remove and replace such defective work and/or materials. All charges for replacement of defective materials and/or work shall be charged to the Contractor and may be deducted from any monies due to the Contractor or his Surety.

Repair or Replacement – Should any defect appear during the warranty period, the Contractor shall, at their own expense, have repaired or replaced such item upon receipt of written notice from the City of said defect. Said repair or replacement must be accomplished within fourteen (14) calendar days after receipt of notification from the City of the defect.

Deductions – In the event the City deems it expedient to perform work which has not been done by the Contractor as required by these Specifications, or to correct work which has been improperly and/or inadequately performed by the contractor as required in these Specifications, all expenses thus incurred by the City, in the City's option, will be invoiced to the Contractor and/or may be deducted from payments due to the Contractor. Deductions thus made will not excuse the Contractor from other penalties and conditions contained in the Contract.

SECTION XX:
LICENSING

Contractor warrants that it and its employees possess all licenses and certifications necessary to perform required work and is not in violation of any laws. Contractor warrants that such licenses and certificates are current and will be maintained throughout the duration of the Contract.

SECTION XXI:
SAFETY PRECAUTIONS

Precaution shall be exercised at all times for the protection of persons, including employees, and property. The Contractor shall erect and maintain all necessary safeguards for the protection of the Contractor's employees and subcontractors, City personnel, and the general public; including, but not limited to, posting danger signs, and other warnings against hazards as is prudent and/or required by law to protect the public interest. All damage, injury or loss to persons and/or property caused, directly or indirectly, in whole or in part, by the Contractor's employees, or subcontractor(s), or anyone directly or indirectly employed by said parties shall be remedied by the Contractor. The safety provisions of all applicable laws and building and construction codes shall be observed.

Safety Data Sheets – The Contractor shall provide SDS's and description literature for each chemical/compound/mixture used in the performance of the Contract to the City before the commencement of any work. All SDS's shall be of the latest version and comply with 29 CFR 1910.1200. Hazardous products shall not be used except with prior approval of the City, and must be disposed of properly by the Contractor in accordance with U.S. Environmental Protection Agency 40 CFR 260-265. The Contractor shall maintain and have readily accessible on-site a complete SDS book of all chemicals, compounds/mixtures used in the execution of the Contract.

Personal Protective Equipment (PPE) – All personnel are required to wear PPE in the process of the work including eye protection, hearing protection, respiratory protection as necessary, gloves, approved safety boots with steel or composite toes, and any other PPE as necessary for the work.

OSHA Compliance – Contractors must agree that the products furnished, and application methods will comply with applicable provisions of the Williams-Steiger Occupational Safety and Health Act of 1970. These requirements shall include all primary and refresher training mandated under the OSHA guidelines.

SECTION XXII:
ASSIGNMENT

Contractor shall not delegate, assign, or subcontract any part of the work under this Contract or assign any monies due him hereunder without first obtaining the written consent of the City. If Contractor sells all or a majority of its shares, merges with, or otherwise is acquired by or unifies with a third party, it shall notify the City within ten (10) days. If after such notice, the City determines in its sole discretion, it may terminate the Contract, without penalty. The City's consent to any assignment is strictly conditioned upon the third party assuming all obligations under the Contract as it exists at the time of the assignment and/or assumption. Contractor shall ensure that any business transaction complies with the terms of this section, and failure to so comply shall render any alleged assignment and/or assumption void.

SECTION XXIII:
TERMINATION, DELAYS, AND LIQUIDATED DAMAGES

Termination for Cause. The occurrence of any one or more of the following events shall constitute cause for the City to declare the Contractor in default of its obligations under the Contract:

I. The Contractor fails to deliver or has delivered nonconforming services or fails to perform, to the City's satisfaction, any material requirement of the Contract or is in violation of a material provision of the Contract, including, but without limitation, the express warranties made by the Contractor;
II. The Contractor fails to make substantial and timely progress toward performance of the Contract;
III. In the event the Contractor is required to be certified or licensed as a condition precedent to providing the Services, the revocation or loss of such license or certification may result in immediate termination of the Contract effective as of the date on which the license or certification is no longer in effect;
IV. The Contractor becomes subject to any bankruptcy or insolvency proceeding under federal or state law, to the extent allowed by applicable federal or state law, including bankruptcy laws; the Contractor terminates or suspends its business; or the City reasonably believes that the Contractor has become insolvent or unable to pay its obligations as they accrue consistent with applicable federal or state laws;
V. The Contractor has failed to comply with applicable federal, state, and local laws, rules, ordinances, regulations, and orders when performing within the scope of the Contract;
VI. The Contractor has engaged in conduct that has or may expose the City to liability, as determined in the City's sole discretion;
VII. The Contractor furnished any statement, representation, or certification in connection with the Contract, which is materially false, deceptive, incorrect, or incomplete.

Notice of Default. Except in the case of an irreparable or irreversible breach, default, or noncompliance, which shall be governed as provided below, if there is a default, breach, or noncompliance event caused by the Contractor, the City shall provide written notice to the Contractor requesting that the breach, default, or noncompliance be remedied within the period specified in the City's written notice to the Contractor. If the breach or noncompliance is not remedied within the period specified in the written notice, the City may:

I. Immediately terminate the Contract without additional written notice(s); and/or
II. Enforce the terms and conditions of the Contract and seek any legal or reasonable remedies; and/or
III. Procure substitute services from another source and charge the difference between the Contract and the substitute contract to the defaulting Contractor. Such a charge, in the City's option, may be invoiced to the Contractor and/or may be deducted from payments due to the Contractor. Deductions thus made will not excuse the Contractor from other penalties and conditions contained in the Contract.

Irreparable or Irreversible Breach, Default, or Noncompliance. The parties agree that there may be certain breaches, defaults, or acts or omissions of noncompliance that are, by their very nature, irreparable or irreversible. In the event of a breach, default, or noncompliance that is irreparable or irreversible, the City may immediately terminate this Contract upon notice of its decision to exercise this termination right, without providing prior notice or a remedy period. Whether a breach, default, or noncompliance is irreparable or irreversible will be determined in the sole discretion of the City.

Termination for Convenience. The City, in its sole discretion, may terminate this Contract at any time without cause, by providing at least thirty (30) days' prior written notice to Contractor. Following termination without cause, the Contractor shall be entitled to compensation upon submission of invoices and proper proof of claim, for services provided under the Contract to the City up to the time of termination, pursuant to Florida law.

Conversion of Termination for Cause to Termination for Convenience. If the City terminates this Contract for cause, and the basis for such termination is later found to be insufficient, than the termination shall automatically convert to a termination for convenience. In such an instance, the notice provided in the Notice of Default or Irreparable or Irreversible Breach, Default, or Noncompliance sections shall serve as the City's notice for termination for convenience.

Liquidated Damages for Delays. If material is not provided or work is not completed within the time stipulated in this Contract, including any extensions of time for excusable delays as herein provided, the Contractor shall provide to the City one hundred dollars ($100.00) as fixed, agreed, and liquidated damages for each calendar day of delay until the work is completed. The parties agree that this amount represents a good faith estimate on the part of the parties as to the actual potential damages that would occur because of late completion. Contractor hereby expressly waives and relinquishes any right which it may have to seek to characterize the above noted liquidated damages as a penalty, which the parties agree represents a fair and reasonable estimate of City's actual damages at the time of contracting. The Contractor and his sureties shall be jointly and severally liable to the City for the total amount thereof. This shall be the City's sole remedy as to these delays. Any other provision herein that provides for multiple, alternative, discretionary, or cumulative relief, shall not apply to this paragraph.

SECTION XXIV
APPROPRIATION APPROVAL

The Contractor acknowledges that the City of Port St Lucie's performance and obligation to pay under this Contract is contingent upon an annual appropriation by the City Council. The Contractor agrees that, in the event such appropriation is not forthcoming, this Contract may be terminated by the City effective the last date for which funding was appropriated and that no charges, penalties, or other costs shall be assessed.

SECTION XXV:
LAW, VENUE, AND WAIVER OF JURY TRIAL

This Contract is to be construed as though made in and to be performed in the State of Florida and is to be governed by the laws of Florida in all respects without reference to the laws of any other state or nation. The venue of any action taken to enforce this Contract, arising out of this Contract, or related to this Contract, shall be in St. Lucie County, Florida.

The parties to this Contract hereby freely, voluntarily, and expressly, waive their respective rights to trial by jury on any issues so triable after having the opportunity to consult with an attorney.

SECTION XXVI:
CONFLICT OF INTEREST

The City hereby acknowledges that the Contractor may be performing professional services for private developers within the Treasure Coast area. Should a conflict of interest arise between providing services to the City and/or other clients, the Contractor shall terminate its relationship with the other client(s) to resolve the conflict of interest. The City Manager shall determine whether a conflict of interest exists. At the time of each Project Proposal the Contractor shall disclose all its Treasure Coast clients and related Scope of Work.

SECTION XXVII:
PROHIBITION AGAINST CONTINGENT FEES

The Contractor warrants that he or she has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor, to solicit or secure this Contract and that he has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Contractor,

any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Contract.

SECTION XXVIII:
ATTORNEY'S FEES

Each party is responsible for its own attorney's fees for any action arising from or related to this Contract. Each party expressly waives any right to seek attorney's fees from the other party, regardless of the source of such right.

SECTION XXIX:
CODE OF ETHICS

Contractor warrants and represents that its employees will abide by any applicable provisions of the State of Florida Code of Ethics in Chapter 112.311 et seq., Florida Statutes, and Code of Ethics Ordinances in Section 9.14 of the City of Port St. Lucie Code.

SECTION XXX:
POLICY OF NON-DISCRIMINATION

Contractor shall not discriminate against any person in its operations, activities, or delivery of services under this Contract. Contractor shall affirmatively comply with all applicable provisions of federal, state, and local equal employment laws and shall not engage in or commit any discriminatory practice against any person based on race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation, or any other factor which cannot be lawfully used as a basis for service delivery.

SECTION XXXI:
SEVERABILITY

The provisions of this Contract shall be deemed severable and if any portion of the Contract is found invalid or unenforceable, it shall not affect the validity or enforceability of the other provisions herein.

SECTION XXXII:
AUDITS

The Contractor shall establish and maintain a reasonable accounting system that enables the City to readily identify the Contractor's assets, expenses, costs of goods, and use of funds throughout the term of the Contract for a period of at least seven (7) years following the date of final payment or completion of any required audit, whichever is later. Records shall include, but are not limited to, accounting records, written policies and procedures; subcontract files (including proposals of successful and unsuccessful bidders, bid recaps, etc.); all paid vouchers including those for out-of-pocket expenses; other reimbursement supported by invoices; ledgers; canceled checks; deposit slips; bank statements; journals; original estimates; estimating worksheets; contract amendments and change order files; back charge logs and supporting documentation; insurance documents; payroll documents; timesheets; memoranda; and correspondence. The Contractor shall permit the City's authorized auditor or any authorized representative of the State, and where federal funds are involved, the Comptroller General of the United States, or any other authorized representative of the United States government, to access and examine, audit, excerpt and to make copies of all books, documents, papers, electronic or optically stored and created records, or other records relating or pertaining to this

Contract kept by or under the control of the Contractor, including, but not limited to, those kept by the Contractor, its employees, agents, assigns, successors, and subcontractors. Such records shall be made available to the City during normal business hours at the Contractor's office or place of business. The Contractor shall not impose a charge for audit or examination of the Contractor's books and records. If an audit discloses incorrect billings or improprieties, the City reserves the right to charge the Contractor for the cost of the audit and appropriate reimbursement. Any adjustments and/or payments that must be made as a result of any such audit or inspection of the Contractor's invoices and/or records shall be made within a reasonable amount of time (not to exceed ninety (90) days) from presentation of the City's findings to the Contractor. Evidence of criminal conduct will be turned over to the proper authorities.

The Contractor shall ensure the City has these rights with Contractor's employees, agents, assigns, successors, and subcontractors, and the obligations of these rights shall be explicitly included in any subcontracts or agreements formed between the Contractor and any subcontractors to the extent that those subcontracts or agreements relate to fulfillment of the Contractor's obligations to the City.

SECTION XXXIII:
FORCE MAJEURE

Any deadline provided for in this Contract may be extended, as provided in this paragraph, if the deadline is not met because of one of the following conditions occurring with respect to that particular project or parcel: fire, strike, explosion, power blackout, earthquake, volcanic action, flood, war, civil disturbances, terrorist acts, hurricanes, and Acts of God. When one of the foregoing conditions interferes with Contract performance, then the party affected may be excused from performance on a day-for-day basis to the extent such party's obligations relate to the performance so interfered with, provided, the party so affected shall use reasonable efforts to remedy or remove such causes of non-performance. The party so affected shall not be entitled to any additional compensation by reason of any day-for-day extension hereunder.

SECTION XXXIV:
CONSTRUCTION

The title of the section and paragraph headings in this Contract are for reference only and shall not govern, suggest, or affect the interpretation of any of the terms or provisions within each section or this Contract as a whole. The use of the term "including" in this Contract shall be construed as "including, without limitation." Where specific examples are given to clarify a general statement, the specific language shall not be construed as limiting, modifying, restricting, or otherwise affecting the general statement. All singular words and terms shall also include the plural, and vice versa. Any gendered words or terms used shall include all genders. Where a rule, law, statute, or ordinance is referenced, it indicates the rule, law, statute, or ordinance in place at the time the Contract is executed, as well as may be amended from time to time, where application of the amended version is permitted by law.

The parties have participated jointly in the negotiation and drafting of this Contract and agree that both have been represented by counsel and/or had sufficient time to consult counsel, before entering into this Contract. In the event an ambiguity, conflict, omission, or question of intent or interpretation arises, this Contract shall be construed as if drafted jointly by the parties, and there shall be no presumption or burden of proof or persuasion based on which party drafted a provision of the Contract.

SECTION XXXV:
E-VERIFY

The Contractor agrees to comply with section 448.095, Florida Statutes, including the following:

A. Contractor must register with and use the E-Verify system to verify the work authorization status of all new employees of the Contractor. The Contractor must provide the City with sufficient proof of compliance with this provision before beginning work under this Contract.
B. If Contractor enters into a contract with a subcontractor, Contractor must require each and every subcontractor to provide the Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontractor with an unauthorized alien. The Contractor shall maintain a copy of each and every such affidavit(s) for the duration of the Contract and any renewals thereafter.
C. The City shall terminate this Contract if it has a good faith belief that a person or an entity with which it is contracting has knowingly violated section 448.09(1), Florida Statutes.
D. Contractor shall immediately terminate any contract with any subcontractor if Contractor has, or develops, a good faith belief that the subcontractor has violated section 448.09(1), Florida Statutes. If the City has or develops a good faith belief that any subcontractor of Contractor knowingly violated section 448.09(1), Florida Statutes, or any provision of section 448.095, Florida Statutes, the City shall promptly notify the Contractor and order the Contractor to immediately terminate the contract with the subcontractor.
E. The City shall terminate this Contract for violation of any provision in this section. If the Contract is terminated under this section, it is not a breach of contract and may not be considered as such. If the City terminates this Contract under this section, the Contractor may not be awarded a public contract for at least one (1) year after the date on which the Contract was terminated. A contractor is liable for any additional costs incurred by the City as a result of the termination of the contract.
F. The City, Contractor, or any subcontractor may file a cause of action with a circuit or county court to challenge a termination under section 448.095(5)(c), Florida Statutes, no later than twenty (20) calendar days after the date on which the Contract was terminated. The parties agree that any such a cause of action must be filed in St. Lucie County, Florida, in accordance with the Venue provision herein.

SECTION XXXVI:
NON-EXCLUSIVITY

The Contractor acknowledges and agrees that this Contract is non-exclusive.

SECTION XXXVII:
DISCRIMINATORY, CONVICTED, AND ANTITRUST VIOLATOR VENDOR LISTS

Contractor certifies that neither it nor any of its affiliates, as defined in the statutes below, have been placed on the discriminatory vendor list under section 287.134, Florida Statutes; the convicted vendor list under section 287.133, Florida Statutes; or the antitrust violator vendor list under section 287.137, Florida Statutes. Absent certain conditions under these statutes, neither contractors nor their affiliates, as defined in the statutes, who have been placed on such lists may submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.

SECTION XXXVIII:
COOPERATION WITH INSPECTOR GENERAL

Pursuant to section 20.055, Florida Statutes, it is the duty of every state officer, employee, agency, special district, board, commission, contractor, and subcontractor to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant to this section. Contractor understands and will comply with this statute.

SECTION XXXIX:
ENTIRE AGREEMENT

This Contract sets forth the entire agreement between Contractor and City with respect to the subject matter of this Contract. This Contract supersedes all prior and contemporaneous negotiations, understandings, and agreements, written or oral, between the parties. This Contract may not be modified except by the parties' mutual agreement set forth in writing and signed by the parties.

IN WITNESS WHEREOF, the parties have executed this Contract, the day and year first above written.

CITY OF PORT ST. LUCIE, FLORIDA

By: Caroline Sturgis
Purchasing Agent

CONTRACTOR

By: _____
Authorized Representative

NOTARIZATION AS TO AUTHORIZED REPRESENTATIVE'S EXECUTION

STATE OF FLORIDA)
) ss
COUNTY OF Orange)

The foregoing instrument was acknowledged before me by [x] physical presence or [ ] online notarization, this 8 day of June, 20 26, by Daniel Sanchez who is [x] personally known to me, or who has [ ] produced the following identification: _____.

VALENTINA COLINA
Notary Public - State of Florida
Commission # HH 783583
My Comm. Expires Mar 25, 2030
Bonded through National Notary Assn.

Signature of Notary Public

Valentina Colina
Print Name of Notary Public
Notary Public, State of Florida
My Commission expires: 03/25/2030

NOTARY SEAL/STAMP

QuickPainting GROUP

COMMERCIAL | INDUSTRIAL

August 28, 2026

St. Lucie West Services District

Board of Directors

RE: Authorization to Piggyback — City of Port St. Lucie Contract #20260134
Sandblasting, Pressure Washing, Painting, and Coatings Services

To the Board of Directors:

Quick Painting Group Corp is pleased to confirm that we will extend the pricing, terms, and conditions of our contract with the City of Port St. Lucie, Florida — Contract #20260134, for Sandblasting, Pressure Washing, Painting, and Coatings Services — to the St. Lucie West Services District under a cooperative (piggyback) purchasing arrangement.

The City of Port St. Lucie contract is in effect from June 24, 2026 through June 22, 2029, with two (2) one-year renewal options available at the City's sole discretion. Per the Cooperative Purchasing Agreement provision of that contract, the Contract "may be expanded to include other governmental agencies," and the Contractor "may agree to allow other public agencies the same items at the same terms and conditions as this Contract, during the period of time that this Contract is in effect," with each public entity responsible for the execution of its own requirements with the Contractor.

In accordance with this provision, Quick Painting Group Corp confirms its willingness to allow the St. Lucie West Services District to piggyback off Contract #20260134, utilizing the same pricing, terms, and conditions awarded by the City of Port St. Lucie, for the District's Board of Directors' consideration at its upcoming September meeting.

Please let us know if any additional documentation is needed to support this request.

Sincerely,

Mario Sanchez

Vice-President

Assistant Manager Department
7566 Southland Blvd. Suite 106, Orlando, FL 32809 – Phone: (407) 733-0401
Email : info@quickpaintinggroup.com

St. Lucie West Services District

Board Agenda Item

Tuesday, October 6, 2026

Item

DM 4 Other Items

Summary

Discussion/Update items:

- School Bus Turnaround Update
- Vinyards Residents Work Authorization Submitted

Recommendation

Budget Impact

Project Number:
ORG Number:

Available Project Budget: $0.00
This Project: $0.00
Available Balance: $0.00

Board Action

Moved by: Seconded by: Action Taken:

St. Lucie West Services District

Board Agenda Item

Tuesday, October 6, 2026

Item

CA 1 Public Works Monthly Reports

Summary

This report is provided for your review and information as an update to the operations of the Public Works Department

Recommendation

Budget Impact

Project Number:
ORG Number:

Available Project Budget: $0.00
This Project: $0.00
Available Balance: $0.00

Board Action

Moved by: Seconded by: Action Taken:

St. Lucie West Services District
Public Works Department
Aug 2026

Division	Service Orders*	Work Orders**
Aquatics	87	5
Exotic Plant Removal	42	6
Storm Water	25	110
Vac Truck	28	0
Dredge Barge	0	0
Video Ray	87	0
Shop	184	0
Grand Total	453	121

Aquatics Division:

Operations & Maintenance:

Type	Service Orders	Work Orders
Algae	38	0
Injection Treatments	2	0
Hydrilla Treatments	3	0
Midge Fly Treatments	10	0
Harvester Removal	0	0
Surface Plant Treatments	9	2
Wetland & Upland Treatments	0	0
Debris Removal	22	0
Miscellaneous	3	3

Scheduled Maintenance

- Lake Cleaning Schedule - Available Upon Request

Exotic Plant Removal Division:

Operations & Maintenance:

Type	Service Orders	Work Orders
Encroaching Preserves	7	6
Lygodium Treatments	0	0
Exotic Vegetation Treatments	25	n/a
Tree Removals	0	0
Preserves Maintenance	0	n/a
Vine Management	2	0
Miscellaneous	8	n/a

Scheduled Maintenance

- None

Storm Water Division:

Operations & Maintenance:

Type	Service Orders	Work Orders
Locates	n/a	107
Street Flooding	4	0
Grate Cleaning	15	0
Improved Landscaping & Mowing	4	n/a
Miscellaneous	2	3

Storm Water Division Cont'd:

Scheduled Maintenance

- Right of Way Mowing done the first 2 weeks of each month.

Storm Water Division / Vac Truck:

Operations & Maintenance:

Type	Service Orders	Work Orders
Cleaning Out Pipes	28	n/a
Cleaning Out Structures	0	n/a
Miscellaneous	0	n/a

Scheduled Maintenance

- None

Other Information

- 1300 Estimated Footage Cleaned
- 0
- none

Storm Water Division / Dredge Barge:

Operations & Maintenance:

Type	Service Orders	Work Orders
Dredging Pipes	0	n/a
Miscellaneous	0	n/a

Scheduled Maintenance

- None

Other Information

- 0 Estimated Yardage Cleaned
- None
- None

Storm Water Division / Video Ray:

Operations & Maintenance:

Type	Service Orders	Work Orders
Viewing Pipes	5	n/a
Miscellaneous	82	n/a

Scheduled Maintenance

- None

Shop Division :

Operations & Maintenance:

Type	Service Orders	Work Orders
Vehicle Repair	50	n/a
Equipment Repair	81	n/a
Other Repair	53	n/a
Total Repairs	184	n/a

Scheduled Maintenance

- None

* Service Orders are internally logged on an as needed basis by each department. No document is created.

** Work Orders are generated by office staff and distributed to the appropriate department. A physical document is created and distributed.

St. Lucie West Services District

Board Agenda Item

Tuesday, October 6, 2026

Item

CA 2 Monthly Report on Utilities Operations

Summary

This report is provided for your review and information as an update on the day-to-day Utilities operations of the St. Lucie West Services District and will be provided once a month.

St. Lucie West Services District Monthly Utilities Operations Report

Summary			**ERC Water/Wastewater Update**		
	WATER				
	Commercial Accounts		532		
	Residential Accounts		6,280		
	Total Plant Capacity Based on 3.6 MGD		14,400.00	ERC's (Factor 250 gpd)	
	Water ERC's sold as of October 1st		12,346.00		
	Current ERC(use) including the Reserve CDD		9,285.00	ERC's (MAX over 12 Months)	
	The Reserve Commitment for 2026		0.00	ERC's	
	Unsold Water ERC's as of October 1st		2,054.00		
	Sold in FY 2026 (see water table below)		55.00	ERC's	
	Total Unsold Capacity for Water		**1,999.00**		
	Total Unused Capacity for Water		**5,060.00**		

WATER		RESIDENTIAL	COMMERCIAL	THE RESERVE	WATER FEES COLLECTED
ERC's sold in	Oct-25	0.0	6.0	0	$ 15,988.00
ERC's sold in	Nov-25	0.0	0.0	0	$ -
ERC's sold in	Dec-25	0.0	0.0	0	$ -
ERC's sold in	Jan-26	0.0	0.0	0	$ -
ERC's sold in	Feb-26	0.0	44.4	0	$ 123,654.00
ERC's sold in	Mar-26	0.0	4.6	0	$ 12,811.00
ERC's sold in	Apr-26	0.0	0.0	0	$ -
ERC's sold in	May-26	0.0	0.0	0	$ -
ERC's sold in	Jun-26	0.0	0.0	0	$ -
ERC's sold in	Jul-26	0.0	0.0	0	$ -
ERC's sold in	Aug-26	0.0	0.0	0	$ -
ERC's sold in	Sep-26	0.0	0.0	0	$ -
Total Water ERC's sold for FY 2026		**0.0**	**55.0**	**0**	**$ 152,453.00**

WASTEWATER			
Commercial Accounts	477		
Residential Accounts	6,280		
Total Plant Capacity Based on 2.60 MG/TMADF	10,400.00	ERC's (Factor 250 gpd) TMADF	
Wastewater ERC's sold as of October 1st	9,876.80		
Current ERC(use) including the Reserve CDD	6,447.00	ERC's (MAX over 12 Months)	
The Reserve Commitment for 2026	0.00	ERC's	
Unsold Wastewater ERC as of October 1st	523.20		
Sold in FY 2026 (see W.Water table below)	55.00	ERC's	
Total Unsold Capacity for Wastewater	**468.20**		
Total Unused Capacity for Wastewater	**3,898.00**		

WASTEWATER		RESIDENTIAL	COMMERCIAL	THE RESERVE	WASTEWATER FEES COLLECTED
ERC's sold in	Oct-25	0.0	6.0	0	$ 12,550.00
ERC's sold in	Nov-25	0.0	0.0	0	$ -
ERC's sold in	Dec-25	0.0	0.0	0	$ -
ERC's sold in	Jan-26	0.0	0.0	0	$ -
ERC's sold in	Feb-26	0.0	44.4	0	$ 99,900.00
ERC's sold in	Mar-26	0.0	4.6	0	$ 10,350.00
ERC's sold in	Apr-26	0.0	0.0	0	$ -
ERC's sold in	May-26	0.0	0.0	0	$ -
ERC's sold in	Jun-26	0.0	0.0	0	$ -
ERC's sold in	Jul-26	0.0	0.0	0	$ -
ERC's sold in	Aug-26	0.0	0.0	0	$ -
ERC's sold in	Sep-26	0.0	0.0	0	$ -
Total Wastewater ERC's sold for FY 2026		**0.0**	**55.0**	**0**	**$ 122,800.00**

New Connections in August:	-	ERC's

St. Lucie West Services District Monthly Utilities Operations Report

August-26

Water Treatment Facility

· Total Finished Water Produced for August was	64.07	MG
· The Finished Water Produced for the Previous Twelve Months was	741.72	MG
· The Average Daily Flow of Finished Water for August was	2.07	MG
· The Annual Average Daily Flow of Finished Water for August was	2.03	MG
· The Three Month Average Daily Flow of Finished Water for August was	2.04	MG
· The Water Treatment Plant Capacity is Operating at	57.4%	
· The Water Plant Annual Withdrawal Capacity per SFWMD WUP is at	82.1%	

Water Treatment Plant Projects for August:

· New Injection Well Construction Connection Process Ongoing
· Reserve CDD Service Area Incorporation Process Ongoing

Wastewater Treatment Facility

· Total Influent Wastewater flow for August was	45.14	MG
· Total Effluent Wastewater flow for August was	44.63	MG
· The Average Daily Flow of Influent Wastewater for August was	1.46	MG
· The Average Daily Flow of Effluent Wastewater for August was	1.44	MG
· The Annual Average Daily Flow of Influent Treated for August was	1.46	MG
· The Three Month Average Daily Flow of Influent Treated for August was	1.42	MG
· The Wastewater Plant Capacity is Operating at	54.5%	

Wastewater Treatment Plant Projects for August:

· Replaced motor coupling on blower #3
· Completed install and switchover for new UPS in MCC room
· Cleaned blower air filters

Underground Utilities Division
Work Task and Service Order Monthly Report

Month/Year: August-2026

Count	Description
62	New Service/Connect/Disconnect/occupant change
0	Install Permanent Meter
0	Remove Permanent Meter
1	Install Temporary Meter
1	Remove Temporary Meter
0	Lock off/non payment office
0	Lock off Return payment
0	Lock Off Temporary
40	Lock Off Non-Payment
26	Reconnection "No Fee"
32	Reconnection "Regular Hours"
2	Reconnection "After Hours"
0	Reconnection "Inspection"
13	Check for Leak "No Leak Found"
16	Check for Leak "Customers Responsibility"
15	Check for Leak "Districts Responsibility"
0	Meter Reading Exception
0	Meter Maintenance
0	Read Meter pull Data Office Request
8	Meter Box
0	Follow up "Meter Swap"
10	Complaint
0	AMI Lock off Leak
2	Meter Change Out
0	Fire Hydrant
0	Irrigation "Checking for Leaks and Turning on Or Shutting Off Valves"
7	Sewer "Backups, Sewer Caps, or Breaks"
0	Lock off failed ARR
5	Read Meter Office Request
107	Locates
0	Complaints "Water Quality, Pressure, etc..."
8	Follow up "Incomplete Task by District or Contractor from Previous Service Orders"
0	Read Meter pull Data Customer Request
0	Miscellaneous
0	Liftstations "Private"
0	Liftstations "District"
10	Door Hanger
0	Service Action
61	AMI Leak Alarm
7	Vactor Lift Stations 50,40,41,35,49,51,31
39	Commercial FOG Inspections (Utilities Field Inspector)

UGU CONSTRUCTION CREW PROJECTS:

- ASPHALT REPAIRS- (1) Cascades, (1) Westbrook Isles
- SIDEWALK REPAIRS -(1) Lake Charles, (1) SLWSD ADMIN BLDG
- CONCRETE PADS- (1)SLWSD ADMIN BLDG Fountain
- LIFT STATION REPAIRS- Valve Insertion (#37); Complete Rehab RESERVE CDD (#15)
- CONCRETE DRIVEWAY REPAIRS- (1) Lift Station #32

IRRIGATION MONTHLY REPORT- AUGUST 2026

SERVICE ORDERS	
S/O DESCRIPTION	**TOTAL**
* CHECK FOR LEAK & OPERATE VALVES	21
IQ FOLLOW UP (ANGEL)	1
ACREAGE MEASUREMENT	0
COMPLAINTS	1
TIMER CHANGE REQUEST	0
ADDITIONAL TIME REQUEST NEW PLANTINGS	0
* Also reported un UGU MOR	

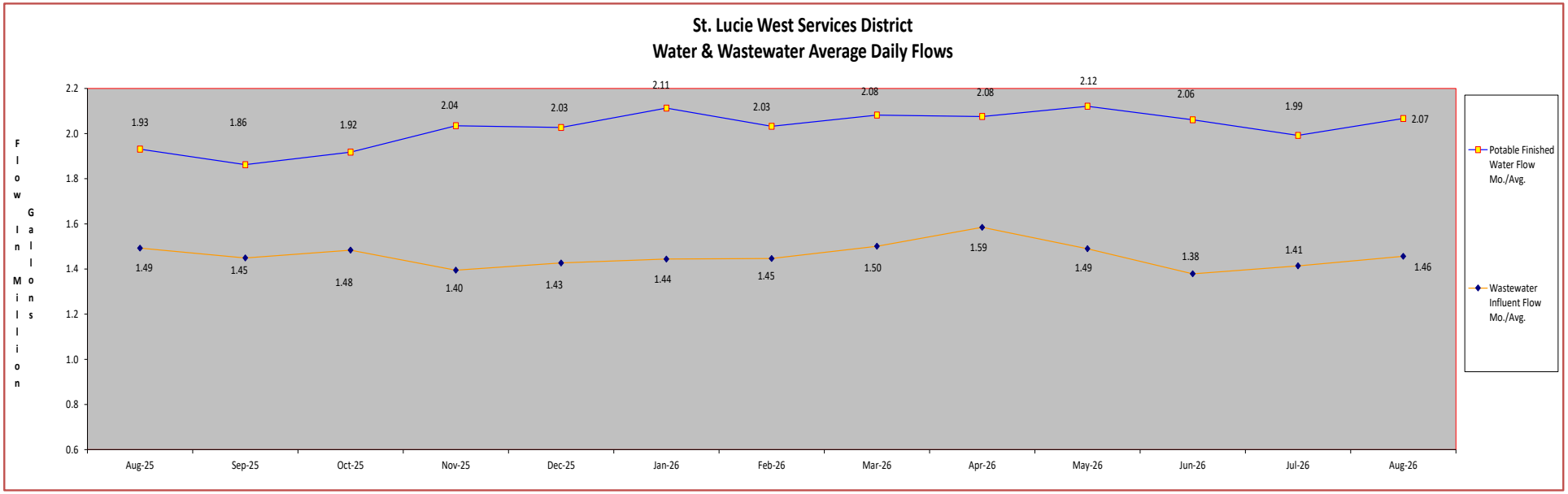
IRRIGATION FLOWS			
SOURCE	**TOTAL (MG)**	**ADF (MG)**	**MAX DAY (MG)**
LK ERNIE	22.739	0.734	**2.463**
MAIN PUMP STATION	46.345	1.495	**4.117**
STORM WATER TRANSFER	5.760	0.186	**2.092**
SURFICIAL WELLS	0.000	0.000	**0.000**
BRACKISH WELLS	0.653	0.021	**0.046**
GOLF COURSE	5.136	0.166	**0.488**

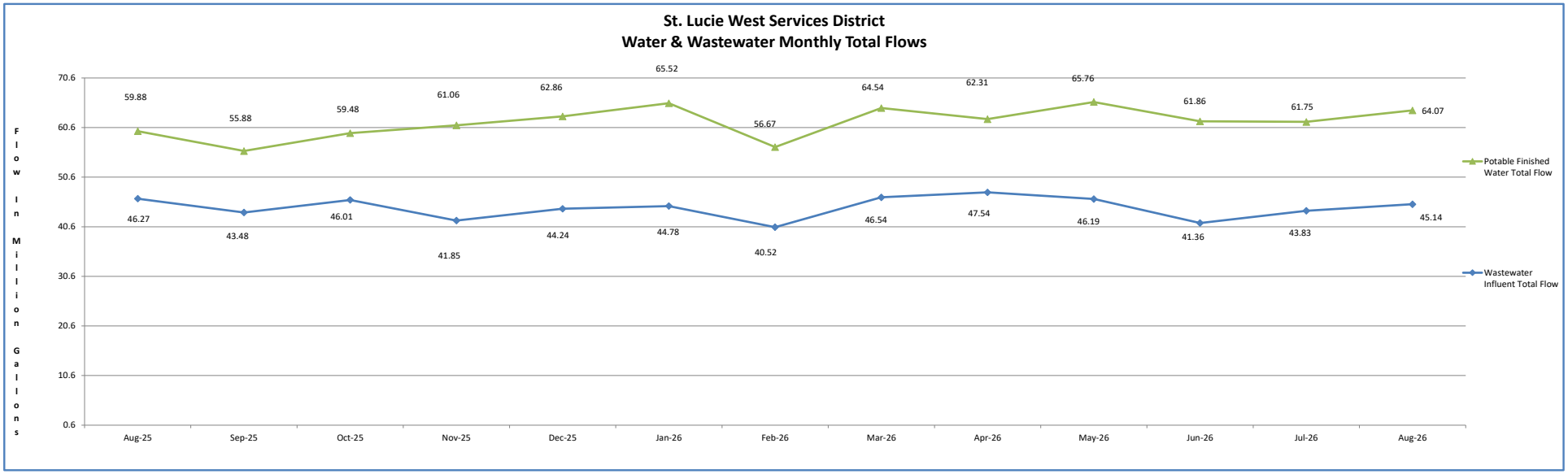
FLOWS (CATEGORIZED)			
	TOTAL (MG)	**%**	**MAX DAY (MG)**
REUSE	44.626	61.03%	**1.629**
STORMWATER	28.499	38.97%	
WELLS (ALL)	0.653	0.89%	
TOTAL	73.125	100.89%	

PROJECTS

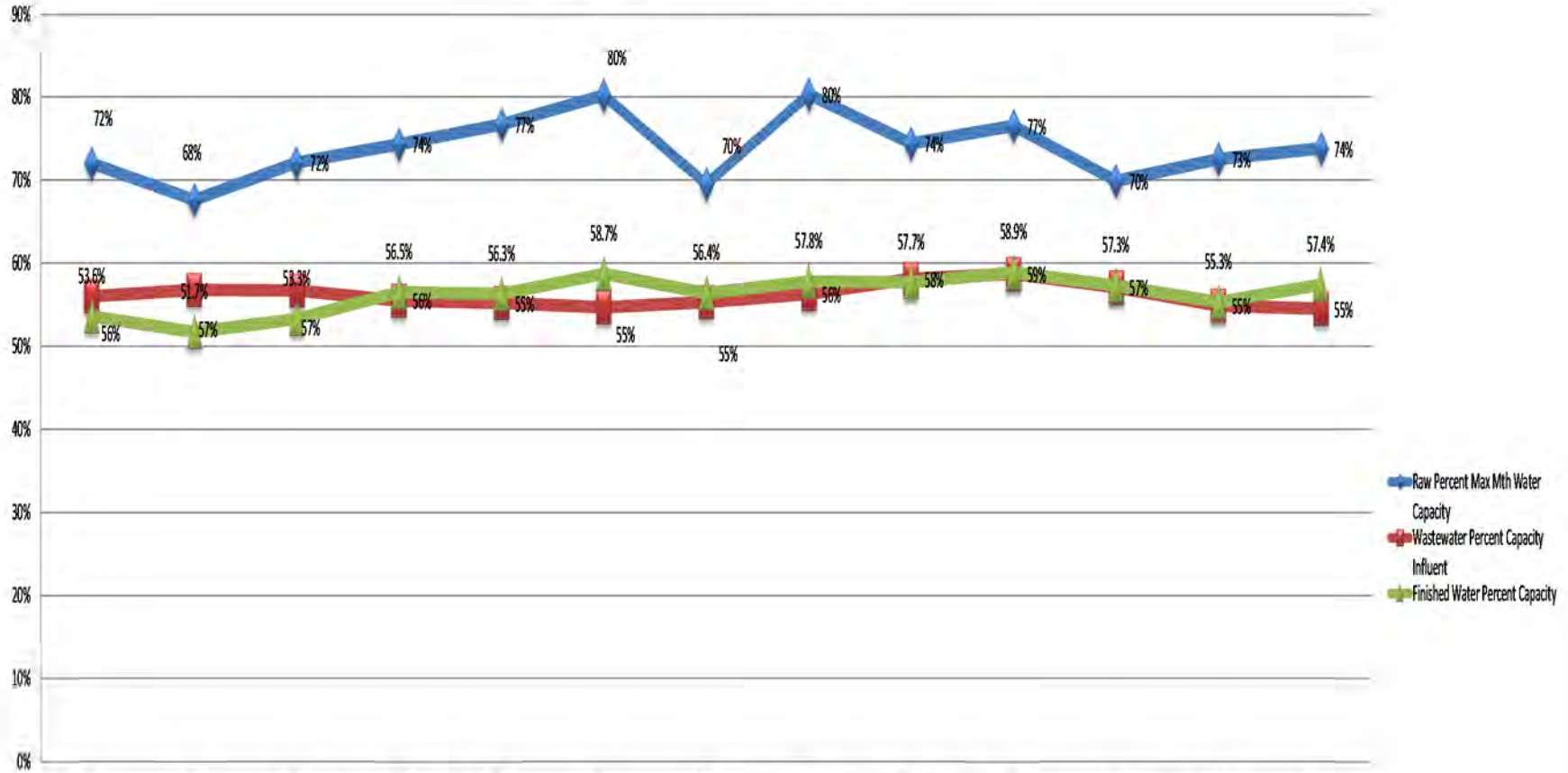
Continuing to provide the Mets with reclaimed water.

Removed filter from Lake Forest, replaced with spool piece

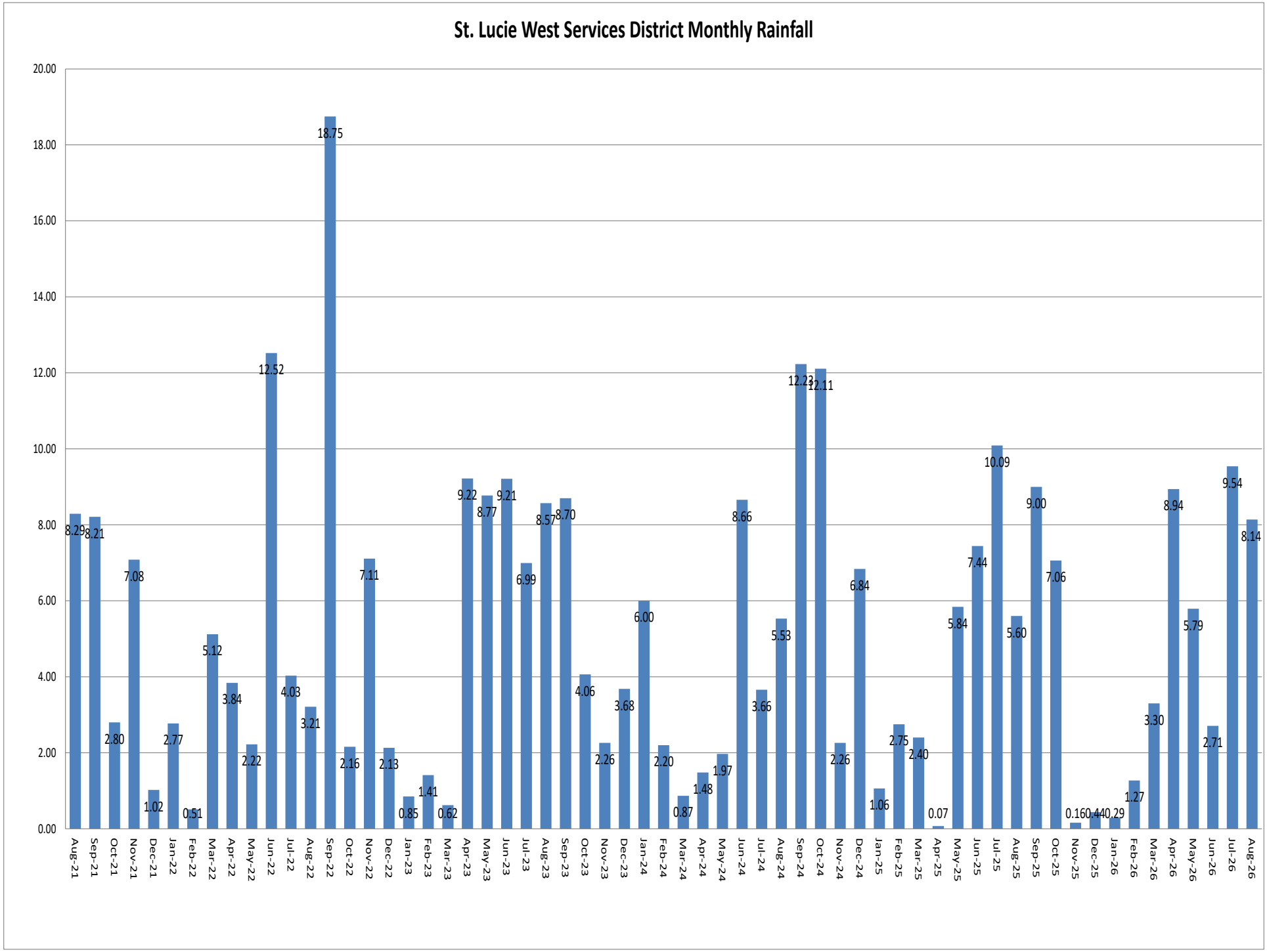

St. Lucie West Services District
Water & Wastewater Average Daily Flows
Flow In Million Gallons
2.2
2.0
1.8
1.6
1.4
1.2
1.0
0.8
0.6
1.93
1.86
1.92
2.04
2.03
2.11
2.03
2.08
2.08
2.12
2.06
1.99
2.07
1.49
1.45
1.48
1.40
1.43
1.44
1.45
1.50
1.59
1.49
1.38
1.41
1.46
Aug-25
Sep-25
Oct-25
Nov-25
Dec-25
Jan-26
Feb-26
Mar-26
Apr-26
May-26
Jun-26
Jul-26
Aug-26
Potable Finished Water Flow Mo./Avg.
Wastewater Influent Flow Mo./Avg.


St. Lucie West Services District
Water & Wastewater Monthly Total Flows
Flow In Million Gallons
70.6
60.6
50.6
40.6
30.6
20.6
10.6
0.6
59.88
55.88
59.48
61.06
62.86
65.52
56.67
64.54
62.31
65.76
61.86
61.75
64.07
46.27
43.48
46.01
41.85
44.24
44.78
40.52
46.54
47.54
46.19
41.36
43.83
45.14
Aug-25
Sep-25
Oct-25
Nov-25
Dec-25
Jan-26
Feb-26
Mar-26
Apr-26
May-26
Jun-26
Jul-26
Aug-26
Potable Finished Water Total Flow
Wastewater Influent Total Flow

St. Lucie West Services District
Water and Wastewater Percent Capacity



	Aug-25	Sep-25	Oct-25	Nov-25	Dec-25	Jan-26	Feb-26	Mar-26	Apr-26	May-26	Jun-26	Jul-26	Aug-26
	Aug-25	Sep-25	Oct-25	Nov-25	Dec-25	Jan-26	Feb-26	Mar-26	Apr-26	May-26	Jun-26	Jul-26	Aug-26
Raw Percent Max Mth Water Capacity	72%	68%	72%	74%	77%	80%	70%	80%	74%	77%	70%	73%	74%
Wastewater Percent Capacity Influent	56%	57%	57%	56%	55%	55%	55%	56%	58%	59%	57%	55%	55%
Finished Water Percent Capacity	53.6%	51.7%	53.3%	56.5%	56.3%	58.7%	56.4%	57.8%	57.7%	58.9%	57.3%	55.3%	57.4%


St. Lucie West Services District Monthly Rainfall
20.00
18.00
16.00
14.00
12.00
10.00
8.00
6.00
4.00
2.00
0.00
8.29
8.21
2.80
7.08
1.02
2.77
0.51
5.12
3.84
2.22
12.52
4.03
3.21
18.75
2.16
7.11
2.13
0.85
1.41
0.62
9.22
8.77
9.21
6.99
8.57
8.70
4.06
2.26
3.68
6.00
2.20
0.87
1.48
1.97
8.66
3.66
5.53
12.23
12.11
2.26
6.84
1.06
2.75
2.40
0.07
5.84
7.44
10.09
5.60
9.00
7.06
0.16
0.44
0.29
1.27
3.30
8.94
5.79
2.71
9.54
8.14
Aug-21
Sep-21
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Feb-22
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May-26
Jun-26
Jul-26
Aug-26

St. Lucie West Services District

Board Agenda Item

Tuesday, October 6, 2026

Item

CA 3 Monthly Report on Ongoing & Capital Improvement Projects

Summary

This report is provided for your review and information as an update on the Ongoing & Capital Improvement Projects for the St. Lucie West Services District.

SW066 WWTF Filters and Effluent Piping Painting Project Completed

SW085 Lakes Irrigation Valve Replacement Project Completed

SW098 WTP Expansion Injection Well #2 Construction Completed

SW098 WTP Expansion Design Underway

SW099 Wastewater Emergency Storage Bypass Ongoing

PROJECT TRACKER - St Lucie West Services District (Ongoing)

Project No.	Project Engineer	Project Manager	Contractor / Vendor	Approved Capital Budget Funds in Dollars	Encumbered / Actual Cost of Project in Dollars	Available 2026 Budget	Ongoing % Compl.	FY % Completion	Project	Oct-2025	Nov-2025	Dec-2025	Jan-2026	Feb-2026	Mar-2026	Apr-2026	May-2026	Jun-2026	Jul-2026	Aug-2026	Sep-2026		
WM001	HR GREEN	GR		353,987	332,591	21,396	75%	94%	Stormwater Emergency Repairs														4B Gate Project, Pipe Lining & Repairs
SW001		JM/TB		215,833	90,963	124,870	55%	42%	Lift Station Renewal & Replacement														Pump and Equipment Replacements
SW037		JM/TB		250,000	124,145	125,855	50%	50%	Emergency Renewal and Replacement Projects														
SW047		JM/TB		33,660	13,862	19,798	75%	41%	Structural Repairs Manholes														
SW049		JM/TB		29,700	5,000	24,700		17%	Protective Coating Manholes														
SW064		JM/TB		55,000	34,783	20,217	60%	63%	Replacement Meters														Second Antenna Tower/Collector Installed
SW066		JM/TB		100,000	42,000	58,000	5%	42%	WWTF Plant Painting & Sealing of Tanks														Chlorine Contact Chambers 1 & 2 Piping & Filter Tanks
SW084		JM/TB		5,000	-	5,000		0%	UGU Potable Water Flushing Devices														
SW085		JM/TB		16,538	13,096	3,442	50%	79%	Emergency (Assoc. Irr.) R&R Projects														
SW091		JM/TB		5,000	-	5,000		0%	IRR Water Flushing Devices														
			Total	$ 1,064,718	656,440	408,278																	
									ONGOING CAPITAL R&R PROJECTS	10	10	10	10	10	10	10	10	10	10	10	10		

PROJECT TRACKER - St Lucie West Services District (Capital Projects)

Project No.	Project Engineer	Project Manager	Contractor / Vendor	Approved Capital Budget Funds in Dollars	Encumbered / Actual Cost of Project in Dollars	Available 2026 Budget	Ongoing % Compl.	FY % Completion	Project	Oct-2025	Nov-2025	Dec-2025	Jan-2026	Feb-2026	Mar-2026	Apr-2026	May-2026	Jun-2026	Jul-2026	Aug-2026	Sep-2026		
SW092		JM/GR		35,000	18,529	35,000	35%	53%	Repaving Utility Site														Patchwork in Progress
SW095		JM/TB		500,000	-	500,000	5%	0%	Step Screen Replacement														WWTF Headworks RFP Advertised
SW098	HR GREEN	JM/TB		26,000,000	495,000	25,505,000	30%	30%	WTP Expansion-Design/Build														Design Criteria to Bid by 10/1/26
SW098	HR GREEN	JM/TB	YOUNGQUIST	10,000,000	8,500,000	1,500,000	72%	85%	WTP Expansion-IW 2 Construction														INJ WELL #2 Construction Complete-Connection Underway
SW099	HR GREEN	JM/TB		150,000	15,704	134,296	10%	30%	Wastewater Emergency Storage Bypass														Old Discharge Piping Removed; New Bypass Line Installed
			Total	$ 36,685,000	9,029,233	27,674,296																	

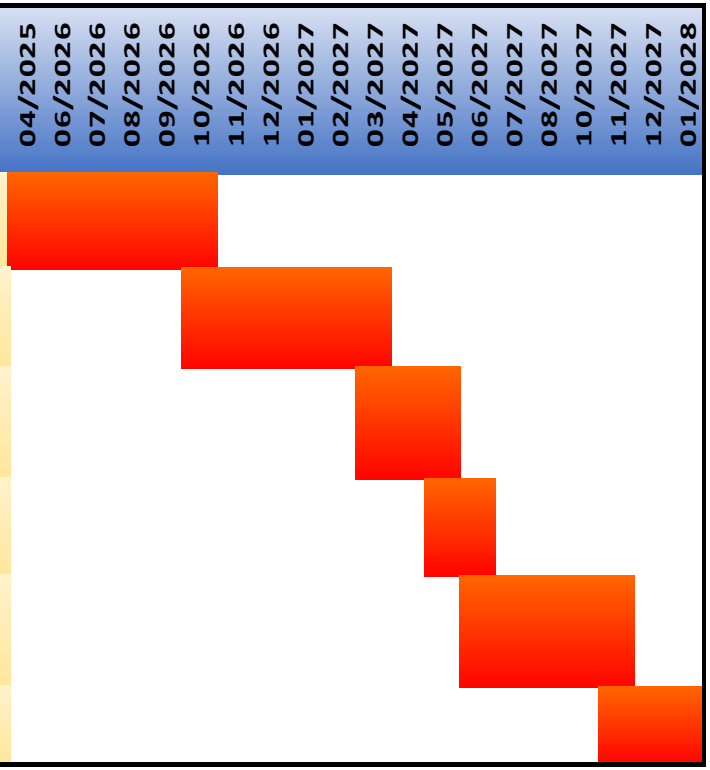
Available Budget Amounts Listed in RED are Over Budget
Available Budget Amounts Listed in Blue are At or Under Budget

	Oct-2025	Nov-2025	Dec-2025	Jan-2026	Feb-2026	Mar-2026	Apr-2026	May-2026	Jun-2026	Jul-2026	Aug-2026	Sep-2026
TOTAL PROJECTS IN PROGRESS OR COMPLETE	5	5	5	5	5	5	5	5	5	5	5	
PROJECTS IN DESIGN PHASE	4	4	4	4	4	3	1	1	1	1	1	
PROJECTS IN BID PHASE	0	0	0	0	0	0	1	1	1	1	1	
PROJECTS IN CONSTRUCTION PHASE	1	1	1	1	1	3	3	3	3	3	3	
PROJECTS COMPLETED	0	0	0	0	0	0	0	0	0	0	0	

Major Project(s) Update

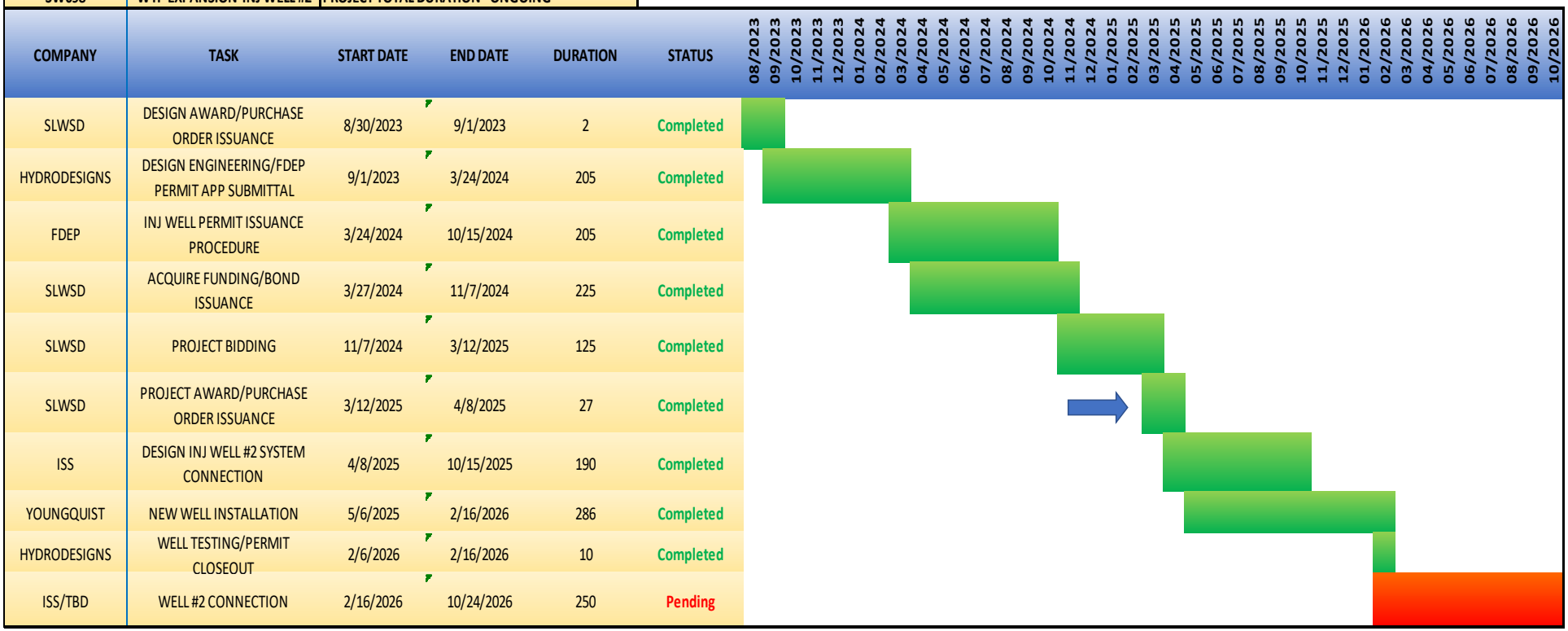
The schedules below are provided for your review and information as an update on the Capital Improvement Projects for the St. Lucie West Services District and will be updated and provided once a month.

SW098	WTP EXPANSION	PROJECT TOTAL DURATION= ONGOING			
COMPANY	TASK	START DATE	END DATE	DURATION	STATUS
HR GREEN	WTP DESIGN CRITERIA	4/8/2025	10/1/2026	541	Pending
SLWSD	DESIGN/BUILD BIDDING	10/1/2026	3/30/2027	180	Pending
SLWSD	PROJECT AWARD/PURCHASE ORDER ISSUANCE	3/30/2027	5/14/2027	45	Pending
CONTRACTOR/TBD	NTP/MOBILIZATION	5/14/2027	6/13/2027	30	Pending
CONTRACTOR/TBD	CONSTRUCTION	6/13/2027	11/10/2027	150	Pending
CONTRACTOR/TBD	FINAL CLOSEOUT	11/10/2027	1/9/2028	60	Pending



SW098	WTP EXPANSION-INJ WELL #2	PROJECT TOTAL DURATION= ONGOING			

COMPANY	TASK	START DATE	END DATE	DURATION	STATUS
SLWSD	DESIGN AWARD/PURCHASE ORDER ISSUANCE	8/30/2023	9/1/2023	2	Completed
HYDRODESIGNS	DESIGN ENGINEERING/FDEP PERMIT APP SUBMITTAL	9/1/2023	3/24/2024	205	Completed
FDEP	INJ WELL PERMIT ISSUANCE PROCEDURE	3/24/2024	10/15/2024	205	Completed
SLWSD	ACQUIRE FUNDING/BOND ISSUANCE	3/27/2024	11/7/2024	225	Completed
SLWSD	PROJECT BIDDING	11/7/2024	3/12/2025	125	Completed
SLWSD	PROJECT AWARD/PURCHASE ORDER ISSUANCE	3/12/2025	4/8/2025	27	Completed
ISS	DESIGN INJ WELL #2 SYSTEM CONNECTION	4/8/2025	10/15/2025	190	Completed
YOUNGQUIST	NEW WELL INSTALLATION	5/6/2025	2/16/2026	286	Completed
HYDRODESIGNS	WELL TESTING/PERMIT CLOSEOUT	2/6/2026	2/16/2026	10	Completed
ISS/TBD	WELL #2 CONNECTION	2/16/2026	10/24/2026	250	Pending



CRITICAL PATH : Must Encumber 5.0 % of Project Funds Within 6 months(Bond Requirement).

St. Lucie West Services District

Board Agenda Item
Tuesday October 6, 2026

Item

CA 4 Monthly Reports on Billing and Customer Service

Summary

This report is provided for your review and information as an update on the monthly Billing and Customer Service Operations.

The following are the totals from the accounts receivable reports.

1. Actual Consumption

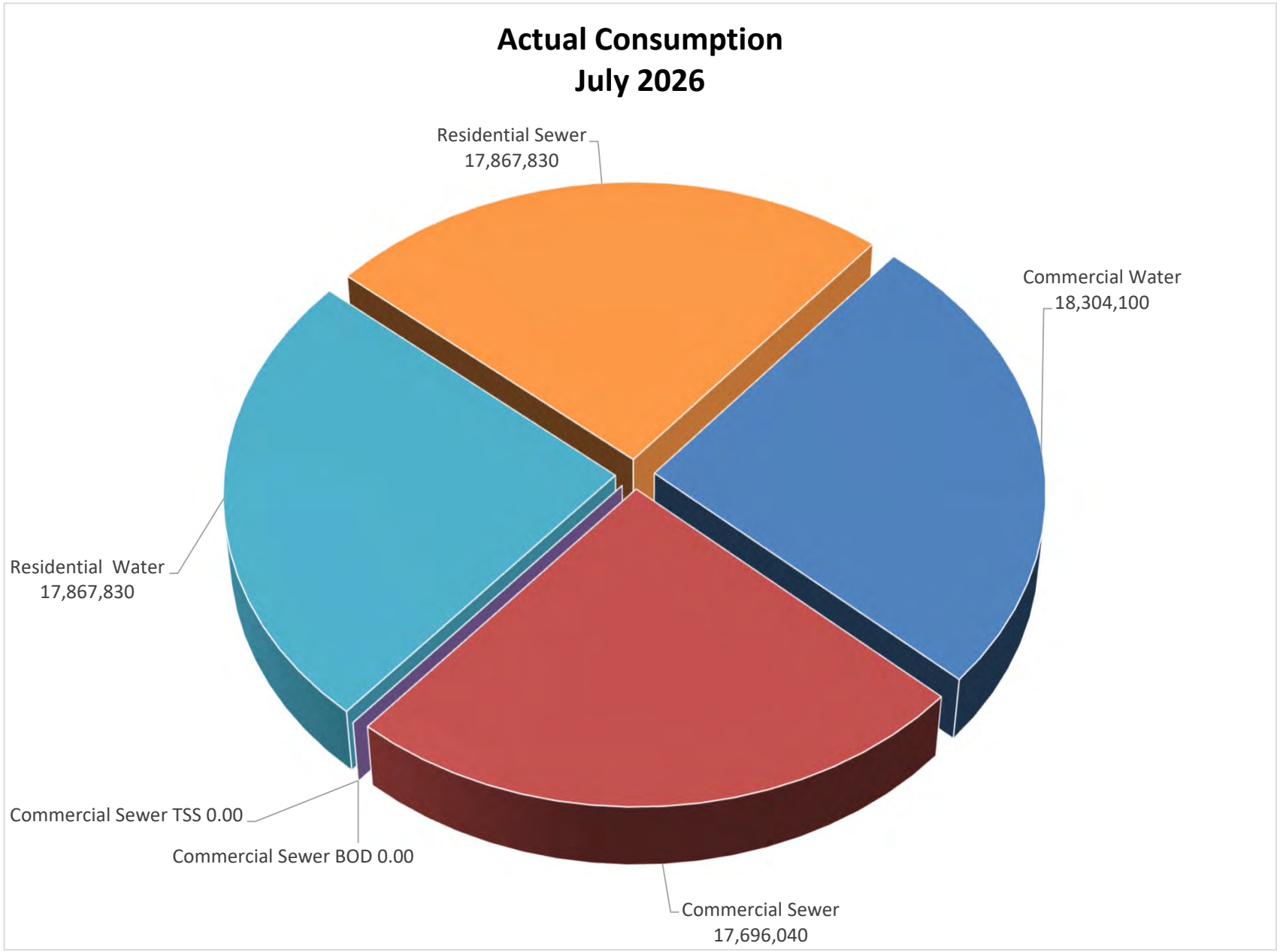
Water	36,171,930	Gallons
Sewer	35,563,870	Gallons
Sewer BOD	0.00	Gallons
Sewer TSS	0.00	Gallons

2. Amount Billed

Total Water	$343,765.54
Total Sewer	$400,066.30
Total Irrigation	$199,223.90

3. Billing

Total Water	6,812
Total Sewer	6,757
Total Irrigation	6,436


Actual Consumption
July 2026
Residential Sewer
17,867,830
Commercial Water
18,304,100
Residential Water
17,867,830
Commercial Sewer TSS 0.00
Commercial Sewer BOD 0.00
Commercial Sewer
17,696,040

CONSUMPTION BY GALLONS	
Commercial:	
Water	18,304,100
Sewer	17,696,040
Sewer- BOD	0.00
Sewer- TSS	0.00
Multi:	
Water	2,457,030
Sewer	2,457,030
Single:	
Water	15,410,800
Sewer	15,410,800
AMOUNT BILLED/TOTAL CHARGES:	
Commercial:	
Water	$136,444.71
Sewer	$151,796.27
IQ	$57,589.89
TOTAL:	$345,830.87
Multi:	
Water	$33,444.92
Sewer	$40,312.25
IQ	$17,141.35
TOTAL:	$90,898.52
Single	
Water	$173,875.91
Sewer	$207,957.78
IQ	$124,492.66
TOTAL:	$506,326.35
TOTAL BILL COUNT	
Commercial:	
Water	532
Sewer	477
IQ	250
Multi:	
Water	1,108
Sewer	1,108
IQ	1,015
Single:	
Water	5,172
Sewer	5,172
IQ	5,171

CONSUMPTION	
Water	36,171,930
Sewer	35,563,870
Sewer- BOD	0.00
Sewer- TSS	0.00
AMOUNT BILLED	
Water	$343,765.54
Sewer	$400,066.30
IQ	$199,223.90
BILLS	
Water	6,812
Sewer	6,757
IQ	6,436

Month/Year Aug - 2026

Monthly Deposited Daily Form

	Date	WSI Total Deposit /Daily	Misc. Total Deposit/Daily
Mon	8/3/2026	$ 90,038.59	$ -
Tues	8/4/2026	$ 53,295.58	$ -
Wed	8/5/2026	$ 46,879.89	$ -
Thur	8/6/2026	$ 411,343.45	$ -
Fri	8/7/2026	$ 26,111.61	$ -
	Total - Week	$ 627,669.12	$ -
Mon	8/10/2026	$ 27,588.87	$ -
Tues	8/11/2026	$ 190,862.58	$ -
Wed	8/12/2026	$ 3,149.79	$ -
Thur	8/13/2026	$ 2,691.42	$ -
Fri	8/14/2026	$ 4,939.47	$ -
	Total - Week	$ 229,232.13	$ -
Mon	8/17/2026	$ 4,536.47	$ -
Tues	8/18/2026	$ 3,262.83	$ -
Wed	8/19/2026	$ 15,087.71	$ -
Thur	8/20/2026	$ 7,765.54	$ -
Fri	8/21/2026	$ 20,858.82	$ -
	Total - Week	$ 51,511.37	$ -

	Date	WSI Total Deposit /Daily	Misc. Total Deposit/Daily
Mon	8/24/2026	$ 18,051.58	$ -
Tues	8/25/2026	$ 27,001.14	$ -
Wed	8/26/2026	$ 41,844.21	$ 147.00
Thur	8/27/2026	$ 32,592.70	$ -
Fri	8/28/2026	$ 35,870.53	$ -
	Total - Week	$ 155,360.16	$ 147.00
Mon	8/31/2026	$ 67,579.95	$ -
Tues		$ -	$ -
Wed		$ -	$ -
Thur		$ -	$ -
Fri		$ -	$ -
	Total - Week	$ 67,579.95	$ -

	WSI	MISC
Total Month Receivables	**$ 1,131,352.73**	**$ 147.00**

ST. LUCIE WEST SERVICES DISTRICT
ACCOUNTS BILLED AND MONTLY RECEIVABLES

REPORT # 1 ACTIVE COMPANY

MONTH END SUMMARY 8/1/2026 - 8/31/2026

						BALANCE TOTALS
					BEGINNING BALANCE AS OF	8/1/2026
GENERAL LEDGER					TOTAL BEGINNING BAL.	$ 665,108.61
CHARGES	DESCRIPTION	BILL COUNT	BILLED AMOUNT			
	BASE CHARGES					
5-04109	IRRIGATION BASE	6436	$ 197,886.62			$ 862,995.23
5-04107	SEWER BASE	6757	$ 222,735.92			$ 1,085,731.15
5-04106	WATER BASE	6812	$ 178,888.42			$ 1,264,619.57
5-04046	DISPENSED/BULK WATER BASE	18	$ 1,548.57			$ 1,266,168.14
5-04014	WHOLESALE WATER BASE	1	$ 948.50			$ 1,267,116.64
5-04014	WHOLESALE WATER BASE	1	$ 948.50			$ 1,268,065.14
	TOTAL CHARGE		$ 602,008.03			
	CONSUMPTION CHARGES			CONSUMPTION BY		
5-04009	IRRIGATION		$ 1,337.28	4,776,000		$ 1,268,453.92
5-04007	SEWER		$ 177,330.38	35,563,870		$ 1,445,784.30
5-04007	SEWER-BOD EXCESS		$ -	0.00		$ 1,445,784.30
5-04007	SEWER-TSS EXCESS		$ -	0.00		$ 1,445,784.30
5-04006	WATER		$ 164,877.12	36,171,930		$ 1,610,661.42
	AVERAGE DAYS			30.87		
5-04046	TANKER TRUCK WATER		$ 102.48	226,220		$ 1,610,763.90
5-04014	WHOLESALE WATER	Jun-26	$ 51,073.96	14,031,307		$ 1,661,837.86
5-04021	WHOLESALE WASTEWATER		$ 37,087.20	9,180,000		$ 1,698,925.06
5-04014	WHOLESALE WATER	Jul-26	$ 53,163.23	14,605,282		$ 1,752,088.29
5-04021	WHOLESALE WASTEWATER		$ 42,060.44	10,411,000		$ 1,794,148.73
	TOTAL CHARGE		$ 431,808.42			
	DEPOSIT CHARGE		$ -			$ 1,698,925.06
	TOTAL CHARGES					
	IRRIGATION CHARGE		$ 199,223.90			
	SEWER CHARGE		$ 437,153.50			
	WATER CHARGE		$ 397,439.05			
	TOTAL CHARGE		$ 1,033,816.45			
ADJUSTMENTS	DESCRIPTION			REVENUE	WRITE OFF	
	TOTAL REVENUE CHANGES			$ (2,098.68)		$ 1,696,826.38
	TOTAL WRITE OFFS				$ (29.25)	$ 1,696,797.13
PENALTY CHARGES	DESCRIPTION		AMOUNT			
5-04010	TOTAL PENALTY		$ 5,557.78			$ 1,702,354.91
MISCELLANEOUS CHARGES	DESCRIPTION		AMOUNT			
5-04012	TOTAL MISCELLANEOUS		$ 1,000.00			$ 1,703,354.91
5-04047	BACK FLOW CHARGES		$ -			
5-04047	BACK FLOW OPT OUT CHARGES		$ -			
METER SET FEES	DESCRIPTION		AMOUNT			
5-04018	METER FEE		$ -			
5-04012	INITIAL CONNECTION METER FEE		$ -			
	TOTAL METER FEES		$ -			$ 1,703,354.91
IMPACT FEES	DESCRIPTION		AMOUNT			
5-04033	WATER IMPACT (AFPI)		$ -			$ 1,703,354.91
5-04035	SEWER IMPACT (AFPI)		$ -			$ 1,703,354.91
	TOTAL IMPACT (AFPI)		$ -			

ST. LUCIE WEST SERVICES DISTRICT
ACCOUNTS RECEIVABLE SUMMARY

REPORT # 2 ACTIVE COMPANY — MONTH END SUMMARY 8/1/2026 - 8/31/2026

GENERAL LEDGER

				BALANCE TOTALS
				CONTINUED BALANCE REF.
				$ 1,703,354.91
PAYMENTS	DESCRIPTION		AMOUNT	
5-01025	WATER CONSUMPTION	$	164,654.19	$ 1,538,700.72
5-01025	WATER BASE	$	171,381.22	$ 1,367,319.50
5-01025	IRRIGATION	$	189,081.11	$ 1,178,238.39
5-01025	SEWER CONSUMPTION	$	173,190.29	$ 1,005,048.10
5-01025	SEWER BASE	$	212,447.74	$ 792,600.36
5-01025	DISPENSED WATER	$	834.58	$ 791,765.78
5-01025	PENALTY	$	5,326.09	$ 786,439.69
5-01025	MISCELLANEOUS	$	208.18	$ 786,231.51
5-01025	C-MISCELLANEOUS	$	1,201.12	$ 785,030.39
	CREDIT BALANCE CHANGE	$	21,574.98	$ 763,455.41
5-04047	BACK FLOW CHARGES	$	-	$ 763,455.41
5-04048	BACK FLOW OPT OUT CHARGES	$	-	$ 763,455.41
5-04049	BACK FLOW OPT OUT CHARGES	$	-	$ 763,455.41
	BILL ADJUSTMENT	$	-	$ 763,455.41
	SUBTOTAL	$	939,899.50	
5-04014	WHOLESALE WATER Jun-26	$	51,073.96	$ 712,381.45
5-04014	WHOLESALE WATER BASE June 2026	$	948.50	$ 711,432.95
5-04021	WHOLESALE WASTEWATER June 2026	$	37,087.20	$ 674,345.75
5-04014	WHOLESALE WATER Jul-26	$	53,163.23	$ 659,218.22
5-04014	WHOLESALE WATER BASE July 2026	$	948.50	$ 658,269.72
5-04021	WHOLESALE WASTEWATER July 2026	$	42,060.44	$ 616,209.28
5-04033	WATER IMPACT (AFPI)	$	-	$ 674,345.75
5-04035	SEWER IMPACT (AFPI)	$	-	$ 674,345.75
5-04018	METER FEE	$	-	$ 674,345.75
5-04012	INITIAL CONNECTION METER FEE	$	-	$ 674,345.75
	TOTAL PAYMENTS	$	1,125,181.33	
REVERSE PAYMENTS	DESCRIPTION			
	POSTING ERRORS	$	-	
5-01025	REVERSE PAYMENT/BAL TRANSFER	$	278.67	
	RETURN PAYMENTS	$	1,364.85	
	TOTAL	$	1,643.52	$ 675,989.27
REVERSE	DESCRIPTION			
5-01025	REVERSE PENALTIES	$	(48.30)	$ 675,940.97
BILL ADJUSTMENT	DESCRIPTION			
5-01025	BILL - VOID/ADJUSTMENT/REVERSAL			$ 675,940.97
DEPOSIT REFUNDS	DESCRIPTION			
	DEPOSIT REFUNDS	$	(4,700.00)	$ 671,240.97
	DESCRIPTION			$ -
REVERSE DEPOSIT	REVERSE DEPOSIT	$	-	$ 671,240.97

ST. LUCIE WEST SERVICES DISTRICT
ACCOUNTS RECEIVABLE SUMMARY

REPORT # 2 ACTIVE COMPANY — **MONTH END SUMMARY 8/1/2026 - 8/31/2026**

REFUNDS	DESCRIPTION	COUNT	AMOUNT		
	TOTAL REFUND CHECKS	12	$ 1,153.58		$ 672,394.55

TRANSFER BALANCE	DESCRIPTION	NET AMOUNT		
	RECEIVABLES ADJUSTED	$ (2,004.08)		$ 670,390.47
	RECEIVABLES RE-APPLIED	$ 2,004.08		$ 672,394.55

DEPOSIT ACTIVITY	DESCRIPTION	AMOUNT		
	BEGINNING DEPOSIT BALANCE	$ 174,050.00		
	BILLED DEPOSITS	$ -		
5-02030	NEW DEPOSITS	$ 7,100.00		BALANCE AS OF
	REFUNDS	$ (4,700.00)		**8/31/2026**
	REVERSE REFUNDS	$ -		$ 672,394.55
	REVERSE DEPOSITS	$ -	unpaid Reserve invoice	$ -
	TOTAL DEPOSIT ENDING BALANCE	$ 176,450.00	**Total Ending Balance**	$ 672,394.55
				$ -

MISC. PAYMENTS	DESCRIPTION	
	MISCELLANOUS PAYMENTS RECEIVED	$ 147.00

ST LUCIE WEST SERVICES DISTRICT AGED DEBT SUMMARY

MONTH/YEAR	Current Amount 1-30 DAYS	Amount 31-60 DAYS	Amount 61-90 DAYS	Amount 91-120 DAYS	Amount > 120 DAYS	BALANCE
August 2024	$ 547,475.24	$ 13,266.22	$ 1,058.46	$ 627.67	$ 5,902.91	$ 568,330.50
September 2024	$ 515,792.07	$ 5,200.34	$ 1,277.70	$ 568.63	$ 6,466.13	$ 529,304.87
October 2024	$ 493,866.60	$ 1,990.03	$ 1,142.61	$ 568.95	$ 5,062.50	$ 502,630.69
November 2024	$ 548,637.28	$ 13,005.51	$ 1,509.20	$ 594.22	$ 3,906.22	$ 567,652.43
December 2024	$ 483,615.55	$ 9,645.80	$ 2,099.91	$ 484.01	$ 4,302.03	$ 500,147.30
January 2025	$ 562,044.87	$ 8,877.71	$ 993.45	$ 780.17	$ 4,145.98	$ 576,842.18
February 2025	$ 584,098.76	$ 9,013.04	$ 1,566.59	$ 555.27	$ 4,679.53	$ 599,913.19
March 2025	$ 548,067.13	$ 7,083.59	$ 1,056.88	$ 487.71	$ 5,182.90	$ 561,878.21
April 2025	$ 631,629.02	$ 5,529.91	$ 1,245.25	$ 686.13	$ 5,517.44	$ 644,607.75
May 2025	$ 567,568.35	$ 26,494.62	$ 1,988.43	$ 294.45	$ 6,356.97	$ 602,702.82
June 2025	$ 643,341.14	$ 1,769.21	$ 1,093.96	$ 566.08	$ 6,635.85	$ 653,406.24
July 2025	$ 523,758.08	$ 4,979.25	$ 1,509.51	$ 808.80	$ 6,573.31	$ 537,628.95
August 2025	$ 545,317.42	$ 6,851.54	$ 1,241.61	$ 890.14	$ 6,992.71	$ 561,293.42
September 2025	$ 582,088.08	$ 2,025.73	$ 929.07	$ 844.07	$ 7,795.36	$ 593,682.31
October 2025	$ 591,182.95	$ 1,208.71	$ 515.90	$ 835.50	$ 8,639.43	$ 602,382.49
November 2025	$ 642,958.41	$ 18,179.34	$ 2,923.91	$ 916.27	$ 6,936.68	$ 671,914.61
December 2025	$ 633,164.22	$ 13,783.36	$ 3,447.37	$ 1,445.15	$ 7,568.35	$ 659,408.45
January 2026	$ 431,011.91	$ 4,097.25	$ 2,122.35	$ 2,058.89	$ 7,873.37	$ 447,163.77
February 2026	$ 672,196.74	$ 2,450.82	$ 2,726.27	$ 792.27	$ 8,016.85	$ 686,182.95
March 2026	$ 606,100.71	$ 8,727.37	$ 1,289.29	$ 1,340.06	$ 7,818.73	$ 625,276.16
April 2026	$ 627,332.13	$ 4,608.82	$ 2,076.12	$ 691.28	$ 8,817.58	$ 643,525.93
May 2026	$ 619,540.41	$ 6,708.15	$ 1,720.83	$ 1,084.12	$ 8,416.62	$ 637,470.13
June 2026	$ 636,215.58	$ 5,211.25	$ 598.08	$ 1,094.43	$ 9,079.81	$ 652,199.15
July 2026	$ 652,737.04	$ (563.23)	$ 1,985.29	$ 841.69	$ 10,107.82	$ 665,108.61
August 2026	$ 655,678.48	$ 3,150.85	$ 1,639.14	$ 925.91	$ 11,000.17	$ 672,394.55
						$ -

St. Lucie West Services District

Board Agenda Item

Tuesday, October 6, 2026

Item

CA 5 Public Information Officer Monthly Report

Summary

This report is provided for your review and information as an update on the public information of the St. Lucie West Services District and will be provided once a month.

St. Lucie West Services District Monthly Public Information Report

Report Summary:

During August 2026, communications efforts focused on public education, community outreach, and improving access to District information, with particular emphasis on stormwater management and hurricane preparedness. These efforts included community engagement, new and updated website content, the monthly newsletter, and continued use of the District's digital communication system. Planning also continued for future outreach initiatives, including a comprehensive District informational booklet and the November Lunch and Learn. Digital engagement remained strong, with approximately 3,800 website users, 5,560 email recipients, and a 76.69% email engagement rate. External engagement also included participation in local government and community meetings to monitor issues affecting SLWSD and support communication related to District activities and the Reserve CDD integration.

Report Breakdown:

1. **External Engagement & Government Relations**

    - Attended and presented information on SLWSD's stormwater operations at the St. Lucie West Community Association's Hurricane Preparedness event at Kings Isle on Aug. 5, 2026.
    - Attended a City of Port St. Lucie Council meeting on Aug. 10, 2026, on behalf of SLWSD, to monitor matters affecting the District and/or District staff.
    - Attended a Reserve CDD Board meeting on Aug. 11, 2026, to stay informed on the integration with SLWSD and provide guidance on any public communications matters.

2. **Education & Outreach**

    - Developing a full-color, 16-page, saddle-stitched informational booklet that provides a visual and descriptive overview of the District's services and operations, including water and wastewater treatment, utility billing, stormwater and lake management, emergency preparedness, and other key functions. The booklet is designed for distribution at community outreach events, HOA meetings, fairs, and other public engagement activities, providing residents and customers with an easy-to-understand resource, particularly those who may not regularly access the District's website, newsletters, or other digital communication platforms.
    - Planning and coordinating a Nov. 5, 2026, *Lunch and Learn* event focused on educating residents and customers about SLWSD's water and wastewater utility operations, utility bill breakdown and rates, reclaimed irrigation water, and the District's online billing portal and available account management tools.

3. **SLWSD.ORG Website**

    - Updated various sections of the SLWSD website with current billing information, new visuals, and expanded educational content. New webpages were developed to help

customers better understand the District's stormwater management system and utility bill, making important District information easier to access and understand.

- During August 2026, approximately 3,800 users visited the SLWSD website, including about 3,400 new visitors. Visitors generated approximately 23,000 website interactions, which include activities such as viewing pages, clicking links, scrolling through content, and navigating to different areas of the website. The most visited District pages included the homepage, Employment Opportunities, Understanding Stormwater Drainage, Accounts & Billing Information, Contact Us, and Bill Payment Options. Most visitors accessed the website directly or found it through internet searches such as Google and Bing.

4. **SLWSD Monthly Newsletter (Print and Digital)**

- Published and distributed the SLWSD August newsletter focused on educating residents about the District's stormwater management system. The newsletter explained how lakes, streets, swales, storm drains, and retention ponds work together to manage heavy rainfall, reduce flooding, and protect water quality. It also highlighted SLWSD's year-round inspection and maintenance of stormwater infrastructure and reminded residents of their role in keeping storm drains clear of debris and pollutants. Additionally, the newsletter promoted upcoming Board of Supervisors meetings and provided information on the benefits of enrolling in online billing.

5. **Digital Communications & Notifications**

- During August 2026, 35 new profiles were added to SLWSD's digital communication system (Granicus Communication), bringing the total subscriber base to 12,471, which includes both registered email addresses and telephone numbers for text notifications. This is particularly important because approximately half of SLWSD customers do not have an email address registered with their utility account. SLWSD email communications reached 5,560 recipients during the month and achieved a 76.69% engagement rate, which measures recipient interactions with District emails. Email notifications are used selectively to inform and educate subscribers about matters that directly affect customers, helping maintain audience relevance and minimizing unsubscribes. Only 7 email recipients unsubscribed during August. No text notifications were sent during the month, as text messaging is reserved for emergencies and other critical notifications.

6. Other Activities & Upcoming Priorities

- **SLWSD Facility Tour Requests:** 1 (Somerset Academy at Bethany)
- **Public Inquiries/Comments:** 3 (Residents)
- **Upcoming Communications Priorities:** Utility system and billing education, improved access to District information, community outreach, and hurricane/emergency communications.

St. Lucie West Services District

Board Agenda Item

Tuesday, October 6, 2026

Item

CA 6 Financial Statements for August 31, 2026

Summary

Attached for your review are the Financial Reports for the period ending August 31, 2026.

- Financial Statements for all District Funds
- Check Register for General Fund and Water & Sewer Fund
    - Summary of Checks over $35,000
- Balance Sheet Report for all Funds
- Bank Reconciliation Summary for all Depository Accounts

Recommendation

No Action Required.

Budget Impact

None.

Board Action

Moved by:	**Seconded by:**	**Action Taken:**

St Lucie West Service District (General Fund)
Income Statement Budget vs. Actual
August 2026

	Oct 25-Aug 26	Budget YTD	$ +/- Budget YTD	% of Budget YTD	Total Budget
Ordinary Income/Expense					
Income					
1-04000 · GF SLWSD GENERAL FUND REVENUE	5,512,276.79	4,340,806.87	1,171,469.92	126.99%	4,348,675.04
Total Income	5,512,276.79	4,340,806.87	1,171,469.92	126.99%	4,348,675.04
Gross Income	5,512,276.79	4,340,806.87	1,171,469.92	126.99%	4,348,675.04
Expense					
1-05000 · GF BOARD OF DIRECTORS	12,450.59	14,452.13	-2,001.54	86.15%	15,765.96
1-06000 · GF DISTRICT MANAGER	8,803.35	39,361.63	-30,558.28	22.37%	42,939.96
1-07000 · GF FINANCE	197,428.12	232,286.74	-34,858.62	84.99%	237,476.08
1-12000 · GF GRANT MANAGEMENT	0.00	1,398.87	-1,398.87	0.0%	1,526.04
1-13000 · GF CLERK TO THE BOARD	9,966.44	14,659.37	-4,692.93	67.99%	15,992.04
1-14000 · GF AQUATICS DIVISION-PERSNL	271,277.28	409,742.74	-138,465.46	66.21%	446,992.08
1-15000 · GF ADMINISTRATION DIV-PERSNL	991,504.27	1,157,809.51	-166,305.24	85.64%	1,263,064.92
1-16000 · GF STORM WATER MGMT-PERSNL	456,724.88	561,687.50	-104,962.62	81.31%	612,750.00
1-17000 · GF EXOTIC PLNT RMVL DIV-PERSNL	268,385.75	344,050.52	-75,664.77	78.01%	375,327.84
1-18000 · GF SHOP OPERATIONS-PERSNL	64,309.03	89,922.14	-25,613.11	71.52%	98,096.88
1-19000 · GF GENERAL COUNSEL	12,160.25	30,431.50	-18,271.25	39.96%	33,198.00
1-23000 · GF SPECIAL COUNSEL	4,800.00	5,607.25	-807.25	85.6%	6,117.00
1-26000 · GF ENGINEERING	48,777.00	85,063.88	-36,286.88	57.34%	92,796.96
1-29000 · GF POLLUTION CONTROL	0.00	2,554.75	-2,554.75	0.0%	2,787.00
1-31000 · GF AQUATICS DIVISION-OPERATING	85,853.23	156,240.37	-70,387.14	54.95%	170,444.04
1-33000 · GF ADMINISTRATION DIV-OPERATING	196,937.18	288,244.99	-91,307.81	68.32%	314,449.08
1-34000 · GF STORM WATER MGMT-OPERATING	279,966.18	335,189.00	-55,222.82	83.53%	355,388.00
1-35000 · GF EXOTIC PLANT RMVL-OPERATING	50,406.67	78,180.26	-27,773.59	64.48%	83,923.92
1-36000 · GF SHOP OPERATIONS-OPERATING	31,835.09	58,142.26	-26,307.17	54.75%	60,927.92
1-46000 · GF RENEWAL & REPLACEMENT	333,090.86	333,987.00	-896.14	99.73%	333,987.00
Total Expense	3,324,676.17	4,239,012.41	-914,336.24	78.43%	4,563,950.72
Net Ordinary Income	2,187,600.62	101,794.46	2,085,806.16	2,149.04%	-215,275.68
Net Income	**2,187,600.62**	**101,794.46**	**2,085,806.16**	**2,149.04%**	**-215,275.68**

St Lucie West Service District (WMB DS)
Income Statement Budget vs. Actual
August 2026

	Oct 25 - Aug 26	Budget YTD	$ +/- Budget YTD	% of Budget YTD	Total Budget
Ordinary Income/Expense					
Income					
2-04000 · WB WTR MGMT BEN SRS 1999A REV	1,861,967.46	1,741,973.88	119,993.58	106.89%	1,742,015.96
2-07000 · DS WMB OTHER INCOME	0.00	0.00	0.00	0.0%	0.00
Total Income	1,861,967.46	1,741,973.88	119,993.58	106.89%	1,742,015.96
Gross Income	1,861,967.46	1,741,973.88	119,993.58	106.89%	1,742,015.96
Expense					
2-05000 · WB WTR MGMT BEN SRS 1999A DS	2,728,961.06	1,757,388.89	971,572.17	155.29%	1,761,388.88
Total Expense	2,728,961.06	1,757,388.89	971,572.17	155.29%	1,761,388.88
Net Ordinary Income	-866,993.60	-15,415.01	-851,578.59	5,624.35%	-19,372.92
Net Income	**-866,993.60**	**-15,415.01**	**-851,578.59**	**5,624.35%**	**-19,372.92**

St Lucie West Service District (WMB CAP)
Income Statement Budget vs. Actual
August 2026

	Oct 25 - Aug 26	Budget YTD	$ +/- Budget YTD	% of Budget YTD	Total Budget
Ordinary Income/Expense					
Income					
4-04000 · CP WMB CAP PROJECTS REVENUE	5,314.26	4,583.26	731.00	115.95%	5,000.00
4-07000 · CP WMB OTHER INCOME	0.00	0.00	0.00	0.0%	0.00
Total Income	5,314.26	4,583.26	731.00	115.95%	5,000.00
Gross Income	5,314.26	4,583.26	731.00	115.95%	5,000.00
Expense					
4-06000 · CP WMB CAPITAL PROJECT EXPENSES	201,851.81				0.00
Total Expense	201,851.81	0.00	201,851.81	100.0%	0.00
Net Ordinary Income	-196,537.55	4,583.26	-201,120.81	-4,288.16%	5,000.00
Net Income	**-196,537.55**	**4,583.26**	**-201,120.81**	**-4,288.16%**	**5,000.00**

St Lucie West Service District (Water & Sewer Fund)
Income Statement Budget vs. Actual
August 2026

	Oct 25-Aug 26	Budget YTD	$ +/- of Budget YTD	% of Budget YTD	Total Budget
Ordinary Income/Expense					
Income					
5-04000 · WS SLWSD WATER & SEWER REVENUE	10,982,497.17	11,367,635.51	-385,138.34	96.61%	13,488,502.20
Total Income	10,982,497.17	11,367,635.51	-385,138.34	96.61%	13,488,502.20
Gross Income	10,982,497.17	11,367,635.51	-385,138.34	96.61%	13,488,502.20
Expense					
5-05000 · WS BOARD OF DIRECTORS	12,403.81	14,228.50	-1,824.69	87.18%	15,522.00
5-06000 · WS DISTRICT MANAGER	769.12	28,964.87	-28,195.75	2.66%	31,598.04
5-07000 · WS FINANCE	408,844.44	510,887.13	-102,042.69	80.03%	522,378.96
5-09000 · WS PROPERTY CONTROL	9,915.74	47,503.50	-37,587.76	20.87%	51,822.00
5-11000 · WS UTILITY RATE CONSULTANT	22,858.75	23,604.13	-745.38	96.84%	25,749.96
5-13000 · WS CLERK TO THE BOARD	14,725.07	20,273.99	-5,548.92	72.63%	22,117.08
5-14000 · WS ADMIN DVSN-PERSNL	1,460,781.46	1,697,421.88	-236,640.42	86.06%	1,851,732.96
5-15000 · WS WATER TRTMNT PLANT-PERSNL	451,211.42	501,431.37	-50,219.95	89.99%	547,016.04
5-16000 · WS WASTEWATER TRTMT PL-PERSNL	421,080.51	495,486.97	-74,406.46	84.98%	540,531.24
5-17000 · WS UNDERGROUND UTIL-PERSNL	979,970.20	1,132,738.64	-152,768.44	86.51%	1,235,714.88
5-18000 · WS IRRIGATION DIV-PERSNL	60,346.85	71,335.99	-10,989.14	84.6%	77,821.08
5-40000 · WS SHOP DIV - PERSNL	157,919.00	178,064.26	-20,145.26	88.69%	194,251.92
5-19000 · WS GENERAL COUNSEL	38,869.75	40,018.88	-1,149.13	97.13%	43,656.96
5-23000 · WS SPECIAL COUNSEL	4,800.00	8,036.38	-3,236.38	59.73%	8,766.96
5-26000 · WS ENGINEERING	59,723.80	96,530.50	-36,806.70	61.87%	105,306.00
5-27000 · WATER & SEWER DEBT SERVICE	1,217,958.50	1,212,958.50	5,000.00	100.41%	4,330,917.00
5-28000 · WS WATER & SEWER SERVICES	532,828.12	532,828.12	0.00	100.0%	581,267.04
5-29000 · WS ADMIN DIV-OPERATING	339,209.82	717,718.49	-378,508.67	47.26%	782,511.08
5-30000 · WS WATER TRTMNT PLANT-OPER	746,825.09	1,091,173.76	-344,348.67	68.44%	1,185,825.92
5-31000 · WS WASTEWATER TRTMT PL-OPER	626,101.31	859,280.51	-233,179.20	72.86%	937,396.92
5-32000 · WS UNDERGROUND UTIL-OPERATING	1,333,030.84	873,330.89	459,699.95	152.64%	935,451.88
5-33000 · WS IRRIGATION DIV-OPERATING	148,793.67	332,004.86	-183,211.19	44.82%	362,187.12
5-41000 · WS SHOP DIV - OPER	34,083.54	61,277.26	-27,193.72	55.62%	64,347.92
Total Expense	9,083,050.81	10,547,099.38	-1,464,048.57	86.12%	14,453,890.96
Net Ordinary Income	1,899,446.36	820,536.13	1,078,910.23	231.49%	-965,388.76
Net Income	**1,899,446.36**	**820,536.13**	**1,078,910.23**	**231.49%**	**-965,388.76**

St Lucie West Service District (W&S Capital Outlay)
Income Statement Budget vs. Actual
August 2026

	Oct 25-Aug 26	Budget YTD	$ +/- Budget YTD	% of Budget YTD	Total Budget
Ordinary Income/Expense					
Income					
5-36000 · WS CAP REVENUES					
5-36001 · INTEREST - R&R	33,033.27				
5-36002 · INTEREST - WWCF	3,405.49				0.00
5-36003 · INTEREST - BOND CONST	754,760.73				0.00
5-36004 · INTEREST - WCF	15,116.86				0.00
5-36005 · WATER IMPACT FEES	4,645.13	3,512.63	1,132.50	132.24%	3,831.96
5-36006 · WW IMPACT FEES	3,703.47	2,636.26	1,067.21	140.48%	2,875.92
5-36007 · R&R TRANS FROM W&S OPERATING	532,828.12	532,828.01	0.11	100.0%	581,266.92
Total 5-36000 · WS CAP REVENUES	1,347,493.07	538,976.90	808,516.17	250.01%	587,974.80
Total Income	1,347,493.07	538,976.90	808,516.17	250.01%	587,974.80
Gross Income	1,347,493.07	538,976.90	808,516.17	250.01%	587,974.80
Expense					
5-37000 · WS RENEWAL & REPLACEMENT CIP					
5-37004 · CAPITAL PROJECTS SW049	20,646.75	29,700.00	-9,053.25	69.52%	29,700.00
5-37006 · CAPITAL PROJECTS SW064	34,146.47	55,000.00	-20,853.53	62.08%	55,000.00
5-37007 · CAPITAL PROJECTS SW001	113,486.97	215,833.00	-102,346.03	52.58%	215,833.00
5-37009 · CAPITAL PROJECTS SW037	173,410.40	250,000.00	-76,589.60	69.36%	250,000.00
5-37013 · CAPITAL PROJECTS SW047	17,141.50	33,000.00	-15,858.50	51.94%	33,000.00
5-37020 · CAPITAL PROJECTS SW066	41,929.00	100,000.00	-58,071.00	41.93%	100,000.00
5-37028 · CAPITAL PROJECTS SW078	0.00	20,000.00	-20,000.00	0.0%	20,000.00
5-37031 · CAPITAL PROJECTS SW084	0.00	5,000.00	-5,000.00	0.0%	5,000.00
5-37032 · CAPITAL PROJECTS SW085	15,226.56	16,538.00	-1,311.44	92.07%	16,538.00
5-37034 · CAPITAL PROJECTS SW087	0.00	40,000.00	-40,000.00	0.0%	40,000.00
5-37038 · CAPITAL PROJECTS SW091	0.00	5,000.00	-5,000.00	0.0%	5,000.00
5-37039 · CAPITAL PROJECTS SW092	18,529.93				0.00
5-37042 · CAPITAL PROJECTS SW095	0.00	260,000.00	-260,000.00	0.0%	260,000.00
5-37045 · CAPITAL PROJECTS SW048	0.00	20,000.00	-20,000.00	0.0%	20,000.00
5-37047 · CAPITAL PROJECTS SW099	15,704.26				0.00
Total 5-37000 · WS RENEWAL & REPLACEMENT CIP	450,221.84	1,050,071.00	-599,849.16	42.88%	1,050,071.00
5-38000 · WS WATER CONNECT FEE CIP					
5-38015 · CAPITAL PROJECTS SW098	5,607,266.31	0.00	0.00	0.0%	0.00
Total 5-38000 · WS WATER CONNECT FEE CIP	5,607,266.31	0.00	5,607,266.31	100.0%	0.00
5-39000 · WS WASTEWATER CONNECT FEE CIP					
5-39010 · CAPITAL PROJECTS SW067	0.00	0.00	0.00	0.0%	0.00
Total 5-39000 · WS WASTEWATER CONNECT FEE CIP	0.00	0.00	0.00	0.0%	0.00
Total Expense	6,057,488.15	1,050,071.00	5,007,417.15	576.87%	1,050,071.00
Net Ordinary Income	-4,709,995.08	-511,094.10	-4,198,900.98	921.55%	-462,096.20
Net Income	**-4,709,995.08**	**-511,094.10**	**-4,198,900.98**	**921.55%**	**-462,096.20**

St Lucie West Service District
Check Register
As of August 31, 2026

Date	Num	Name	Memo	Credit
ASSETS				
Current Assets				
Checking/Savings				
1-00001 · TRUIST (GF operating) #1363				
08/05/2026		Florida Dept of Fin Svcs Deferred Comp	PR Check Date 08/05/26 (07/18/26-07/31/26) - d...	19,663.63
08/06/2026	14084	TRUIST CARD SERVICES		13,365.48
08/06/2026	14085	CINTAS CORPORATION		978.39
08/06/2026	14086	KELLY TRACTOR CO.	INV#E108G0000073	4,800.00
08/06/2026	14087	LOWE'S	ACCT # 872 9	2,554.18
08/06/2026	14088	MARINE WRAPS	INV#12255	383.35
08/06/2026	14089	NAPA AUTO SUPPLY OF PORT ST. LUCIE	ACCT#5508	2,941.28
08/06/2026	14090	PALMDALE OIL COMPANY, INC	INV#SI-291913	1,698.21
08/06/2026	14091	PARKS RENTAL	INV# 3-8048923	376.00
08/06/2026	14092	ST LUCIE CO BALING & RECYCLING	ACCT#396	1,568.94
08/06/2026	14093	SUNSHINE STATE ONE CALL OF FLORIDA, I...	INV#PS-INV1063721	64.62
08/06/2026	14094	THE BUSHEL STOP, INC.	PO#90956	2,853.60
08/06/2026	14095	TREASURE COAST MOWERS, LLC	INV#88941	60.30
08/06/2026	14096	UNIVERSAL SIGNS & ACCESSORIES	INV#INV-45219	339.20
08/06/2026	14097	VERIZON WIRELESS	INV#6149730323	1,428.18
08/06/2026	14098	WEX BANK	INV#114253543	15,733.25
08/13/2026	14099	APPLE INDUSTRIAL SUPPLY CO.	INV# 70033	97.02
08/13/2026	14100	AT & T	ACCT #341533839	205.20
08/13/2026	14101	CINTAS CORPORATION		776.56
08/13/2026	14102	COMPUTER NETWORK SERVICES	VOID:per lisa bean	
08/13/2026	14103	EVERGLADES EQUIPMENT GROUP	INV#P0938872	1,162.41
08/13/2026	14104	FPL	5685005356	50,759.23
08/13/2026	14105	HELENA CHEMICAL CO	INV#24312700	3,890.00
08/13/2026	14106	INTEGRATION SERVICES, INC.	INV#I2026-01-13	4,356.43
08/13/2026	14107	KYOCERA DOCUMENT SOLUTIONS SOUTHE...	INV#55V1505745	332.75
08/13/2026	14108	SAM'S CLUB MASTERCARD	ACCT#5653	12,837.68
08/13/2026	14109	T-MOBILE USA INC	ACCT # 216865806	910.00
08/13/2026	14110	VERO CHEMICAL DISTRIBUTORS INC	ACCT#STLUWE	14,780.01
08/19/2026		Florida Dept of Fin Svcs Deferred Comp	Deferred Comp transfer for 8/19/26 payroll	18,896.67
08/20/2026	14111	ADP, LLC	INV#728656643	1,808.50
08/20/2026	14112	CINTAS CORPORATION	INV#4279011912	573.56
08/20/2026	14113	COMPUTER NETWORK SERVICES		2,446.94
08/20/2026	14114	FCC ENVIRONMENTAL SERVICES, LLC	INV#FCCFL/26/1042697	474.23
08/20/2026	14115	FLORIDA STORMWATER ASSOCIATION	INV#24104	500.00
08/20/2026	14116	INTEGRATION SERVICES, INC.	INV#I2026-01-12	2,565.00
08/20/2026	14117	MULLINAX OF VERO BEACH	INV#167633	43.92
08/20/2026	14118	PALMDALE OIL COMPANY, INC	INV#SI-301676	2,016.31
08/20/2026	14119	SAMPSON TREE SERVICE CO.	INV#10709	200.00
08/20/2026	14120	SITEONE LANDSCAPE SUPPLY, LLC	INV#170108717-001	979.77
08/20/2026	14121	SOLANTIC OF SOUTH FLORIDA LLC	INV#082675530	50.00
08/20/2026	14122	THE BUSHEL STOP, INC.	INV#S35090	215.00
08/20/2026	14123	TREASURE COAST MOWERS, LLC		196.55
08/27/2026	14124	CINTAS CORPORATION		702.09
08/27/2026	14125	FLORIDA ASSOCIATION OF SPECIAL DISTRI...	INV#2279 FY 2026-2027 (10/1/26-9/30/27)	4,500.00
08/27/2026	14126	HELENA CHEMICAL CO		4,318.50
08/27/2026	14127	HOME DEPOT CREDIT SERVICES	ACCT#6035 3225 3921 0744	2,162.46
08/27/2026	14128	HOME PARAMOUNT PEST CONTROL		62.90
08/27/2026	14129	IntraCoastal Generators Inc.	INV#26734	718.70
08/27/2026	14130	NASON YEAGER GERSON HARRIS & FUMER...	INV#507090	6,100.00
08/27/2026	14131	SCHAEFFER MFG. CO	INV#AXG2006-INV1	2,291.89
08/27/2026	14132	SPECIAL DISTRICT SERVICES, INC.	INV#2026-2718	9,898.43
08/27/2026	14133	UNIVERSAL ENVIRONMENTAL SERVICES, LLC	INV#IN0718956	35.00
08/27/2026	14134	GUARDIAN	GROUP ID 00-563384 SEPT 2026	5,387.49
08/27/2026	14135	SUN LIFE	PLAN NUMBER: 960974-0001 SEPT 2026	3,802.53
Total 1-00001 · TRUIST (GF operating) #1363				229,862.34
1-00002 · TRUIST (GF R&R Fund) # 3968				
Total 1-00002 · TRUIST (GF R&R Fund) # 3968				

Date	Num	Name	Memo	Credit
	5-00002 · TRUIST (WS Operating) #7918			
08/06/2026	15087	A QUALITY FENCING, INC	REPLACE LIFTSTATION #53 GATE 50% DEPO...	600.00
08/06/2026	15088	A QUALITY FENCING, INC	REPLACE LIFTSTATION #53 GATE REMAININ...	600.00
08/13/2026	15089	AMANDA STAGG	CUSTOMER REFUND 409 SW SYCAMORE CV	303.22
08/13/2026	15090	CHANDA D BLATCH	CUSTOMER REFUND 222 SW MANATEE SPRI...	24.67
08/13/2026	15091	CHARLENE HEATH	CUSTOMER REFUND 308 SW NORTH SHORE ...	100.00
08/13/2026	15092	JOHN STERRETT	CUSTOMER REFUND 827 SW GRAND RESER...	31.16
08/13/2026	15093	JOSEPH ARENA	CUSTOMER REFUND 326 NW TOSCANE TRL	29.15
08/13/2026	15094	JOSEPH VAFEADES	CUSTOMER REFUND 568 SW NEWCASTLE CV	169.82
08/13/2026	15095	MICHAEL R AYRE	CUSTOMER REFUND 421 SW CRABAPPLE CV	45.87
08/13/2026	15096	MORNINGSIDE EVANGELICAL FRIENDS CHU...	CUSTOMER REFUND 590-1 NW PEACOCK BL...	43.56
08/13/2026	15097	ROBERT L SARA	WATER CONSERVATION REBATE FY2025-26 31	100.00
08/13/2026	15098	ROBERT ROGERS	CUSTOMER REFUND 1634 SW HARBOUR ISL...	159.12
08/13/2026	15099	SHERRY SCHULTZ JOHNSON	CUSTOMER REFUND 319 NW TREELINE TRCE	115.97
08/13/2026	15100	TERI BLEVINS	CUSTOMER REFUND 394 NW SPRINGVIEW L...	101.92
08/13/2026	15101	WILLIAM ANDERSON	CUSTOMER REFUND 334 NW MILLPOND LN	29.12
08/20/2026	15102	ARS POWERSPORTS, OKEECHOBEE	PH PO#91007 PURCHASE 2026 KAWASAKI KA...	9,336.00
08/27/2026	15103	GERALD LEE	WATER CONSERVATION REBATE FY2025-26 32	200.00
08/27/2026	15104	MARCELINE FRANCOIS	CUSTOMER REQUEST CREDIT ON ACCT TO ...	300.00
	Total 5-00002 · TRUIST (WS Operating) #7918			12,289.58
	Total Checking/Savings			242,151.92
	Total Current Assets			242,151.92
TOTAL ASSETS				**242,151.92**
LIABILITIES & EQUITY				
TOTAL LIABILITIES & EQUITY				

St Lucie West Service District
Checks Over $35,000
As of August 31, 2026

Date	Num	Name	Memo	Credit
ASSETS				
Current Assets				
Checking/Savings				
1-00001 · TRUIST (GF operating) #1363				
08/13/2026	14104	FPL	5685005356	50,759.23
Total 1-00001 · TRUIST (GF operating) #1363				50,759.23
5-00002 · TRUIST (WS Operating) #7918				
Total 5-00002 · TRUIST (WS Operating) #7918				
Total Checking/Savings				50,759.23
Total Current Assets				50,759.23
TOTAL ASSETS				**50,759.23**
LIABILITIES & EQUITY				
TOTAL LIABILITIES & EQUITY				

St Lucie West Service District
Balance Sheet
As of August 31, 2026

	Aug 31, 26
ASSETS	
Current Assets	
Checking/Savings	
1072 · Bill.com Money Out Clearing	-15,081.44
5-53200	56.00
D-ACCNT	-3,896.67
xxx	0.06
1-00001 · TRUIST (GF operating) #1363	1,266,972.43
1-00002 · TRUIST (GF R&R Fund) # 3968	920,483.69
5-00001 · TRUIST (WS Deposit) #1355	-62,914.46
5-00002 · TRUIST (WS Operating) #7918	7,758,211.62
Total Checking/Savings	9,863,831.23
Other Current Assets	
1-02000 · GF SLWSD GENERAL ASSETS	866,726.67
2-01000 · WB WTR MGMT BEN 1999A ASSETS	225,207.01
5-01000 · WS SLWSD WATER & SEWER ASSETS	84,080,043.39
Total Other Current Assets	85,171,977.07
Total Current Assets	95,035,808.30
Other Assets	
000000 · Journal Entry Exchange	2,465.25
Total Other Assets	2,465.25
TOTAL ASSETS	**95,038,273.55**
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
20000 · Accounts Payable	-1,425.71
Total Accounts Payable	-1,425.71
Other Current Liabilities	
1-03000 · GF SLWSD GENERAL LIAB	182,216.49
2-02000 · WB WTR MGMT BEN 1999A LIAB	32,403.05
5-02000 · WS SLWSD WATER & SEWER LIAB	55,938,962.10
Total Other Current Liabilities	56,153,581.64
Total Current Liabilities	56,152,155.93
Total Liabilities	56,152,155.93
Equity	
1-01000 · GF SLWSD GENERAL FND BAL	827,947.27
2-03000 · WB WTR MGMT BEN 1999A FND BAL	3,364,957.58
3-03000 · CB CASCADES SRS 1998 FND BAL	352,271.63
32000 · Retained Earnings	23,145,804.80
4-02000 · CP WMB CAP PROJECTS FUND BAL	3,188,817.19
5-03000 · WS SLWSD WATER & SEWER FND BAL	9,725,133.02
Net Income	-1,718,813.87
Total Equity	38,886,117.62
TOTAL LIABILITIES & EQUITY	**95,038,273.55**

ST LUCIE WEST SERVICE DISTRICT
ACCOUNT RECONCILIATION SUMMARY
FOR MONTH END AUGUST 2026

G/L #	Account Name	Bank	Account #	Statement EOM Balance	In Transit	Reconciled Statement Balance	G/L Balance		Reconciled
OPERATING									
1-00001	Operating Checking	TR	1000104111363	1,347,421.53	2,009,425.69	3,356,847.22	3,356,847.22	*	Yes
1-00002	Operating Checking R&R Fund	TR	1000104113968	920,483.69	-	920,483.69	920,483.69	*	Yes
1-00002	Operating Checking Escrow Fund	TR	1000104118740	-	-	-	-		Yes
1-02022	Surplus Funds - SBA	SBA	271912	7,927.46		7,927.46	7,927.46		Yes
			TOTAL OPERATING			**$ 4,285,258.37**	**$ 4,285,258.37**		
WATER MANAGEMENT BOND FUNDS									
2-01060	Revenue Fund-WMB 2013	US	203823000	-		-	-		Yes
2-01061	Interest Account-WMB 2013	US	203823001	-		-	-		Yes
2-01062	Sinking Account-WMB 2013	US	203823002	-		-	-		Yes
2-01063	Redemption Account-WMB 2013	US	203823003	-		-	-		Yes
2-01064	Reserve Fund-WMB 2013	US	203823004	-		-	-		Yes
2-01065	COI Fund-WMB 2013	US	203823005	-		-	-		Yes
2-01070	Revenue Fund-WMB 2014	US	213449000	25,207.01		25,207.01	25,207.01		Yes
2-01071	Interest Account-WMB 2014	US	213449001	-		-	-		Yes
2-01072	Sinking Account-WMB 2014	US	213449002	-		-	-		Yes
2-01073	Redemption Account-WMB 2014	US	213449003	-		-	-		Yes
2-01074	Reserve Fund-WMB 2014	US	213449004	200,000.00		200,000.00	200,000.00		Yes
2-01075	Acquasition Fund-WMB 2014	US	213449005	-		-	-		Yes
2-01076	COI Fund-WMB 2014	US	213449006	-		-	-		Yes
2-01080	Revenue Fund-WMB 2021	US	242655000	-		-	-		Yes
2-01081	Interest Account-WMB 2021	US	242655001	-		-	-		Yes
2-01082	Sinking Account-WMB 2021	US	242655002	-		-	-		Yes
2-01083	Prepayment Account-WMB 2021	US	242655003	-		-	-		Yes
2-01085	Cap I Fund-WMB 2021	US	242655005	-		-	-		Yes
4-03048	Acq & Con Fund-WMB 2021	US	242655004	-		-	-		Yes
4-03049	COI Fund-WMB 2021	US	242655006	-		-	-		Yes
			WATER MANAGEMENT BOND FUNDS TOTAL			**$ 225,207.01**	**$ 225,207.01**		
WATER AND SEWER ACCOUNTS									
5-00001	Water & Sewer Cash Depositary	TR	1000104111355	58,333.87	558,879.17	617,213.04	617,213.04	*	Yes
5-00002	Water & Sewer Operating Checking	TR	1000104117918	7,790,409.22	(3,414,848.34)	4,375,560.88	4,375,560.88	*	Yes
	Reserve Escrow	ES	Reserve Escrow	1,000,000.00		1,000,000.00	1,000,000.00		Yes
5-01101	Revenue Fund	TR	7998197	224,798.54		224,798.54	224,798.54		Yes
5-01102	Rate Stabilization	TR	7998203	674,891.51		674,891.51	674,891.51		Yes
5-01103	Renewal & Replacement	TR	7998207	1,519,336.31		1,519,336.31	1,519,336.31		Yes
5-01104	Wastewater Connection	TR	7998208	107,942.60		107,942.60	107,942.60		Yes
5-01105	Operating/Maintenance	TR	7998209	361.43		361.43	361.43		Yes
5-01106	Interest	TR	7998210	1,531,812.21		1,531,812.21	1,531,812.21		Yes
5-01107	Principal Account	TR	7998213	1,781,054.22		1,781,054.22	1,781,054.22		Yes
5-01108	Redemption Account	TR	7998214	-		-	-		Yes
5-01109	Water Connection	TR	7998215	619,395.99		619,395.99	619,395.99		Yes
5-01110	Surplus Fund	TR	7998216	2,981,048.85		2,981,048.85	2,981,048.85		Yes
5-01111	Rebate Fund	TR	7998217	-		-	-		Yes
5-01112	Construction Fund	TR	7998218	29,431,142.07		29,431,142.07	29,431,142.07		Yes
5-01113	Transaction Cost Fund	TR	7998219	14,301.35		14,301.35	14,301.35		Yes
5-01042	Surplus Funds - SBA	SBA	271911	614.31		614.31	614.31		Yes
			WATER AND SEWER ACCOUNTS TOTAL			**$ 43,879,473.31**	**$ 43,879,473.31**		
			GRAND TOTAL			**$ 48,389,938.69**	**$ 48,389,938.69**		

* Note: These checking accounts (1363, 3968, 1355, & 7918) are reconciled to 9/28/26, not to the end of the month, due to the software's "in transit" calculation.

COMPLETED BY: _____

Michael McElligott - Assistant Finance Director

DATE: 9/28/26

St. Lucie West Services District

Board Agenda Item

Tuesday, October 6, 2026

Item

CA 7 Consider Approval to Transfer Funds for the R&R Account and UC Account Requisitions for Fiscal Year 2026

Summary

Attached for your review and approval is a request to transfer funds from the Renewal & Replacement Account (R&R) and Utility Construction Account (UC) for expenses that are previously budgeted project-related expenses for FY 2026 and have been previously approved by the Board to be funded from one of the afore mentioned accounts.

All of the expenditures are appropriate for payment from the UC Account Requisitions. All expenditures are in compliance with the District's policy where the cost exceeds the capitalization threshold for Fixed Assets.

- $0.00 – Renewal & Replacement Trust Account
- $0.00 – Utility Construction Account Fiscal Year

All Invoices for this requisition are attached for your review.

Recommendation

Staff recommends Board approval to transfer funds from the R&R Account for FY 2026 $0.00 and UC Account for FY 2026 $0.00 to the Public Fund Checking account for reimbursement for payments made that have been budgeted to be funded by this account.

Budget Impact

None.

Board Action

Moved by: **Seconded by:** **Action Taken:**

ST. LUCIE WEST SERVICES DISTRICT
FORM OF REQUISITION
RENEWAL & REPLACEMENT TRUST ACCOUNT

The undersigned, an Authorized Officer of St. Lucie West Services District (the "District") hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Indenture between the District and Truist Bank, Wilson, North Carolina, as trustee (the "Trustee"), dated as of November 1, 2024, as supplemented by the First Supplemental Trust Indenture between the District and Trustee, dated as of November 1, 2024, (collectively, the "Indenture"). All capitalized terms used herein shall have the meaning ascribed to such term in the Indenture):

(A) Requisition Number:

2026-20

(B) Name of Payee:

St. Lucie West Services District, Water & Sewer Checking Account
Truist Account # 1000144367918

(C) Amount Payable:

$19,470.39

(D) Purpose for which paid or incurred (refer also to specific contract if amount is due and payable pursuant to a contract involving progress payments, or, state Transaction Costs, if applicable):

Per attached letter and invoices; all of these expenditures are for renewal and replacement projects where the costs exceeds the capitalization threshold for fixed assets held by the St. Lucie West Services District.

(E) Fund or Account and subaccount, if any, from which disbursement to be made:

Renewal/Replacement, Account Number 7998207

The undersigned hereby certifies that:

obligations in the stated amount set forth above have been incurred by the District, that each disbursement set forth above is a proper charge against the Renewal/Replacement Fund and the subaccount, if any, referenced above, that each disbursement set forth above was incurred in connection with the cost of extensions,

improvements or additions to, or the replacement or renewal of capital assets of the Utility System, or extraordinary repairs of the Utility System.

OR

This requisition is for Transaction Cost payable from the Transaction Cost Account that has not previously been paid out of such Account.

The undersigned hereby further certifies that there has not been filed with or served upon the District notice of lien, right to lien, or attachment upon, or claim affecting the right to receive payment of, any of the moneys payable to the Payee set forth above, which has not been released or will not be released simultaneously with the payment hereof.

The undersigned hereby further certifies that such requisition contains no item representing payment on account of any retained percentage which the District is at the date of such certificate entitled to retain.

Originals or copies of the invoice(s) from the contractor of the improvements acquired or services rendered (or other equivalent supporting documents) with respect to which disbursement is hereby requested are on file with the District.

ST. LUCIE WEST SERVICES DISTRICT

By:

_____

Authorized District Officer – Chair / Vice Chair

_____

Authorized District Officer – District Manager

CONSULTING ENGINEER'S APPROVAL FOR NON-TRANSACTION COSTS REQUESTS ONLY

If this requisition is for a disbursement from other than Transaction Costs Account, the undersigned Consulting Engineer hereby certifies that this disbursement is for a Cost of the Renewal & Replacement Project and is consistent with: (a) the applicable acquisition or construction contract; (b) the plans and specifications for the portion of the Renewal & Replacement Project with respect to which such disbursement is being made; and (c) the report of the Consulting Engineer, as such report shall have been amended or modified on the date hereof.

_____

Consulting Engineer

2026-20

St Lucie West Service District
Transaction Detail By Account
August 2026

Type	Date	Num	Name	Memo	Debit	Credit	Balance
5-37000 · WS RENEWAL & REPLACEMENT CIP							
5-37007 · CAPITAL PROJECTS SW001							
Bill	08/06/2026	REPLACEMENT GATE	A QUALITY FENCING, INC	REPLACE LIFTSTATION #53 GATE 50% DEPOSIT	600.00		600.00
Bill	08/06/2026	REPLACEMENT GATE	A QUALITY FENCING, INC	REPLACE LIFTSTATION #53 GATE REMAINING BALAN...	600.00		1,200.00
Bill	08/20/2026	II-9751920	MASCHMEYER CONCRETE	INV# II-9751920	1,230.00		2,430.00
Bill	08/20/2026	3035499	BARNEY'S PUMP	INV# 3035499	6,273.00		8,703.00
Bill	08/20/2026	3035593	BARNEY'S PUMP	INV# 3035593	6,433.00		15,136.00
Total 5-37007 · CAPITAL PROJECTS SW001					15,136.00	0.00	15,136.00
5-37009 · CAPITAL PROJECTS SW037							
Bill	08/13/2026	45233	UNIVERSAL SIGNS & ACCESSORI...	INV# 45233	139.04		139.04
General Journal	08/31/2026			INV#I2026-01-12	2,065.35		2,204.39
Total 5-37009 · CAPITAL PROJECTS SW037					2,204.39	0.00	2,204.39
5-37032 · CAPITAL PROJECTS SW085							
Bill	08/27/2026	1439768	FERGUSON ENTERPRISES	INV# 1439768	2,130.00		2,130.00
Total 5-37032 · CAPITAL PROJECTS SW085					2,130.00	0.00	2,130.00
Total 5-37000 · WS RENEWAL & REPLACEMENT CIP					19,470.39	0.00	19,470.39
TOTAL					**19,470.39**	**0.00**	**19,470.39**

ST. LUCIE WEST SERVICES DISTRICT
FORM OF REQUISITION
UTILITY CONSTRUCTION ACCOUNT

The undersigned, an Authorized Officer of St. Lucie West Services District (the "District") hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Indenture between the District and Truist Bank, Wilson, North Carolina, as trustee (the "Trustee"), dated as of November 1, 2024, as supplemented by the First Supplemental Trust Indenture between the District and Trustee, dated as of November 1, 2024, (collectively, the "Indenture"). All capitalized terms used herein shall have the meaning ascribed to such term in the Indenture):

(A) Requisition Number:

2026-21

(B) Name of Payee:

St. Lucie West Services District, Water & Sewer Checking Account
Truist Account # 1000144367918

(C) Amount Payable:

$82,978.54

(D) Purpose for which paid or incurred (refer also to specific contract if amount is due and payable pursuant to a contract involving progress payments, or, state Transaction Costs, if applicable):

Per attached letter and invoices; all of these expenditures relate to projects in which were budgeted to be funded by the Utility Construction account and therefore are appropriate for payment out of the Utility Construction Account.

(E) Fund or Account and subaccount, if any, from which disbursement to be made:

Utility Construction Account Number 7998218

The undersigned hereby certifies that:

obligations in the stated amount set forth above have been incurred by the District, that each disbursement set forth above is a proper charge against the Series 2024 Construction Account and the subaccount, if any, referenced above, that each disbursement set forth above was incurred in connection with the acquisition and/or construction of the Series 2024 Project

and each represents a Cost of the Series 2024 Project, and has not previously been paid out of such Account or subaccount;

OR

This requisition is for Transaction Cost payable from the Transaction Cost Account that has not previously been paid out of such Account.

The undersigned hereby further certifies that there has not been filed with or served upon the District notice of lien, right to lien, or attachment upon, or claim affecting the right to receive payment of, any of the moneys payable to the Payee set forth above, which has not been released or will not be released simultaneously with the payment hereof.

The undersigned hereby further certifies that such requisition contains no item representing payment on account of any retained percentage which the District is at the date of such certificate entitled to retain.

Originals or copies of the invoice(s) from the contractor of the improvements acquired or services rendered (or other equivalent supporting documents) with respect to which disbursement is hereby requested are on file with the District.

ST. LUCIE WEST SERVICES DISTRICT

By:

_____

Authorized District Officer – Chair / Vice Chair

_____

Authorized District Officer – District Manager

CONSULTING ENGINEER'S APPROVAL FOR NON-COST OF ISSUANCE AND CAPITALIZED INTEREST REQUESTS ONLY

If this requisition is for a disbursement from other than Transaction Costs Account, the undersigned Consulting Engineer hereby certifies that this disbursement is for a Cost of the Series 2024 Project and is consistent with: (a) the applicable acquisition or construction contract; (b) the plans and specifications for the portion of the Series 2024 Project with respect to which such disbursement is being made; and (c) the report of the Consulting Engineer, as such report shall have been amended or modified on the date hereof.

_____

Consulting Engineer

St Lucie West Service District
Transaction Detail By Account
August 2026

Type	Date	Num	Name	Memo	Debit	Credit	Balance
5-38000 · WS WATER CONNECT FEE CIP							
5-38015 · CAPITAL PROJECTS SW098							
Bill	08/06/2026	4890	PRP CONSTRUCTION	INV# 4890	17,900.00		17,900.00
Bill	08/20/2026	RI102384	AQUEOUS VETS, LLC	INV# RI102384	1,500.00		19,400.00
Bill	08/27/2026	12026-29-01	INTEGRATION SERVICES, INC.	INV# 12026-29-01	51,632.45		71,032.45
General Journal	08/31/2026			ACCT#5653	11,946.09		82,978.54
Total 5-38015 · CAPITAL PROJECTS SW098					82,978.54	0.00	82,978.54
Total 5-38000 · WS WATER CONNECT FEE CIP					82,978.54	0.00	82,978.54
TOTAL					**82,978.54**	**0.00**	**82,978.54**



Supervisors' Requests

Adjournment